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IDnum 290 **Language** English **Country** United States **State** MT

Union IUOE (International Union of Operating Engineers)

Local 400

Occupations Represented
Civil engineers
Mechanical engineers

Bargaining Agency The Montana Board of Regents of Higher Education

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 1999 **EndYear** 2001

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Notes

Contact

Full text contract begins on following page.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE MONTANA BOARD OF REGENTS OF HIGHER EDUCATION

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL
#400

JULY 1, 1999 TO JUNE 30, 2001

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PREAMBLE

This Agreement is made and entered into on this ____ day of _____, 2000, by and between the Montana University System with units at Missoula, Bozeman, Butte, and Dillon, Montana, hereinafter referred to as the employer, and Local 400 of the International Union of Operating Engineers, 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 I. CONTRACT TERM AND NEGOTIATION

SCHEDULE

- [Legislative Contingencies](#)

Section A. Contract Term

This contract shall be in full force and effect from the date of July 1, 1999, to and including June 30, 2001, and shall be considered as renewed from year to year thereafter unless either party to this agreement notifies the other party, in writing, in accordance with the following negotiation schedule, of its desire to modify or terminate this agreement.

Section B. Negotiations Schedule

Either party desiring to modify or terminate the agreement must notify the other in writing by March 30, 2001. Pre-budget negotiations may commence upon mutual agreement.

Section C. Legislative Contingencies

In the event the University System budget request is appropriated by the legislature in the amount requested, this agreement shall remain in full force and effect. Should the appropriation be less than the request, this agreement may be opened for renegotiation by the employer as to any portion thereof the performance of which is contingent upon availability of financial resources. Should the legislature alter or amend a statutory provision contained in this agreement, the agreement may be opened for renegotiation by either party as to those clauses of the agreement affected by the legislative action.

ARTICLE II. SAVING CLAUSE

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

ARTICLE III. 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 IV. 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 until the provisions of the article on grievance and arbitration have been fulfilled.

ARTICLE V. NONDISCRIMINATION

- [Cooperative Effort](#)
 - [Employer Obligation](#)
 - [Bargaining Agent Obligation](#)
-

Section A. Cooperative Effort

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

Section B. Employer Obligation

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

Section C. Bargaining Agent Obligation

The bargaining agent agrees that it will not exclude or expel any person from its membership, apprenticeship or training program because of such person's sex, age, physical or mental disability, race, religion, color or national origin, nor will the 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.

ARTICLE VI. RIGHTS OF THE BARGAINING AGENT

- [Representation and Unit Definition](#)
 - [Bargaining Agent Security](#)
-

Section A. Representation and Unit Definition

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.

2. Excluded Employees

Temporary and student 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.

However, any temporary employee who receives a rate of pay established by this agreement for thirty (30) or more calendar days shall, as a result of continued employment, pay the bargaining agent an amount equal to the initiation fee and/or monthly dues of the bargaining agent or a service fee in lieu of 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 reached the thirty (30) calendar days of employment. The employee shall have seven (7) calendar days from the receipt of notice to comply with this requirement or the employee shall be discharged.

Section B. Bargaining Agent Security

1. Payment of Dues or an Equivalent Contribution

a. Condition of Continued Employment

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 an amount equal to the initiation fee and/or monthly dues or a service fee in lieu of dues to the bargaining agent as a contribution toward the administration of this agreement. New employees shall be allowed thirty (30) calendar days after employment in which to

comply with this requirement. Any employee who fails to comply with this requirement shall be discharged by the employer within seven (7) calendar days after receipt of written notice from the bargaining agent. (39-31-401, MCA)

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.

c. Exemption from Dues

No employee who is a member of a bona fide religious sect, or division thereof, the established and traditional tenets or teachings of which opposes a requirement that a member of such sect or division join or financially support any labor organization, may be required to join or financially support any labor organization as a condition of employment, if such employee pays, in lieu of periodic union dues, initiation fees, and assessments, at the same time or times such periodic union dues, initiation fees, and assessments, to a non-religious, non-union charity designated by the labor organization. Such employee shall furnish to such labor organization written receipts evidencing such payments; and failure to make such payments or furnish such receipts shall subject the employee to the same sanctions as would non-payment of dues, initiation fees or assessments under this agreement.

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

1. Employee Representative of Bargaining Agent

a. 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.

b. 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 or regularly constituted committees and/or officers of the bargaining agent.

c. Bargaining Pool Leave

Unless work requirements require otherwise and with advance notification to the employer of the requested time off, an employee who is a member of a regularly constituted union committee or officer of the union may be granted reasonable leaves of absence with pay to conduct union business provided such time is compensated from the bargaining pool. It is the employee's responsibility to account for such leave on their time sheet. A bargaining pool shall be established at each campus by each employee having the right to donate eight (8) hours annually of his/her annual leave time to a reserve fund for the purpose of allowing certain employees time off with pay for performance of their duties as committee members or officers. A list of members of regularly constituted committees and/or officers of the bargaining agent will be supplied to the personnel director or other appropriate official by the bargaining agent.

3. Upholding Bargaining Agent Principles

No employee shall be discharged or discriminated against for upholding bargaining agent principles that constitute protected activity under the Collective Bargaining Act.

4. Representation by 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 of Article XIV, Section B, 10, 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.

5. Rights to Notice and Communication

a. Notice of Changes in Bargaining Unit

In addition to other requirements set forth elsewhere in the agreement, the employer shall inform the bargaining agent of the following:

(1) New Hires

The employer shall furnish a monthly list to the bargaining agent of the names, date of hire and place of work of new employees in the bargaining unit. A copy of the appropriate boiler's license of each new employee will also be furnished the bargaining agent.

(2) Discharges

Notice of the intent to discharge any employee within the bargaining unit for any reason other than those in Article XIV, Section B, 10, shall be given by the employer to the bargaining agent prior to the discharge.

(3) Change in Job Titles or Classifications

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. Visiting Work Areas

The authorized representatives of the bargaining agent may visit members of the bargaining unit in work areas during work hours. Any such visit may not unduly disrupt work in progress.

c. Bulletin Boards

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

d. 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.

e. 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.

f. Copies of Contract

The employer shall make available to each employee, upon request, a copy of the final contract.

g. Job Descriptions

Upon request, employees will be given a copy of their job description and will be provided an opportunity to discuss their job description with their supervisor. When significant additions or changes in the job duties or responsibilities of bargaining unit positions occur the bargaining agent shall be allowed input regarding these changes.

ARTICLE VII. 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:

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

(39-31-303, M.C.A.)

ARTICLE VIII. TYPES OF AVAILABLE EMPLOYMENT

- [Student Employees](#)
- [Possible Duration and Extent of Employment](#)

Section A. Student Employees

In keeping with the federal and state policies of providing employment for students to provide economic opportunity to obtain further education, and in order to make available to students the benefits of state and federal work study and financial aid programs, the employer shall continue to employ students. Any person who regularly registers for credit in timely pursuit of a degree shall be regarded as a student during the summer when not registered as well as during those regular quarters during which registered so long as the student remains academically qualified to register and has not withdrawn from student status. To assure compliance with compensation maximums and other requirements incident to federal programs, student employees shall be compensated consistent with the compensation schedule administered by the Financial Aid Office and shall not be hired into any position which would result in the displacement of any regular non-student employee. A student may be regarded as a "student employee" only so long as the employment of the student is "temporary" as opposed to "permanent." Any student who is employed in a "permanent" position shall be regarded as an employee rather than as a student, regardless of the number of courses or credits for which registered. Any student who is employed as a temporary employee on a "full-time" basis for 700 or more hours, and is doing work within the position description of a classified position within a bargaining unit, or doing work which is within the described scope of work of a bargaining unit, shall be required, as a condition of continued employment, to pay the equivalent of initiation fee and/or monthly dues to the bargaining agent in the same manner as any other non-student temporary employee as provided in Article VI, Section A, 2, of this agreement.

Section B. 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.

1. Permanent Employee

A permanent employee is one who holds a permanent position for which a budget line item, job title, and position number have been approved. The employment of the permanent employee is of unlimited duration and once the probationary period has been served may not be discharged without cause.

2. 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 employment must be consistent with the classifications and titles as defined in this contract and paid consistent therewith. Temporary positions are subject to all collective bargaining requirements after thirty (30) calendar days of employment.

3. Full-Time Employee

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.

4. 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.

ARTICLE IX. RECRUITMENT PRIOR TO EMPLOYMENT

OR CHANGE OF POSITION

- [Prior to Initial Hiring](#)
 - [Prior to Change of Position](#)
 - [Notice of Vacancies](#)
 - [Job Change Encouraged Without Penalty](#)
 - [Preference in Employment](#)
 - [Nepotism](#)
-

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 open recruitment, reclassified consistent with the procedures of the statewide classification system, reassigned to a previously non-existent position or classification 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 vacancy shall be accomplished in a manner consistent with the requirements of the employer's nondiscriminatory recruitment procedure.

Section D. 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. There shall typically be a thirty (30) calendar day trial period after an employee voluntarily changes from one position covered by this agreement to another position covered by this agreement. During the trial period the employee may be returned to the former position and salary at either the employer's or the employee's request. If an employee will not be allowed the option to return to the former position, the employee

must be notified in writing prior to leaving the former position. The employee's seniority shall not be modified as a result of the trial period. An employee who returns to a former position during the trial period does not obtain the right to bump an employee to avoid layoff by virtue of having served in another classification for thirty (30) or less days.

Section E. Preference in Employment

1. Veterans

The employer will not discriminate against any employee or applicant for employment because he/she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The employer will take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status.

2. Seniority

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

Section F. Nepotism

Nepotism is prohibited as defined by state law (2-2-302, M.C.A.) a copy of which is included in [Addendum D](#).

ARTICLE X. TERMS AND CONDITIONS OF

EMPLOYMENT

- [Probationary Period](#)
- [Seniority](#)
- [Vehicle Registration and Parking](#)
- [Employment Records](#)
- [Educational Leave and Fee Waivers](#)
- [Receipt of Gifts or Interest in Contracts](#)
- [Staff Participation in Governance](#)
- [Meal Periods](#)
- [Unauthorized Use of Services, Property or Facilities](#)
- [Safety of Working Conditions](#)
- [Contracting for Services](#)
- [Emergency Use of Health Service](#)
- [Work Day - Workweek](#)

Section A. 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 three (3) months of employment of any newly hired employee shall be a period of probation. This time may be extended an additional three (3) months upon written notice to the probationary employee and the bargaining agent. At any time during the period of probation, the employee may be discharged without any showing of cause and without a warning letter and shall not have access to the grievance and arbitration procedure. During the period of probation, the ability of the employee to perform the duties and responsibilities incident to the position shall be evaluated by the supervisor who shall have the responsibility for recommending the employee either for continuance as a permanent employee or for discharge prior to the end of the probationary period. The recommendation of the supervisor shall be forwarded to the director of personnel or other appropriate officer who shall have the responsibility of notifying the employee of the achievement of permanent status or that the employee has been discharged. Failure to notify an employee of discharge within the probationary period shall constitute acceptance of the employee's performance as satisfactory and preclude discharge without cause.

Section B. Seniority

1. Definition of Seniority

Seniority means a permanent employee's length of service with the employing campus in a bargaining unit position. Seniority is not transferable between units of the Montana University System, departments, or unions.

2. Seniority in Hiring

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

3. Seniority in Layoffs

The employer shall give at least thirty (30) calendar days notice to employees who are to be laid off and to the bargaining agent. The notice shall specify whether the layoff is temporary or permanent.

In the event a layoff is deemed necessary by the employer, the employer shall identify the classification and department where a reduction must occur. The employee with the least seniority in that classification and department shall be identified and given notice of layoff unless that employee is eligible to bump into a lower graded position. To bump an employee in a lower graded position an employee must have worked on campus in the lower graded position on a permanent, full-time basis and must have greater seniority than the least senior employee in the lower graded position. Seniority may not be used to bump employees in higher grades. An employee who bumps into a lower graded position to avoid a layoff shall be paid the lower salary after thirty (30) calendar days notification.

4. Seniority in Recalls

Employees who have been laid off shall be entitled to be recalled to their former classification if a position becomes available at the employing campus within 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. If the employee fails to communicate acceptance of a recall to employment or an offer of reemployment within ten (10) working days from the date of receipt of the written notice, the employee shall be considered as having forfeited any right to recall. In no case shall the total time for the employee to communicate acceptance exceed twenty (20) working days from the date of mailing of the written notice. It is the responsibility of employees to inform the employer of their current address.

5. 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 and within a budgeted department. The employee last hired will be the first released and the last employee released will be the first rehired. 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, departments or unions.

6. Seniority List

The employer shall maintain and make available to the bargaining agent, as well as the employees in the bargaining unit, a seniority roster by the appropriate department.

Section C. Vehicle Registration and Parking

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

Section D. Employment Records

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

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 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.

3. Required Courses

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

Section F. Receipt of Gifts or Interest in Contracts

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

Section G. 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.

Section H. Meal Periods

No employee shall be required to work more than five (5) consecutive hours without being allowed an unpaid meal period except in cases of emergency or unless the employee is granted an opportunity to consume a meal during working hours. No unpaid meal period shall be for less than one-half (1/2) hour.

Section I. 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.

Section J. Safety of Working Conditions

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

Section K. Contracting for Services

It is the intent of the parties to preserve the work and job opportunities of the employees covered by this agreement. 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 discussion 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 employer agrees it shall be a condition of any such contract for services which may displace employees covered herein that the contractor shall offer employment to as many of said employees who would be displaced by said contract as the number of similarly qualified employees who shall be required by the contractor to effect performance of the contract. It is understood, however, that the employer may not require the terms of the contractor's offer of employment to be identical to or commensurate with those of the employee's contract with the employer. 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.

Section L. Emergency Use of Health Service

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

Section M. Work Day - Workweek

1. Work Day

The basic straight-time work day shall be eight (8) consecutive hours, exclusive of lunch period, for all employees except those Engineers performing work on a Kelly Shift work schedule. Start and end times may be adjusted by mutual agreement.

2. Workweek

A workweek is from midnight Sunday to midnight of the following Sunday each week. Forty (40) hours within five (5) days, Monday through Friday, inclusive, shall constitute the work week except for those performing work on the Kelly shift.

ARTICLE XI. EMPLOYEE BENEFITS

- [Leaves of Absence With Pay](#)
- [Leaves of Absence Without Pay](#)
- [Holidays](#)
- [Rest Periods](#)
- [Protective Clothing or Uniforms](#)
- [Tools Provided](#)
- [Insurance Coverage](#)

Section A. Leaves of Absence With Pay

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 D](#). Annual leave charges will be recorded and approved in accordance with campus policy.

a. 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.

b. Split Vacations

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

c. Charges by Quarter Hour

Vacation charges shall be recorded in increments of one-quarter (1/4) hour. Any employee taking from one (1) to thirty (30) minutes of vacation shall be charged one-half (1/2) hour and any employee taking from thirty-one (31) to sixty (60) minutes shall be charged one (1) hour.

d. Extension by Leave Without Pay

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

2. Sick Leave

Employees shall be eligible for sick leave in accordance with state statute, a copy of which is attached in [Addendum D](#). Sick leave charges will be reported and approved in accordance with campus policy.

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 Quarter Hour

Sick leave charges shall be recorded in increments of one-quarter (1/4) hour. Any employee taking from one (1) to thirty (30) minutes of sick leave shall be charged one-half (1/2) hour and any employee taking from (31) to sixty (60) minutes shall be charged one (1) hour.

f. Physician's Certificate

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

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.

n. Advancing Sick Leave Credits Prohibited

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

3. Jury Duty or Witness Leave

Any employee summoned as a juror or subpoenaed as a witness may elect to take annual leave and retain all fees and allowances payable as a result of this service or not to take annual leave and forward such fees and allowances to the Business Office to be applied against wages due for the period of service. Expense or mileage allowances paid by the courts may be retained by the employee in either event. (2-18-619, M.C.A.)

4. Military Training Leave

Military training leave shall be granted in accordance with state law, a copy of which is attached in [Addendum D](#).

Section B. Leaves of Absence Without Pay

1. Discretionary Leave

Any employee desiring leave of absence without pay shall secure approval from the employer. Approval of any leave without pay for five (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.

2. Disability

In the event that an employee becomes incapable of performing the regular duties of the employee's classification, 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.

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 one hundred eighty (180) days per year in accordance with state law.

4. Maternity Leave

Employees shall be eligible for maternity leave in accordance with state law, a copy of which is attached in [Addendum D](#).

5. Effect of Leave Without Pay

When on leave without pay, an employee retains none of the benefits or burdens of employment except a right to return to employment. If the leave exceeds fifteen (15) days, the employer's contribution to medical insurance may be discontinued. However, an employee may remain on group medical insurance by personally paying the amount of the employer's contribution plus the regular monthly premium. None of the time on leave without pay may be considered for probationary period purposes, and no holiday pay is paid for holidays which fall during leave without pay, nor is a person a state employee during such leave for purposes of state insurance coverage or use of state property or facilities, including state vehicles. Seniority will cease to accrue during leaves without pay in excess of one (1) year.

Section C. Holidays

1. Holidays Listed

Employees shall be granted the following paid holidays:

- a. New Year's Day - January 1
- b. Martin Luther King Jr. Day - Third Monday in January
- c. Lincoln's and Washington's Birthdays - Third Monday in February

- d. Memorial Day - Last Monday in May
- e. Independence Day - July 4
- f. Labor Day - First Monday in September
- g. Columbus Day - Second Monday in October
- h. Veteran's Day - November 11
- i. Thanksgiving Day - Fourth Thursday in November
- j. Christmas Day - December 25
- k. State General Election Day - On even numbered years

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

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

2. Holiday Pay

Employees shall receive regular pay for all holidays, and all 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 actual or designated holiday, not for the observed day.

3. Eligibility for Holiday Pay

No employee shall be entitled to holiday pay for any holiday which falls during any period during which the employee is not regularly employed (such as seasonal layoffs or leaves without pay) except as otherwise herein provided.

4. Additional Day Off

Any employee who is scheduled for a day off on a day which is observed as a holiday shall be entitled to receive a day off either on the day

preceding or following the holiday, whichever allows a day off in addition to the employee's regularly scheduled day off or an alternate day off which is agreeable to the employee and employer. (2-18-603, M.C.A.)

5. 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.

6. 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 unpaid 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.

7. Holiday Layoff

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

8. Holidays Not Charged to Sick Leave or Vacation

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

Section D. Rest Periods

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

Section E. 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. All Operating Engineers will be supplied with coveralls. The employee will be responsible for cleaning

the coveralls. Two shirts and pants (or a jacket of comparable cost) will be supplied annually to employees, but only as long as uniforms are required by the employer.

Section F. Tools Provided

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

Section G. Insurance Coverage

1. Group Insurance

The employer contribution to health insurance for eligible employees shall be \$285 per month for fiscal year ending June 30, 2000, and \$295 per month for fiscal year ending June 30, 2001. All permanent half-time or more employees who regularly work more than six (6) months in any twelve (12) month period are eligible for coverage under the Montana University System Group Health Insurance Program. The employer will continue to make group insurance contributions for up to four (4) months while an employee is on a workers' compensation leave of absence or paid sick leave as a result of an injury sustained while employed at a unit of the university system.

2. State Insurance

a. Unemployment Compensation and Workers' Compensation

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

b. General Liability

In any action brought against any employee by any person other than the employer for negligence, error or omission, or other actionable conduct of the employee committed while acting in the course and scope of employment, the employer shall be made a party defendant in the action and recovery against the employer shall constitute a complete bar to any recovery against the employee unless the claim is based upon an intentional tort or felonious act of the employee. (2-9-305, M.C.A.)

c. Indemnification

In any action in which an employee is a party defendant, the employee shall be indemnified by the employer for any money, judgments or legal expenses to which the employee may be subject as a result of the suit

unless the conduct upon which the claim is brought did not arise out of the course and scope of employment or is an intentional tort or felonious act of the employee. (2-9-305, M.C.A.)

ARTICLE XII. TRAVEL

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

ARTICLE XIII. GRIEVANCE PROCEDURE

- [Definition of Grievance](#)
- [Time Limit on Presentation](#)
- [Informal Procedure](#)
- [Grievance Committee](#)
- [Arbitration](#)
- [Arbitrator's Authority](#)
- [Decisions Binding](#)
- [Expenses](#)
- [Transcript Costs](#)
- [Timeframes](#)

Section A. Definition of Grievance

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

Section B. 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 head of the department. Any grievance which is not filed within these time limits shall be invalid and without further recourse.

Section C. Informal Procedure

Within five (5) days of receipt of the grievance by the head of the department, the head of the department and the bargaining agent shall attempt to resolve the grievance. If unresolved within five (5) days the grievance shall be presented in writing to the campus Personnel Officer or designated grievance officer. The Personnel Officer or designated grievance officer shall have ten (10) days to respond to the grievance in writing.

Section D. Grievance Committee

Any grievance not resolved by means of the informal procedure may be submitted in writing to the Commissioner of Higher Education who shall appoint a committee comprised of three (3) members selected by management and three (3) 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 (10) working days following the date upon which the grievance is heard by the committee.

Section E. Arbitration

In the event the grievance committee is unable to arrive at an agreement within the time specified, the bargaining agent may submit the matter to arbitration by giving written notice of their intention to arbitrate to the campus personnel office and the Commissioner of Higher Education within ten (10) days from the date the committee decision was due. Upon the written request of the Commissioner, a fifteen (15) day postponement in the selection of an arbitrator shall be granted to allow the Commissioner a final opportunity to attempt to resolve the matter prior to arbitration. The following procedure shall be pursued during the fifteen (15) day period. When selecting an impartial arbitrator the parties shall first attempt to agree on an arbitrator who is agreeable to the employer and the bargaining agent. In the event that the parties to the dispute are unable to agree upon a selection of an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a list of seven (7) names. Each party to the dispute shall alternately strike names until one (1) remains and that person shall be designated the arbitrator. The arbitrator shall consider the grievance and shall render a decision within thirty (30) days of the date of the receipt of the grievance.

Section F. Arbitrator's Authority

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

Section G. Decisions Binding

The decision of the grievance committee or that of the arbitrator shall be binding upon all parties concerned.

Section H. 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 I. 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 J. 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. Time limits specified herein may be extended by mutual agreement of the parties involved at that step of the procedure. Any grievance which is not filed or advanced within the time limits provided for herein shall be invalid and without further recourse.

ARTICLE XIV. DISCIPLINE AND DISCHARGE

- [Disciplinary Suspension](#)
 - [Discharge](#)
 - [Employee Assistance Program](#)
-

Section A Disciplinary Suspension

The employer may impose a disciplinary suspension for any period up to a maximum of five (5) working days. Disciplinary suspensions of a longer duration will be allowed after notice and opportunity for discussion with the bargaining agent and the employee(s) or when a complete investigation takes longer than five (5) days. If during the investigation no wrongdoing is found, the employee will be reinstated with back pay. Such disciplinary suspension shall not constitute a waiver of the right to discharge and is subject to the grievance procedure.

Section B Discharge

Discharge of any 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. Protection of Discharged Employee

The employer may not prevent or attempt to prevent, by word or writing of any kind, any discharged employee from obtaining any other employment. The employer may, however, inform by word or writing any other employer to whom a discharged employee has applied for employment with a truthful statement of the reason for such discharge. (39-2-802, M.C.A.)

4. Employer to Furnish Reason for Discharge

The employer shall furnish, upon demand by any discharged employee, a written, full, succinct, and complete statement of the reason for the discharge. In any case where the employee has received a warning letter, the warning letter shall constitute a sufficient statement of the reasons for discharge. (39-2-801, M.C.A.)

5. Discharge for Attachment or Garnishment Prohibited

The employer shall not discharge or lay off any employee because of attachment or garnishment served on the employer against the wages of the employee. (39-2-302, M.C.A.)

6. Statutory Causes for Discharge

Any employee who misrepresents the actual reason for charging an absence to sick leave or uses sick leave for unauthorized purposes may, upon substantiation of the charge by the employer, be discharged for sick leave abuse. (2-18-618, M.C.A.) Any employee who uses or authorizes the use of any state owned or leased vehicle for personal or private use or for other than official purposes shall be summarily discharged from employment.

7. Loss of Benefits Due to Discharge

Any employee who is discharged or terminated from employment for reasons reflecting discredit on the employee shall be denied cash compensation for unused vacation leave. (2-18-617, M.C.A.) Any employee discharged for abuse of sick leave shall forfeit the lump sum payment equal to one-quarter (1/4) of the pay attributed to the employee's accumulated sick leave. (2-18-618, M.C.A.)

8. Right to Warning Letter

Prior to any discharge for any reason other than those set forth in paragraph j below, the employer shall give the employee at least one (1) warning letter of the complaint against the employee. The warning letter shall be prepared, dated and signed by the supervisor and shall clearly state the complaint against the employee. One (1) copy of the letter shall be mailed to the employee with return receipt requested, and one (1) copy shall be sent to the Director of Personnel or other appropriate officer. The bargaining agent shall be notified by mail of the sending of a warning letter and the name of the employee involved. The employee who receives a warning letter shall have the right to disclose the contents thereof to the bargaining agent and the right to representation by the bargaining agent in any disciplinary or discharge proceedings resulting therefrom.

9. Duration of Warning Letter Limited

Warning notices for minor infractions shall be retained for no more than six months. However, warning notices may be retained for a longer duration (but not to exceed 1 year) after a discussion of the matter with the bargaining agent and the affected employee. The bargaining agent shall receive a copy of all warning notices. Warning notices shall be subject to the grievance procedure.

10. Causes for Which No Warning Letter May Be Required

The employer need not give an employee a warning letter prior to discharge if the cause of such discharge is one of the following:

- (1) dishonesty;
- (2) drug abuse;
- (3) endangering the health or safety of others;
- (4) failure to substantially comply with all the directions of the employer concerning the service for which the employee was hired, except where such obedience is impossible or unlawful, or would impose new and unreasonable burdens on the employee (39-2-404, M.C.A.);
- (5) unauthorized absence from work shall not constitute grounds for discharge upon subsequent substantiation by the employee of a just cause for said absence and for failure to obtain prior authorization; and
- (6) using or authorizing another to use any state owned or leased vehicle for other than official purposes;
- (7) physical violence or fighting on the employer's premises;
- (8) brandishing any firearm on the employer's premises;
- (9) immoral or indecent conduct on the employer's premises including sexual harassment;
- (10) theft; and
- (11) willful destruction or abuse of the employer's or another employee's property or materials.

11. Means of Effecting Discharge

The discharge of an employee shall be effected by the completion of and signing of the form for discharge by the supervisor and the forwarding of one (1) copy to the employee, one (1) copy to the bargaining agent representing the employee and the remaining copies through the appropriate reporting channels for signature prior to forwarding to the Director of Personnel or other appropriate officer.

12. 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 Article XIII of this agreement.

Section C Employee Assistance Program

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

In such situations the employer will recognize that:

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

In such situations, the employee will recognize that:

1. the employer must assume responsibility for bringing to the attention of the employee, those work deficiencies which are observed and thought to be a result of the health problems;
2. the employer is receptive to and encourages employees to indicate their problems and desire for assistance; and
3. the nature of these problems often require the creation of a crises before an affected individual will pursue professional help.

If in a reasonable length of time job performance and/or work attendance meet requirements, no further action will be taken and no permanent records of the situation will be maintained.

Should job and attendance requirements not be met and/or the employee fails to seek assistance the employer may pursue disciplinary or discharge action according to Article XIV, Section B, Subsection 4 of this contract.

ARTICLE XV. COMPENSATION

- [Rates Specified](#)
- [Longevity Increment](#)
- [Premium Pay](#)
- [Pay Days and Deductions](#)
- [Public Employees Retirement System](#)
- [Mandatory Deductions](#)
- [Designation of Person Authorized to Receive Decedent's Warrants](#)
- [Prescription Safety Glasses](#)
- [Temporary Assignment to Higher Classification](#)

Section A. Rates Specified

Employees covered by this agreement shall be compensated for hours worked at the appropriate hourly rate specified in [Addendum A](#).

Section B. Longevity Increment

1. Longevity Pay

Employees who have completed five (5) years of uninterrupted state service shall receive 1.5% of their base salary multiplied by the number of completed, continuous five (5) year periods of uninterrupted state service in accordance with state statutes. Effective October 1, 1999, the longevity increment for fifteen (15) and twenty (20) years of service shall be 2 percent.

Section C. Premium Pay

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

1. 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. (39-3-405, M.C.A.) (Montana Constitution, Article XII, Section 2)

a. 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.

b. 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.

2. 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. 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 overtime pay.

3. 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.

4. Compensatory Time

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

a. Accrual Rate

Compensatory time for employees will accrue at the rate of one and one-half (1 1/2) hours for each one (1) hour of overtime worked.

b. Maximum Accumulation

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

c. Use of Compensatory Time

An employee must have the appropriate supervisor's prior approval to use accumulated compensatory time. The dates when employees may use accrued compensatory time shall be determined by agreement between each employee and the supervisor with regard to the best interest of the employer as well as the best interest of each employee.

d. 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 (3) years of the employee's employment, whichever is higher. The employing campus may establish other timeframes in which compensatory time for nonexempt employees must be used or will be cashed out.

Section D. Pay Days and Deductions

The employer shall establish regular pay days and shall furnish each employee an itemized statement of the purpose and amount of every deduction from wages. (39-3-101, M.C.A.)

Section E. Public Employees Retirement System

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

Section F. Mandatory Deductions

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

Section G. Designation of Person Authorized to Receive Decedent's Warrants

Any employee, by completing the standard form, may designate a person to receive the warrant for any wages, benefits or allowance due and payable to the employee by the employer at the time of the employee's demise. The employee may thereby be assured warrants for monies due will be promptly forwarded to the designated person without recourse to the procedures ordinarily required for the administration of the estate of a decedent. (2-18-412, M.C.A.) (Management Memo 1-75-5)

Section H. 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.

Section I. Temporary Assignment to Higher Classification

Employees may be temporarily assigned the 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. 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 (2) consecutive working days before becoming eligible to receive a temporary salary increase. In such instances, employees will be paid from the first day.

ARTICLE XVI. 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.

ADDENDUM A

International Union of Operating Engineers

Local #400

- [SCOPE OF WORK](#)
- [LAYOFF SENIORITY](#)
- [UNION PENSION PLAN](#)
- [CLASSIFICATIONS AND WAGES](#)
- [LICENSE REQUIREMENT](#)
- [JURISDICTIONAL DISPUTES](#)

I. SCOPE OF WORK

A. Montana State University-Bozeman Only

Scope of Work: To assure the proper and continuous operation of the following items, the employer recognizes the licensed Operating Engineer of Local #400 shall have the sole and exclusive jurisdiction, operation, maintenance and repair of all plants and heating equipment using steam as a source; all non-heating steam equipment that requires fifteen (15) pounds or more steam pressure, all boilers and related equipment, including but not limited to pipelines, valves, machinery, motors, steam generators, engines, compressor pumps, appurtenances, accessories, faulty thermostats or controls, heating or ventilating units, control panels, controls, air lines and steam lines to laboratories and kitchens. Maintenance Supervisor IV's shall not replace a stationary engineer on shift except in an emergency when a stationary engineer is not available.

B. The University of Montana-Missoula Only

Scope of Work: Scope shall remain the same as in the past. The jurisdiction shall include the steam plant up to and including the first reduction valve outside the plant but not limited thereto. Should the scope of work exceed that previously experienced, then the employer shall establish sufficient grade levels to insure proper maintenance and supervision of the work to be covered. Maintenance Supervisor IV's shall not replace a stationary engineer on shift except in an emergency when a stationary engineer is not available.

C. Western Montana College of The University of Montana Only

Scope of Work: All engineers may repair, maintain, alter or otherwise do whatever is necessary for the continuous operation of all plants, machinery and engines, but must not install new work that comes under the jurisdiction of other crafts. Persons other than maintenance engineers shall not be allowed to perform routine maintenance or otherwise replace an engineer except in emergencies.

D. Montana Tech of The University of Montana Only

Maintenance Engineers: Engineers may be assigned to repair, replace, restore, remove and relocate and do any maintenance which is necessary for the proper and continuous operation and maintenance of all physical facilities of Montana Tech.

Stationary Engineers: All stationary engineers shall be required to hold at least a Third Class Boiler License as per state law governing the operation of boilers.

Scope of Work: Shall remain the same as in the past.

II. LAYOFF SENIORITY

For the purpose of reduction in force, seniority shall be by classification within a budgeted department. However, upon moving to a higher grade an employee shall retain and accumulate any seniority previously earned in any lower grades. Cumulative seniority in lower grades may not be used to displace employees in higher grades.

III. UNION PENSION PLAN

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 wage. The amount and method of calculating the deduction shall be determined by mutual agreement.

IV. CLASSIFICATIONS AND WAGES

It is understood and agreed between the parties to this agreement that the classifications covered by this agreement and the rates of compensation

for the periods specified are as follows. Wage increases shall be implemented the first day of the first complete pay period during which they become active.

10/1/1999 10/2/2000

Repair Maintenance Technician 15.36 16.07

Maintenance Worker II (Preventive Maintenance Technician - MSU only) 14.03 14.70

Stationary Engineer II 14.54 15.23

Stationary Engineer III 15.20 15.91

Stationary Engineer - Maintenance 14.87 15.57

Stationary Engineer - Maintenance II 15.53 16.25

Maintenance Supervisor II 15.85 16.58

Maintenance Supervisor III 15.90 16.63

Maintenance Supervisor IV 16.56 17.31

Recruitment Exception: If a unit of the University System advertises a vacancy 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.IV. 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, all newly hired and existing bargaining unit employees shall receive the higher wage rate. The bargaining agent shall be notified in writing of the new wage prior to implementation.

V. LICENSE REQUIREMENT

Maintenance Supervisors shall be required to have the same license as required of employees under their supervision.

VI. JURISDICTIONAL DISPUTES

A jurisdictional dispute shall be settled by the local unions involved, through the international unions, or the National Labor Relations Board. The employer shall maintain its original work assignments until the issue has been resolved. It is agreed that there shall be no stoppage or abandonment of work in regard to any jurisdictional dispute.

ADDENDUM B

MEMORANDUM OF UNDERSTANDING - BONUS

In FY 1998 eligible employees will be granted a bonus of \$200. Such bonus will be a lump sum amount which is not added to employees' base salaries. The preference is to award bonuses in March but that requires prior ratification of the tentative agreement by the bargaining unit and approval by the Board of Regents.

In order to be eligible for the bonus an employee must be in a permanent position and must have completed their probationary period. Employees who have received a formal letter of warning or have been suspended during the twelve months prior to the date of the bonuses are given shall not be eligible for a bonus. However, in exceptional circumstances an employee's supervisor may recommend that such an employee receive the bonus irrespective of the prior warning or suspension.

Nothing regarding the granting of a bonus or the failure to grant a bonus may be submitted to arbitration or to any other legal or administrative forum. The sole avenue of appeal regarding bonuses is to the grievance committee. The grievance committee shall consist of three (3) members appointed by the Commissioner of Higher Education and three (3) members appointed by the bargaining agent. No employee from the unit from which the grievance originated may be selected by the employer or the bargaining agent to serve on the committee. The employer's decision regarding bonus awards is final and binding unless overturned by a majority of committee members. The majority decision of the grievance committee is final and binding.