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IDnum 319 **Language** English **Country** United States **State** MT

Union Montana District Council of Laborers

Local 98 and 1334

Occupations Represented
Building cleaning workers

Bargaining Agency Montana University System

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2001 **EndYear** 2003

Source <http://www.montana.edu/wochelp/collbarg/laborers/laborers.html>

Original_format PDF (unitary)

Notes

Contact

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Collective Bargaining Agreement

Between

Montana District Council Of Laborers

And The

Montana University System

July 1, 2001 Through June 30, 2003

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PREAMBLE

This agreement is made and entered into by and between the Montana University System, hereinafter referred to as the employer, and Montana District Council of Laborers, Billings Local #98 and Great Falls Local #1334, hereinafter referred to as the union, and is for the purpose of mutually establishing the rights of the parties and the terms and conditions of employment of all of those employees covered by this agreement, and the parties hereto mutually agree as follows:

ARTICLE I.

SAVINGS CLAUSE

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

ARTICLE II.

WORK STOPPAGES

There shall be no strikes, slowdowns, or other work stoppages on the part of the union, and there shall be no lockouts by the employer during the term of this agreement unless the provisions of the article on grievance and arbitration have not been fulfilled in good faith, unless pre-budget bargaining has culminated in a bona fide mutually declared impasse on wages pursuant to Section 39-31-307, M.C.A.

ARTICLE III.

NONDISCRIMINATION

The employer and the union agree that they will work cooperatively to assure that all employees have equal employment opportunities. The union and the employer agree that they will not refuse employment to any person or bar such person from employment, or discriminate against such person in compensation, or in a term, condition, or privilege of employment because of such person's political beliefs, race, religion, color or national origin, or because of age, physical or mental disabilities or sex when the reasonable demands of the position do not require an age, physical or mental disability or sex distinction.

ARTICLE IV.

SCOPE OF THE BARGAINING UNIT

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

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

Temporary or irregularly scheduled employees shall be excluded from this agreement so long as they are not used to deprive regular employees of work time. All regular employees must be working before temporary or irregularly scheduled employees are used. Supervisory staff may, at the discretion of the employer, fill any position provided they do not permanently replace or displace a full-time employee. It is further agreed that such employment will not result in any reduction in the number of persons employed in the bargaining unit or in the number of regular hours of employment of any employee in the bargaining unit.

A temporary employee is one whose employment is not intended to be permanent and is limited by an appointment for a specified time period. A temporary employee shall receive a rate of pay commensurate with the job classification he/she would be in if he/she were a permanent employee. Employees who work more than thirty (30) calendar days shall, as a condition of continued employment, pay the bargaining agent a representation fee or dues. Employees who have completed their probationary period, as a condition of employment, shall pay the bargaining agent a representation fee in lieu of monthly dues and initiation fees. The employer shall notify the employee and the bargaining agent when the employee has worked thirty (30) calendar days. The employee shall have seven (7) calendar days from receipt of the notice to comply with this requirement or the employee shall be discharged.

ARTICLE V.

RIGHTS OF THE UNION

- [Payment of Dues or an Equivalent Contribution](#)
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1. 1. Payment of Dues or an Equivalent Contribution

a. **Condition of Continued Employment**

All present employees covered by this agreement who do not make applications for membership in the union within thirty (30) calendar days of the effective date of this agreement shall, as a condition of employment, pay to the union a representation fee in lieu of monthly dues and initiation fees for administration of this agreement. New employees shall be allowed thirty (30) calendar days after employment in which to comply with this requirement. Employees who fail to comply with this requirement shall be discharged by the employer if the employee fails to comply after seven (7) calendar days from the receipt of written notice from the union.

b. **Dues Checkoff**

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

The amounts to be deducted shall be certified to the employer by the treasurer of the union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the treasurer by the fifteenth (15) of the succeeding month, after such deductions are made.

c. **Indemnification**

The union shall protect the employer against any liability on account of actions taken by the employer in compliance with the collective

bargaining agreement for the purpose of complying with the agency shop and/or dues checkoff provisions included in the agreement.

2. 2. Appointment of Shop Steward of Union

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

3. 3. Upholding Union Principles

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

4. 4. Representation by Union

Each employee covered by this agreement shall have the right to have a representative of the union present when disciplinary action is contemplated or when an employee may be discharged. It shall be the responsibility of the employee to insure that the union representative is notified and is present at any such discussion.

5. 5. Rights to Notice and Communication

a. Notice of Changes in Bargaining Unit

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

b. Visiting Work Areas

The authorized representative of the union shall have access to the job during hours for official business after notifying the personnel office of the work areas to be visited. Any such visit may not unduly disrupt work in progress.

c. **Copies of Contract**

Upon final ratification and approval of this agreement, the employer shall prepare and make available to the bargaining agent a copy of the agreement. The union shall be responsible for providing copies of the agreement for employees and the employer shall be responsible for providing copies for the supervisors.

d. **Bulletin Boards**

The union shall have the right to use specified bulletin boards and regular posting areas for posting of official business notices. Political material may not be posted.

e. **Policy Manual**

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

f. **Meeting Rooms**

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

ARTICLE VI.

MANAGEMENT RIGHTS

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

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

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

ARTICLE VII.

VACANCIES AND PROMOTIONS

- [Section A. Prior to Initial Hiring](#)
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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 unless: selected by means of an approved recruitment, reassigned to a different position or job title and the reassignment does not result in a vacancy for which a recruitment would be required, or promoted to the next step of an established career ladder.

Section C. Notice of Vacancies

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

Section D. Transfers

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

Section E. Job Change Encouraged Without Penalty

It shall be the policy of the employer to openly encourage present employees to make application for new, different, or more advanced positions for which they may be qualified, without apprehension or concern about penalty or loss of their present position.

Section F. Nepotism

Nepotism will be administered according to state statute.

Section G. Contracting for Services

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

Section H. Fixed Term Employees

Fixed term employees may be used to replace permanent employees on long term disability or other leave without pay, as well as to fill newly created positions. Other unique situations will be discussed with the bargaining agent before use of a fixed term appointment. At no time will fixed term appointments be used to replace permanent positions with temporary positions, reduce the size of the permanent work force, nor to jeopardize the job security and seniority of permanent employees.

A fixed term employee is one whose employment is not intended to be permanent and with no expectation of employment beyond the period specified and in no event to exceed a period of one (1) year. No fixed term position may be changed to a permanent position without a recruitment, but any fixed term employee may apply for any permanent position for which a recruitment is being conducted. Fixed term employment may be discontinued without cause, but at least ten (10) working days of notice of discontinuance shall be given. In no circumstance will the employer force a break-in-service and then rehire the same employee on another fixed term appointment. Fixed term employment must be consistent with those classifications, titles and procedures established by the

statewide classification and pay plan and, where applicable, must be at rates established by this agreement. Fixed term employees do not earn seniority, and therefore have no preference rights over permanent employees in the event of a layoff.

ARTICLE VIII.

TERMS AND CONDITIONS OF EMPLOYMENT

- [Section A. Probationary Period](#)
 - [Section B. Seniority](#)
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Section A. Probationary Period

The first six (6) months of employment of any employee hired into a permanent position covered by this agreement shall be a period of probation. Upon achieving permanent status, the employee's seniority shall relate back to the date of hire in a permanent position. A probationary employee may be discharged without a warning letter and without cause and shall not have access to the grievance and arbitration procedure.

Section B. Seniority

1. Definition of Seniority

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

2. Seniority Rights

Layoffs caused by reduction in force shall be in order of seniority within a classification. The employee last hired within a classification shall be the first released. Employees who are scheduled to be released shall be given at least ten (10) working days' notice. All recalls to employment shall be likewise in order of seniority within a classification if the employee can perform the duties; that is, the

last employee released within a classification as a result of reduction in force shall be the first rehired when the employer needs additional employees. The employer shall notify such employees to return to work and furnish the union a copy of such notification, and if the employee fails to notify the employer within ten (10) calendar days of his/her intention to return to work, such employees shall be considered as having forfeited his/her right to reemployment. Employees shall be eligible for recall for up to one year from the date of layoff.

3. Not Transferable

Seniority is not transferable between unions or between campuses.

4. Seniority Roster

The employer shall furnish and maintain a seniority roster.

5. Seniority in Promotions

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

Section C. Vehicle Registration and Parking

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

Section D. Employment Records

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

Section E. Educational Leave and Fee Waivers

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

1. Time Off to Attend Class

When a course which an employee desires to take is only offered during the employee's regular work schedule, the course may only be taken with the advance written approval of the supervisor. This approval may not be arbitrarily or

capriciously withheld, but may be withheld if attendance would interfere with the employee's job performance or with the effective operation of the work unit. The time off may be taken as either vacation leave, leave without pay, or with the prior written consent of the supervisor, may be made up within the same working day.

2. Fee Waivers

Any employee who has successfully completed the probationary period and who is regularly scheduled for at least three-quarter time (.75 FTE) during the entire period of enrollment, may be entitled to a waiver of all fees except registration and building fees in accordance with the individual unit's current policy. Application for this fee waiver must be made in advance in accordance with the procedures published by the institution.

3. Required Courses

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

Section F. Meal Periods and Free Meals

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

Section G. Ethical Conduct

Public employees have a special obligation to carry out their duties for the benefit of the people of the state and to avoid taking actions that cause them to violate the public's trust. State law at 2-2-101 through 2-2-304 MCA includes several specific prohibitions and provides for significant penalties including fines and imprisonment for violators. Employees may also be subject to discipline for violation of public trust. Examples of prohibitions include but are not limited to: 1) using work time, facilities, equipment supplies, personnel or funds for private business purposes including any campaign activity persuading or affecting a political decision; 2) engaging in any activity, including lobbying on behalf of an organization of which the employee is a member while performing job duties 3) receiving two salaries for work during overlapping hours; 4) accepting a substantial gift or economic benefit, or reward for an official action; 5)

disclosing or using confidential information acquired in the course of official duties in order to further the employee's personal economic interests; 6) assisting any person for a fee or other compensation in obtaining any service, claim, license, or other economic benefit from the employer; 7) performing any official act directly and substantially affecting a business or other undertaking in which the employee has a substantial interest or is engaged as a consultant, representative or agent; 8) soliciting or accepting employment or engaging in meetings or negotiations to consider employment with a person who the employee regulates in their official duties without first giving notice to their supervisor, or 9) engaging in a substantial transaction for private business purposes with a person the employee inspects or supervises.

Section H. Safety of Working Conditions

The employer shall furnish a place of employment which is safe for employees therein, and shall furnish and use and require the use of such safety devices and safeguards, and shall adopt and use such practices or methods as are adequate to render the place of employment safe, and shall do everything reasonably necessary to protect the life and safety of employees. No person shall remove, damage or refuse to use any safety device or safeguard or interfere in any way with the use thereof or of any practice or method adopted for protection of employees. Employees shall notify the supervisor of any safety hazards incident to their employment. Upon request, two custodians shall be assigned to perform tasks at heights of twelve feet or more such as changing light bulbs.

Section I. Safety Meetings

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

Section J. Prescription Safety Glasses

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

Section K. Emergency Use of Health Service

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

Section L. Limitation on Work Assignments

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

ARTICLE X.

GRIEVANCE PROCEDURE

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Section A. Definition of Grievance

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

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

Section B. Time Limit on Presentation

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

Section C. Steps of the Grievance Procedure

Step 1: Within five (5) days of receipt of the grievance by the supervisor, the supervisor, the employee grievant, and union steward shall discuss the grievance and make every reasonable effort to resolve the grievance.

Step 2: If unresolved within five (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. The personnel office shall have ten (10) days from receipt of the grievance to respond in writing.

Step 4 - Grievance Committee: Within ten (10) days from receipt of the personnel office's response the bargaining agent may submit a written request to the Commissioner of Higher Education to have the grievance heard by a grievance committee. In the alternative, the bargaining agent may proceed directly to arbitration. If the Commissioner of Higher Education agrees to submit the grievance to a grievance committee, the Commissioner shall appoint a committee comprised of three (3) members selected by management and three (3) members selected by the union to hear the grievance. No employee of the unit from which the grievance originated may be selected by management or the 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. Any decision concurred in by a majority of the grievance committee members is final and binding and may not be appealed to arbitration.

Section D. Arbitration

1. Request for Arbitration

If the aggrieved employee and the bargaining agent consider the decision of the personnel office unsatisfactory, the bargaining agent and employee grievant may, within ten (10) days of receipt of the decision, notify the Commissioner of Higher Education and the campus personnel office of its desire to take the grievance to arbitration. Upon the receipt of the request to arbitrate the parties will initiate procedures to select an impartial arbitrator. In the alternative, upon written request of the Commissioner of Higher Education or the bargaining agent, an additional fifteen (15) days shall be granted prior to the selection of the arbitrator to allow the Commissioner or the bargaining agent to attempt to resolve the grievance prior to arbitration. If no settlement is reached within the fifteen (15) days, the parties shall proceed to arbitration.

2. Selection of Arbitrator

Upon a request for arbitration or upon the expiration of the fifteen (15) day extension granted the Commissioner or the bargaining agent, the parties shall attempt to mutually agree to an acceptable impartial arbitrator. If the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a list of names of seven (7) potential arbitrators.

Each party shall alternately strike names and the remaining name shall be the arbitrator.

Section E. Arbitrator's Authority

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

Section F. Decisions Binding

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

Section G. Expenses

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

Section H. Transcript Costs

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

Section I. Timeframes

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days excluding Saturday and Sunday which are not designated as holidays. Time limits specified herein may be extended by mutual agreement of the parties involved at that step of the procedures.

Section J. Election of Remedies

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

Section K. Grievance Mediation

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

ARTICLE XI.

DISCONTINUANCE OF EMPLOYMENT

Section A. Discharge or Suspension

The employer shall neither discharge nor suspend any employee without just cause. Prior to a discharge or suspension of a permanent employee, such employee shall be given at least one (1) written warning notice prior to discharge or suspension, except the parties agree there are certain types of misconduct which may appropriately result in immediate discharge or suspension and no warning letter will be required in such instances. The employer after having discharged any employee under the terms of this agreement shall furnish to the employee and the union in writing a full, succinct and complete statement of the reasons for discharge.

1. **Warning Letters**

Employees have the right to have a warning letter removed from their personnel file if after a reasonable period of time the reason for the warning letter has been corrected. The first warning letter that an employee receives will not remain in the personnel file for longer than one (1) year unless there are repeated offenses or insufficient progress. Warning letters may be removed earlier than one (1) year by agreement of the Human Resources Director and the bargaining agent. If the first warning letter is to remain in the file for longer than six (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. Warning letters which are applicable to pending legal or quasi-legal proceedings may be retained in a separate file. Warning letters are subject to the grievance procedure.

2. **Appeal**

Appeal from discharge or suspension must be taken within ten (10) days written notice to the personnel director or designated management grievance officers.

ARTICLE XII.

JURISDICTIONAL DISPUTES

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

ARTICLE XIII.

COMPENSATION

- [Section A. Wages](#)
 - [Section B. Overtime](#)
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Section A. Wages

1. For employees at Montana State University-Bozeman and Montana State University-Billings the entry salary and the market salary for each grade for the first and second year of this agreement are in [Addendum B](#). Montana State University-Bozeman and Montana State University-Billings employees will be classified and compensated consistent with state statute and state classification and pay plan rules with the following adjustments. Effective the first pay period that includes November 1, 2001, employees' base salaries will be increased by 4 percent. Effective the first day of the pay period that includes November 1, 2002, employees' base salaries will be increased by the greater of 4 percent or 34 cents per hour.
2. Employees at The University of Montana-Missoula are not subject to the state classification and pay plan. Wages for such employees shall be in accordance with the MAP Performance Development Compensation Programs Guide and [Addendum F](#).

Section B. Overtime

Employees required to work in excess of forty (40) hours in any week will be compensated at the rate of one and one-half (1-1/2) times their normal rate of pay for

additional time worked. Employees shall not be required to suspend work during regular scheduled hours to absorb overtime. Overtime shall be paid in quarter-hour increments.

1. **Voluntary Overtime**

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

2. **Required Overtime**

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

3. **Emergency Overtime**

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

4. **Approval Required**

In order to constitute overtime for which an hourly employee is entitled to be paid, the employee must have obtained the approval of the supervisor either prior or subsequent to working the additional time.

5. **Time Worked**

For purposes of computing the 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.

Section C. Call Outs

Any call back to work in excess of an eight (8) hour day or forty (40) hour week shall be paid at the rate of time and one-half (1 1/2) the employee's regular rate of pay for a minimum of two (2) hours.

Section D. Longevity Pay

Effective October 1, 1999, each employee who has completed five (5) years of uninterrupted state service shall receive 1.5% of their base salary multiplied by the number of completed, continuous 5-year periods of uninterrupted state service, in accordance with state statutes, for the first, second, fifth and sixth increments, and shall receive 2% for the third and fourth increments.

Section E. Work Day/Workweek

1. **Work Day**

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

2. **Workweek**

The basic straight-time workweek shall consist of forty (40) hours to be worked in five (5) consecutive days within the calendar week, Sunday through Saturday.

Nothing in this section is to be construed to prevent the parties from agreeing to an alternative straight time work day or workweek such as but not limited to four (4), ten (10) hour work days at straight time.

Section F. Compensatory Time Option in Lieu of Overtime

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

1. **Accrual Rate**

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

2. **Maximum Accumulation**

The maximum amount of time which may be accumulated is 160 hours of overtime worked or 240 hours of compensatory time. The employing campus may establish lower maximums.

3. **Use of Compensatory Time**

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

4. **Payment on Termination**

If employment is terminated, any unused compensatory time will be paid to the employee at the regular rate of pay at the time of termination or the average regular rate received by the employee during the last three (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.

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

Section G. Show Up

It shall be the responsibility of the supervisor to notify any permanent full-time employee whose services will not be required for any scheduled shift. Any such employee who shows up for work at the regularly scheduled time because the supervisor failed to give such notice shall be guaranteed four (4) hours of work. If no work is available, the employee shall receive four (4) hours of regular pay in lieu of work.

Section H. Temporary Assignment to Higher Classification

Employees may be temporarily assigned duties and responsibilities of a higher graded position for reasons deemed appropriate by the appointing authority. An employee so assigned shall be notified in writing at the beginning of the assignment as to the anticipated duration of the temporary promotion, and the wage rate to be received during the temporary promotion. The employee will return to their former position, grade and salary at the end of the temporary promotion.

Employees may be temporarily assigned to a higher graded position in accordance with this section for up to three (3) consecutive days before becoming eligible to receive a temporary salary increase. In the event of such a temporary assignment in excess of three (3) consecutive days, the increase shall be from the first day.

ARTICLE XIV.

CONTRACT TERM

This agreement shall be in full force and effect from July 1, 2001 to and including June 30, 2003 and shall be considered as renewed from year to year thereafter unless either party to this agreement notifies the other party in writing at least ninety (90) days prior to the expiration of their desire to modify this agreement.

Memorandum of Understanding

Employee Safety Issues

The parties agree to a meeting at Montana State University-Bozeman to include the bargaining agent, union stewards, human resources personnel, physical plant personnel, and personnel from Safety and Risk Management to discuss the appropriate reaction to employee safety issues including but not limited to: asbestos, chemical, and biohazards.

ADDENDUM A

CLASSIFICATIONS WITHIN THE BARGAINING UNIT

1. The bargaining unit shall include the following classifications at Montana State University-Bozeman except where positions are included in the Teamster's bargaining unit.

Custodian, grades 7 and 8

Custodial Supervisor, grade 9

Groundskeeper, grade 6

Groundskeeper Technician, grade 10

Maintenance Worker, grade 10

Equipment Operator, grades 10 and 11

2. The bargaining unit shall include the following classifications at Montana State University-Billings:

Custodian, grades 7 and 8

Custodial Supervisor, grade 10

Groundskeeper, grade 6

Groundskeeper Technician, grade 10

Maintenance Worker, grade 10

Equipment Mechanic, grades 10 and 11

3. The bargaining unit shall include the following classifications at The University of Montana-Missoula:

Equipment Operator, grade 10

Insulation Technician, grade 11

Maintenance Worker, grades 9, 10, and 11

ADDENDUM B

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

FY 2002 Pay Plan – Hourly for new entry employees

Effective the first day of the pay period including

November 1, 2001

GRADE	ENTRY	MARKET
6	6.620	7.881
7	7.186	8.575
8	7.829	9.363
9	8.518	10.214
10	9.284	11.159
11	10.124	12.196
12	11.056	13.352

**FY 2003 Pay Plan - Hourly for new entry employees
effective the first day of the pay period including
November 1, 2002**

GRADE	ENTRY	MARKET
6	6.845	8.149
7	7.431	8.866
8	8.095	9.681

9	8.808	10.561
10	9.600	11.538
11	10.468	12.611
12	11.432	13.806

ADDENDUM C

GRIEVANCE FORM

1. Name of employee grievant:
2. Date(s) alleged grievance occurred:
3. Name(s) of administrator(s) involved in violation of contract on which grievance is based:
4. Articles and sections of contract which were violated (quote specific language):
5. Summary and explanation of grievance:
6. Witnesses:
7. Documents (identify here and attach):
8. Remedy requested:

DATED this ____ day of _____, 19__.

Signature of Employee Grievant

Signature of Union Representative

ADDENDUM D

State Statutes

- [2-18-611. Annual vacation leave.](#)
- [2-18-612. Rate earned.](#)
- [2-18-614. Military leave considered service.](#)
- [2-18-615. Absence because of illness not chargeable against vacation unless employee approves.](#)
- [2-18-616. Determination of vacation dates.](#)
- [2-18-617. Accumulation of leave -- cash for unused -- transfer.](#)
- [2-18-618. Sick leave.](#)
- [2-18-619. Jury duty -- service as witness.](#)
- [2-18-620. Mandatory leave of absence for employees holding public office -- return requirements.](#)
- [2-18-621. Unlawful termination.](#)
- [10-1-604. Leave of absence of public employees attending training camp or similar training program.](#)
- [49-2-310. Maternity leave -- unlawful acts of employers.](#)

2-18-611. Annual vacation leave. (1) Each permanent full-time employee shall earn annual vacation leave credits from the first day of employment. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months.

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

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

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

(5) Temporary employees do not earn vacation leave credits, except that a temporary employee who is subsequently hired into a permanent position within the same jurisdiction without a break in service and temporary employees who are employed continuously longer than 6 months may count as earned leave credits for the immediate term of temporary employment.

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

Years of employment	Working days credit
1 day through 10 years	15
10 years through 15 years	18

15 years through 20 years	21
20 years on	24

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

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

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

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

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

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

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

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

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

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

2-18-617. Accumulation of leave -- cash for unused -- transfer. (1)(a) Except as provided in subsection

(1)(b), annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

(b) It is the responsibility of the head of an employing agency to provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. If an employee makes a reasonable written request to use excess vacation leave before the excess vacation leave must be forfeited under subsection

(1)(a) and the employing agency denies the request, the excess vacation leave is not forfeited and the employing agency shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited under subsection (1)(a).

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

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

2-18-618. Sick leave. (1) A permanent full-time employee earns sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) equals 1 year. Sick leave credits must be credited at the end of each pay period. Sick leave credits are earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days.

(2) An employee may not accrue sick leave credits while in a leave-without-pay status.

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

(4) Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

(5) An employee who terminates employment with the agency is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave must be computed on the basis of the employee's salary or wage at the time he terminates his employment with the state, county, or city. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971. The payment is the responsibility of the agency in which the sick leave accrues. However, an employee does not forfeit any sick leave rights or benefits he had accrued prior to July 1, 1971. However, when an employee transfers between agencies within the same jurisdiction, he is not entitled to a lump-sum payment. In a transfer between agencies, the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.

(6) An employee who receives a lump-sum payment pursuant to this section and who is again employed by any agency may not be credited with any sick leave for which the employee has previously been compensated.

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

(8) An employee may contribute any portion of his accumulated sick leave to a nonrefundable sick leave fund for state employees and becomes eligible to draw upon the fund if an extensive illness or accident exhausts his accumulated sick leave. The department of administration shall, in consultation with the state employee group benefits advisory council, provided for in 2-15-1016, administer the sick leave fund and adopt rules to implement this subsection.

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

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

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

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

2-18-620. Mandatory leave of absence for employees holding public office -- return requirements. (1)

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

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

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

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

10-1-604. Leave of absence of public employees attending training camp or similar training program.

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

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

(1) terminate a woman's employment because of her pregnancy;

(2) refuse to grant to the employee a reasonable leave of absence for such pregnancy;

(3) deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her employer, provided that the employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or

(4) require that an employee take a mandatory maternity leave for an unreasonable length of time.

ADDENDUM E

JOB HOTLINE NUMBERS

Employees desiring information on employment opportunities within the Montana University System may call the following Job Hotline numbers:

1-406-243-6760 The University of Montana-Missoula

1-406-994-3343 Montana State University-Bozeman

1-406-657-2278 Montana State University-Billings

ADDENDUM F

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

A. **WORK DAY**

The work week shall be in common among all employees. The normal work day shall be between 7:00 a.m. and 5:30 p.m. with the exception of differing schedules for snow removal and street sweeping. By mutual agreement between the union and the supervisor(s) the regularly scheduled shift may be modified.

B. **FREE MEALS PERIODS AND FREE MEALS**

Employees at The University of Montana-Missoula who are required to work at least twelve (12) consecutive hours will be reimbursed for an evening meal at the statutory rate.

C. **WAGES**

1. Effective November 1, 2001, employees shall receive a 4% salary increase.
2. Effective November 1, 2002, employees shall be eligible for .5% Achievement Pay. This award of Achievement Pay on November 1, 2002 follows the Performance Development Cycle, which commences no later than January 1, 2002 and ends on September 30, 2002 and shall be in accordance with the MAP Performance Development and Compensation Programs Guide.
3. Effective November 1, 2002, full-time employees shall receive the greater of a 3.75% or \$700.00 increase (or a proportionate amount for part-time employees).
4. Effective June 1, 2003, employees shall be eligible for .5% Achievement Pay. The award of Achievement Pay on June 1, 2003 follows the Performance Development Cycle, which commences on approximately October 1, 2002 and ends on May 31, 2003, and shall be in accordance with the MAP performance Development and Compensation Programs Guide.
5. Effective January 1, 2002, in addition to the salary increases specified above, employees are eligible for additional forms of pay increases as outlined in the MAP Performance Development and Compensation Programs Guide such as: lump sum awards, strategic pay, and progression pay.

D. MAP IMPLEMENTATION

1. The employer and the bargaining agent agree to implement the Montana Achievement Project (MAP), as outlined in the MAP Performance Development and Compensation Programs Guide as soon as practical. It is recognized that all employees and their supervisors must receive MAP training prior to implementation.
2. Employees shall be eligible to submit requests for reclassifications or file a formal classification appeal under the state classification system only until November 1, 2001. Any appeal or request for reclassification filed after November 1, 2001 shall be denied and shall be without any further avenue of appeal. However, formal classification appeals may be initiated within thirty (30) calendar days following the denial of the request for reclassification as long as the initial request for reclassification was submitted prior to November 1, 2001.
3. Employees will be notified of the broad band to which their position is to be assigned no later than October 1, 2001. Appeals over this assignment must be initiated within thirty (30) calendar days following notification of the employee.

ADDENDUM H

PENSION CONTRIBUTIONS

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

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

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

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

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

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

The Employer shall forward contributions for collection periods consisting of each calendar month. The total amount due for each collection period shall be remitted in lump sum by the 20th day of the month following the end of each collection period. It is

understood and agreed that the calendar year for collections shall begin with the first day of the first full pay period of January of each year.

In compliance with state and federal laws and regulations, the employer agrees to sign a pension participation agreement and other form of documents (as furnished by the union) that may be necessary to effectuate and continue in existence the pension plan, to abide by such rules as may be established by the trustees of said trust fund to facilitate the determination of the hours for which contributions are due, the amount and orderly collection of such accounts, and the accurate reporting and recording of such amounts paid on account of each employer of the unit.

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