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IDnum 358 **Language** English **Country** United States **State** MT

Union CWA (Communications Workers of America) AFL-CIO

Local 14740

Occupations Represented
Printing machine operators
Writers and editors
Desktop publishers

Bargaining Agency Montana University System

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE MONTANA UNIVERSITY SYSTEM
AND
PRINT, PUBLISHING AND MEDIA SECTOR
OF THE COMMUNICATION WORKERS OF AMERICA
LOCAL 14740
and
GRAPHIC COMMUNICATION
INTERNATIONAL UNION
LOCAL 242-C
JULY 1, 2001 THROUGH JUNE 30, 2003

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PREAMBLE

This agreement is made and entered into on this the First day of July, 1997, by and between the Montana University System at the University of Montana in Missoula, Montana, hereinafter referred to as the employer, and PRINTING, PUBLISHING AND MEDIA WORKERS SECTOR OF THE COMMUNICATIONS WORKERS OF AMERICA, LOCAL 14740, and GRAPHIC COMMUNICATION INTERNATIONAL UNION, LOCAL 242-C, hereinafter referred to as the bargaining agents, 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, hereinafter referred to as employee(s), and the parties hereto mutually agree as follows:

ARTICLE I. CONTRACT TERM AND NEGOTIATIONS SCHEDULE

- [Legislative Contingencies](#)

Section A. Contract Term

This contract shall be in full force and effect from the date of 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, 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, 2003.

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. 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. 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.

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. In the event of a difference arising between the parties thereto, all work shall continue without interruption.

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 persons from its membership, apprenticeship or training program because of such person's sex, age, physical or mental disability, race, religion, color, or national origin, nor will the 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

- [Payment of Dues or Service Fee](#)
- [Appointment of Employee Representative of Bargaining Agent](#)
- [Upholding Bargaining Agent Principles](#)
- [Representation by the Bargaining Agent](#)
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Section A. Representation and Unit Definition

1. Recognition

The employer recognizes the bargaining agent as the sole and exclusive representative of those employed 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. Job titles mutually agreed to be within the Communication Workers of America Local 14740 are in [Addendum A](#). Job titles mutually agreed to be within the Graphic Communication International Union Local 242-C are in [Addendum B](#).

2. Excluded Employees

Student and part-time irregularly scheduled employees shall be excluded from this agreement so long as such employment will not result in any reduction in the number of persons employed in the bargaining unit, or in the number of regular hours of employment of any employee in the bargaining unit.

Section B. Payment of Dues or Service Fee

1. 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 the monthly dues of the bargaining agent or a service fee in lieu of dues as a contribution toward the administration of this agreement. New employees shall be allowed thirty (30) calendar days after employment in which to comply with this requirement. Any 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).

2. Employee's Rights to Dues Checkoff

The employer agrees, upon receipt of written authority from the employee, to deduct from the pay of the employee the monthly amount of dues, or service fee in lieu of dues, as certified by the appropriate officer of the bargaining agent. The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the appropriate officer of the bargaining agent by the 15th of the succeeding month. (39-31-203, MCA.).

3. Exemption from Dues

No employee who is a member of a bona fide religious sect, or division thereof, the established and traditional tenets or teachings of which oppose a requirement that a member of such sect or division join or financially support any labor organization, may be required to join or financially support any labor organization as a condition of employment, if such employee pays, in lieu of monthly union dues, initiation fees, and assessments, at the same time or times such monthly 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 clergyperson not connected with the sect in question, a labor union official not directly connected with the labor organization in question, and a member of the public at large, who shall be the chairperson. The committee shall, within ten (10) days of the date of its appointment, meet at the locals of either the employee's residence or place of employment and, after receiving written or oral presentations from all interested parties, determine by a majority vote whether or not such public employee qualifies for the right of 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, MCA).

Section C. 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.

Section D. Upholding Bargaining Agent Principles

No employee shall be discharged or discriminated against for upholding bargaining agent principles, working under the instructions of the bargaining agent or serving on a committee where such activities are protected under the Collective Bargaining Act.

Section E. Representation by the Bargaining Agent

Each employee covered by this agreement shall have the right to have a representative of the bargaining agent present when disciplinary action is contemplated or when an employee's violation of Article XIV, Section B, 5, j, 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.

Section F. Rights to Notice and Communication

1. Notice of Changes in Bargaining Unit

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

a. New Hires

The employer shall furnish the bargaining agents with a monthly list of the name, date of hire, and place of work of any new employee within the bargaining unit.

b. Layoffs

The bargaining agent shall be given a least ten (10) working days notice of any anticipated layoff other than a scheduled layoff to any employee in the bargaining unit.

c. Change in Job Titles

Notice of any intent to add or delete job titles shall be given by the employer to the bargaining agent ten (10) days prior to the actual

change. No employee shall be given a new job title or reallocated to a lower job title until the employer has notified the bargaining agent sufficiently in advance to allow comment or appeal.

2. 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 budgeted department.

3. Visiting Work Areas

The authorized representative of the bargaining agent shall have access to the job during hours for official business after notifying the appropriate available supervisor or representative thereof of the work area to be visited and the anticipated time of the visit.

4. Bulletin Boards

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

5. Policy Manual

Employees and the bargaining agents shall have access to a copy of the official policy manual of the employer containing policies relating to terms and conditions of employment.

6. 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.

7. Copies of Contract

Upon final ratification and approval of this agreement, the employer shall prepare and make available to the bargaining agent and each of the employees in the bargaining unit a copy thereof.

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 employers operations are to be conducted.
6. Taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency.
7. Establishing the methods and processes by which work is to be performed (39-31-303, MCA).

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

ARTICLE VIII. DEFINITIONS OF 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 has completed the probationary period in a permanent position and may not be terminated 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.

3. Full-Time Employees

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

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.

5. Student Employees

Student employees must work under the supervision of a qualified employee and may assist but not operate machinery generally operated by a journeyman within the jurisdiction of the bargaining agent. A student is defined as any person who regularly registers for at least seven (7)

credits per quarter/semester. Any student employed in a permanent position shall be regarded as an employee rather than as a student, regardless of the number of credits for which registered. 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/semesters during which registered as long as the student remains academically qualified to register and has not withdrawn from student status.

ARTICLE IX. VACANCIES AND PROMOTION

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

Section A. Prior to Initial Hiring

No person may be hired by the employer unless selected by means of the university's 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. Hiring Criteria

The bargaining agent or a designee and the employer agree to work together to develop hiring criteria for permanent positions.

Section C. 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 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 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.

Section E. Preference in Employment

1. Veterans

The employer and the union are bound by the Vietnam Era Veterans Readjustment Assistance Act and applicable regulations.

2. Seniority

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

ARTICLE X. TERMS AND CONDITIONS OF EMPLOYMENT

- [Probationary Period](#)
- [Seniority](#)
- [Outside Employment](#)
- [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](#)
- [Emergency Use of Health Services](#)

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 six (6) calendar months of employment of any newly-hired employee shall be a period of probation. At any time during the period of probation, the employee may be discharged without any showing of cause and without a warning letter. 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 uninterrupted service with the employer in a position within a classification and in a budgeted department. The starting date in the position shall be the seniority date.

2. Seniority Rights

The rights 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.

Section C. Outside Employment

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

Section D. 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 violations of regulations at the expense of the violator, and withhold the amount of any unpaid fines from wages (20-25-312, MCA).

Section E. Employment Records

Any employee shall be entitled, upon request, to see his/her own official employee file.

Section F. Educational Leave and Fee Waivers

Any permanent employee who works at least three-quarter time (.75 FTE) during the entire period of enrollment is entitled to a waiver of fees in accordance with the individual university system unit's current policy provided the employee: is academically qualified, obtains the supervisor's approval, and takes vacation or educational leave without pay for all hours absent from the regular work schedule or makes up the time absent from work.

Section G. Ethical Conduct and Prohibited Political Activities

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 as a public employee 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. Staff Participation in Governance

The employer shall not discontinue staff participation in governance and shall continue to grant nonacademic membership on the 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 I. Meal Periods

No employee shall be scheduled to work more than five (5) consecutive hours without being allowed a meal period, except in cases of emergency.

Section J. 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 K. 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, MCA) 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, MCA) Employees shall notify the supervisor of any safety hazards incident to their employment (50-71-322, MCA).

Section L. Emergency Use of Health Services

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.

ARTICLE XI. EMPLOYEE BENEFITS

- [Leaves of Absence Without Pay](#)
- [Holidays](#)
- [Rest Periods](#)
- [Retirement](#)
- [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 law, a copy of which is attached in Addendum C.

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. 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 law, a copy of which is attached in Addendum C.

a. Definition

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 a death of a member of the employee's immediate family. The employee's immediate family shall consist of: spouse, parents, grandparents, siblings, children, grandchildren, household dependents and corresponding in-laws.

b. 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.

c. Physician's Certificate

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

d. Medical Appointments

Medical appointments may be charged to sick leave. The employee must notify the supervisor of a medical appointment at least twenty-four (24) hours in advance except in case of emergency.

e. 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.

f. 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.

g. Abuse Defined

Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave, or when an employee uses sick leave for unauthorized purposes.

h. 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.

i. 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 with or without loss of pay to a position for which he/she is qualified provided the change can be accomplished without displacing another employee.

j. Workers ' Compensation

Because an employee's pay continues while on sick leave, no employee is entitled to be paid both sick leave and worker s compensation payments. Worker s compensation benefits are administered in accordance with Title 39, Chapter 71, MCA.

3. Jury Duty or Subpoena

Any employee summoned as a juror or subpoenaed as a witness shall be granted leave in accordance with state law, a copy of which is attached in [Addendum C](#).

4. Military Training Leave

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

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.

2. Public Service Leave

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

3. Bargaining Agent Representative Leave

The employer may grant reasonable leaves of absence without pay to one or two employees whenever required in the performance of duties as duly authorized representatives of the bargaining agent. Duly authorized representatives means members of regularly constituted committees and/or

officers of the bargaining agent, and a list of such representatives will be supplied to the personnel director or other appropriate official by the bargaining agent.

4. Maternity Leave

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

5. Educational Leave

Any permanent employee who works at least three-quarter time may, upon request and approval of the supervisor, be granted leave without pay or leave with pay if the employee arranged with the supervisor to make up the time absent from work for any number of hours per day or number of days per week for the purpose of taking any number of accredited courses. (Cross Reference Article X, Section F, page 8)

6. 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 either seniority or 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.

Section C. Holidays

1. Holidays Listed

- a. New Year's Day January 1
- b. Martin Luther King, Jr. Day Third Monday in January
- c. Lincoln's and Washington's Birthdays Third Monday in February
- d. Memorial Day Last Monday in May
- e. Independence Day July 4

- f. Labor Day First Monday in September
- g. Columbus Day Second Monday in October
- h. Veteran's Day November 11
- i. Thanksgiving Day Fourth Thursday in November
- j. Christmas Day December 25
- k. State General Election Day - Even numbered years

The 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, MCA.

- a. the Friday following Thanksgiving;
- b. the Monday before Christmas Day or New Year's Day if either holiday falls on Tuesday;
- 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 holidays 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 day, 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 full-time employee who is scheduled for a day off on a day which is observed as a holiday shall be entitled to receive a day off either on the day preceding or following the holiday, whichever allows a day off in addition to the employee's regularly scheduled day off or an alternate day off which is agreeable to the employee and employer (2-18-603, MCA).

5. Part-Time Prorated

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

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 (2-18-603, MCA). If a new employee or an employee returning from inactive status or layoff reports to work on a day following the holiday, the employee will not receive compensation for the holiday except as provided for herein.

7. Holiday Layoff

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

Section D. Rest Periods

All employees shall be allowed a fifteen (15) minute rest break within each four (4) consecutive hour work period. It shall be the supervisor's responsibility to make time available to ensure each employee receives such rest break. Such break shall be taken without loss of pay and the employee shall not be required to make up such time. Employees may not accrue rest breaks not taken.

Section E. Retirement

Retirement benefits and eligibility are subject to state law.

Section F. Insurance Coverage

1. Group Insurance

The employer contributions to health insurance for eligible employees shall be \$325.00 per month for the fiscal year ending June 30, 2002, and \$366.00 per month for the fiscal year ending June 30, 2003. The employer will continue to make insurance contributions on behalf of employees for up to four months while an employee is on a workers compensation leave of absence as a result of an injury sustained while employed at a unit of the university system.

2. State Insurance

a. Unemployment and Workers Compensation

Employees shall be covered by 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.

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, MCA).

ARTICLE XII. TRAVEL

Travel policies and procedures will be according to state statutes.

ARTICLE XIII. GRIEVANCE PROCEDURE

- [Grievance Steps](#)
- [Arbitration](#)
- [Rules of Grievance Processing](#)

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

Within ten (10) working days of the occurrence of the grievance, an employee with a grievance shall present the grievance to the bargaining agent. The bargaining agent may present the grievance to the Director of Printing Services within ten (10) working days from receipt of the grievance. Any grievance which is not filed within this time limit shall be invalid and without further recourse.

Section C. Grievance Steps

1. **Step 1 – Informal Procedure:** Within ten (10) days of receipt of the grievance by the Director of Printing Services, the Director and the bargaining agent shall make every reasonable effort to resolve the grievance.

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

Step 3: Should the allegedly aggrieved employee and the bargaining agent consider the reply of the Director of Human Resource Services unsatisfactory, the bargaining agent may, within ten (10) working days of the step 2 response, submit the grievance in writing to the Commissioner of Higher Education. The Commissioner of Higher Education shall respond in writing to the grievant and the bargaining agent within fifteen (15) working days of receipt of the grievance.

Section D. Arbitration

1. **Request for Arbitration**

If the aggrieved employee and the bargaining agent consider the decision of the Commissioner of Higher Education 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 Director of Human Resource Services of their desire to take the grievance to arbitration.

2. Selection of Arbitrator

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

3. Authority of Arbitrator

The decision of the arbitrator shall be final and binding except that no arbitrator shall have the authority to add to, subtract from or modify the terms of this agreement. Arbitrators do not have authority to hear complaints involving team growth plans, the award of team growth plan pay or the award of lump sum bonuses, strategic pay or progression pay. Appeals concerning team growth plans and associated pay options are to be filed and processed in accordance with the applicable campus policy.

4. Costs of Arbitration

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

Section E. Rules of Grievance Processing

1. Timeframes

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days which are not designated as holidays. In computing any period of time prescribed herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. Time limits specified herein may be extended by mutual agreement of the parties involved at that step of the procedures. Any grievance which is not filed or advanced within the time limits provided for herein shall be invalid and without further recourse.

2. Written Grievances

Grievances presented in writing shall include a statement of the grievance and the facts upon which it is based, the contract provisions allegedly violated and the remedy or correction requested.

ARTICLE XIV DISCONTINUANCE OF EMPLOYMENT

- [Permanent Discontinuance of Employment](#)
- [Employee Assistance Program](#)

Section A. Temporary Discontinuance of Employment

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

1. Temporary Layoff

In the absence of funds to continue the position or work to be performed by the employee holding the position, the employer may lay off the employee for a specified or indefinite term. When the term expires or the reason for the layoff ceases to exist, the employees shall have the right to be reinstated to the position consistent with the employee ' s retained seniority rights for up to two (2) years after the date of the layoff.

2. Scheduled Layoff

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

3. Disciplinary Layoff

After delivery of a written warning letter when required by the section on discharge, the employer may impose a disciplinary layoff for up to five (5) days. Disciplinary layoffs exceeding five (5) days, but not to exceed thirty (30) calendar days, may be imposed after a discussion with the bargaining agent. Disciplinary suspensions do not constitute a waiver of the right to discharge in any other instance and maybe subject to the grievance procedure.

4. Layoff Procedures

Except for scheduled layoffs, the employer shall give at least ten (10) working days' notice to employees who are to be laid off. Layoffs and recalls to employment shall be in the order of seniority and any employee

laid off shall be automatically notified of and considered for any subsequent job openings for which the employee may be qualified for up to two (2) years after the date of the layoff. Both the employee and the bargaining agent shall be notified by certified mail of any recall to employment and if the employee fails to communicate acceptance of the offer of reemployment within ten (10) working days from the date of receipt of the offer, the employee shall be considered as having forfeited the right to reemployment.

Section B. Permanent Discontinuance of Employment

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

1. Resignation

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

2. Retirement

The Public Employees' Retirement System eligibility and benefits are subject to Title 19, Chapter 3, MCA.

3. Disability

In the event that an employee becomes incapable of performing the regular duties of the employee's classification and sick leave, annual leave, and the one (1) year maximum of leave without pay have been exhausted without correction or removal of the disability, 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.

4. Permanent Layoff

An employee may be permanently laid off due to discontinuance of a department, job title, or program, or the lack of funds or absence of work

to be performed. The permanent layoff is distinguished from the temporary layoff in that there is no expectation that the employee may ever be recalled. The permanent layoff is distinguished from the discharge in that the layoff is in no way the result of any fault on the part of the employee and shall not result in any denial of cash compensation for unused vacation leave. Whenever permanent layoff is required the employer shall provide letters of recommendations and seek to assist the employee in obtaining other employment. At least ten (10) working days' notice shall be given before any permanent layoff.

5. Discharge

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

a. 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.

b. Discharge With Cause

No permanent employee who has completed the probationary period may be discharged without cause.

c. Protection of Discharged Employee

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

d. Employer to Furnish Reason for Discharge

The employer shall furnish, upon demand, a written statement of the reasons for discharge (39-2-801 MCA).

e. 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, MCA).

f. 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, MCA). 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.

g. 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 (RCM 59-1003). 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, MCA).

h. Right to Warning Letter

Prior to a discharge or suspension of a permanent employee, such employee shall normally be given at least one (1) written warning notice. However, 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. A 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 given to the employee, one (1) copy shall be sent to the Director of Human Resource Services or other appropriate officer, and one (1) copy shall be sent to the bargaining agent.

i. Duration of Warning Letter

Employees may request the employer to remove a warning letter from their personnel file if the employee's conduct and work performance have been satisfactory during the previous one (1) year. Warning notices shall be subject to the grievance procedure.

j. Means of Effecting Discharge

The discharge of an employee shall be effected by giving written notice to the employee and the bargaining agent.

k. Wages of Discharged Employee

Upon receipt of notice of discharge, the discharged employee may demand payment of all wages and lump sum payments for accrued benefits to which the employee was entitled as of the date of the discharge. Upon receipt of demand for payment, the employer shall have a maximum of fifteen (15) calendar days within which to pay the full amount lawfully due the discharged employee.

1. 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.
4. Rehabilitation will be given priority and pursued with the employee before any formal discharge or disciplinary action is contemplated. In such situation, the employer will recognize that:
 - (a) The employer must assume responsibility for bringing to the attention of the employee those work deficiencies which are observed and thought to be a result of the health problems.
 - (b) The employer is receptive to and encourages employees to indicate their problems and desire for assistance.
 - (c) The nature of these problems often requires the creation of a crisis before an affected individual will pursue professional help.

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

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, of this contract.

ARTICLE XV. COMPENSATION

- [Rates Specified](#)
- [Longevity Pay](#)
- [Premium Pay](#)
- [Designation of Person Authorized to Receive Decedent's Warrants](#)

Section A. Rates Specified

Employees covered by this agreement shall be compensated for hours worked at the appropriate hourly rate specified in the addenda. It is understood that all positions listed in the addenda need not be filled.

Section B. Longevity Pay

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 five (5) year periods of uninterrupted state service in accordance with state statutes. Effective October 1, 1999 the longevity increment for employees who have completed fifteen (15) years and twenty (20) years of uninterrupted state service shall be increased to 2% of the employee's base salary.

Section C. Premium Pay

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, MCA) (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 prior 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 and to obtain the approval of the supervisor for any overtime worked.

b. Avoidance Prohibited

Employees shall not be required to suspend work during regularly scheduled hours to absorb overtime.

c. Time Worked

For purposes of computing the eight (8) hour day or the forty (40) hour week to determine entitlement to overtime pay, all sick leave, vacation leave, and holidays shall count as time worked to be added to other hours worked.

2. Compensatory Time in Lieu of Overtime Pay

Upon agreement of the employer and the employee, the employee may receive compensatory time in lieu of overtime. Compensatory time records will be kept as a part of the usual employee time records. Employees can use their compensatory time on a mutually agreed upon schedule between employee and employer. In case of conflicting requests to use compensatory time, the management of printing services will decide which and how many requests can be accommodated at any time.

3. Call Outs

Employees who are called out for work in excess of an eight (8) hour shift or forty (40) hour workweek shall be paid for a minimum of two (2) hours at the rate of one and one-half (1½) times the regular rate of pay. It is understood that this provision does not apply to work which occurs immediately prior to or immediately after the work day.

4. 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.

5. Optional Deductions

Any employee shall be entitled upon request to have any of the following deducted from wages: university sponsored health insurance, life

insurance, credit union, bonds, tax sheltered annuities and dues due to bargaining agent.

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

Any employee, by completing the standard form, may designate a person to receive the warranty 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, MCA).

ADDENDUM A

COMMUNICATION WORKERS OF AMERICA LOCAL 14720,

PRINTING, PUBLISHING AND MEDIA SECTOR WORKERS LOCAL #277

- [WAGES](#)
- [SCOPE OF WORK](#)
- [WORK DAY - WORK WEEK](#)
- [SANITARY REGULATIONS](#)
- [PRIORITY/SENIORITY RIGHTS](#)

I. WAGES

A. Wages

It is understood and agreed between the parties to this agreement that compensation for those employees covered by this agreement for the period indicated shall be as follows:

November 1, 2001

Journeyman Printer	16.30
Lead Printer	16.75
Journeyman Graphic Artist	16.30
Graphic Artist Manager	17.75
Production Manager	17.53
Word Processing Services Manager	16.30

Effective November 1, 2002 employees who meet the goals set forth in the Team Growth Plan are eligible for .5% team growth pay.

Effective November 1, 2002 all employees shall receive a 3.75% salary increase.

Effective June 1, 2003 employees who meet the goals set forth in the Team Growth Plan are eligible for .5% team growth pay.

Effective January 1, 2002, in addition to the salary increases specified above, employees are eligible for additional forms of pay increases as outlined in campus policy such as lump sum awards, strategic pay and progression pay. Employees are not eligible to file a grievance under the contractual grievance procedure over the receipt of or failure to receive team growth pay, lump sum awards, strategic pay or progression pay.

B. Apprentice Wage

The minimum scale for apprentices shall be in proportion to the journeyman's scale as follows:

FIRST YEAR

First Six Months	60%
Second Six Months	70%

SECOND YEAR

First Six Months	80%
Second Six Months	90%

At the end of the second year of apprenticeship training, upon becoming a journeyman, 100% of the current journeyman's scale shall be paid.

II. SCOPE OF WORK

A. Jurisdiction

1. Jurisdiction of the bargaining agent includes all work performed by employees within the jurisdiction of the Communication Workers of America Local 14740, including but not limited to typesetting, pasteup, camera, stripping, platemaking, electronic image creation and manipulation, graphic art and related tasks.
2. Employees may perform work at their regular rate of pay within the scope of work of the graphic Communications International Union Local 242-C as long as such work does not result in the layoff or reduction of regular hours of an employee covered by Addendum B. Likewise, employees, covered by Addendum B may perform work within the jurisdiction of the Communication Workers of America Local 14740, as long as such work does not result in the layoff or reduction of regular hours of an employee covered by Addendum A. Upon contract expiration, either party may open this provision for renegotiations.

B. New Methods

In the event the employer decides to introduce any new equipment, machinery, or process which is a substitute for, or evolution of, present composing equipment, machinery or processes, employees covered by this contract will perform all work within the jurisdiction of the bargaining agent regardless of the equipment or material used or where the work is performed. The employer agrees to provide journeymen and apprentices with adequate equipment and full opportunity to become proficient on all such equipment and processes. The bargaining agent agrees to supply journeymen and apprentices to carry out the purposes of this section.

C. Scope of Work

1. There are four classes of work covered by this addendum: a) Graphic Design, b) Electronic Pre-Press, c) Darkroom Assembly/Plate Making, and d) Word Processing.

a. Graphic Design includes but is not limited to the following:

Graphic Artists meet with clients to determine needs; assess market client is targeting; determine client's budget restrictions; make proposals within the budget; conceptualize and create art work either originally or electronically; integrate art work and type and prepare prototypes for formal presentation to clients; and finalize all aspects (paper/color/quantity/delivery date/ assembly/etc.) of project for delivery to darkroom. Graphic Artists operate scanners (slide and flatbed), PC and Macintosh computers (using a wide variety of software), and laser and color printers. Also directs student employees. This area may be directed by a lead journey person who coordinates and manages the production schedule within the area.

b. Electronic Pre-Press includes but is not limited to the processes needed to produce negatives electronically through the image setter. Scanning, actual operation of the image setter, and use of the many desktop publishing, PhotoShop and Design programs are used to accomplish creation of negatives for printing plate production. Oversees, establishes and maintains electronic filing. This area may be directed by a lead journey person.

c. Darkroom Assembly / Plate Making includes but is not limited to the following: Journey persons responsible for camera work, image assembly, and proofing / plate making. Organizes projects for most cost effective production. Occasionally meets with clients to ascertain specific requirements for projects. Oversees filing systems for films and plates; manages darkroom inventory; and directs student employees. This area may be directed by a lead journey person.

d. Word Processing includes but is not limited to the following: Using computers, types copy, designs fliers, forms, brochures; creates templates; does paste up; directs student employees; meets with clients to assess needs. The Word Processing Services Manager also supervises, organizes, prepares estimates, and prices jobs. This area may be directed by a lead journey person.

e. Many of the above duties overlap. Two examples: Someone doing word processing may also be responsible for paste up or overseeing paste up. A graphic artist may do camera work.

2. It must be noted that as technology develops, job descriptions and responsibilities change. Equipment is shared. Journey persons seeking training in areas in which they aren't competent will be accorded time and opportunity by the employer by mutual agreement.

D. Apprentices

1. Ratio

No apprentice shall be employed where less than two (2) journeymen are regularly employed and no more than one (1) apprentice for each additional five (5) journeymen.

2. Committee

A Joint Apprenticeship Committee composed of an equal number of representatives of the bargaining agent and employer shall be selected by the parties to this agreement.

3. Age - Term - Training

- a. Apprentices shall not be less than eighteen (18) years of age at the beginning of their apprenticeship and shall serve a term of two (2) years.
- b. The Joint Apprenticeship Committee shall establish a training program for apprentices.
- c. At least one (1) year of the training program must be devoted to training on the electronic pre-press components (image assembly, scanning, use of desk top publishing programs). The training program must also include camera, paste up (manual image assembly), film stripping, and proofing / plate making.
- d. The Joint Apprenticeship Committee shall have authority to vary training programs to meet the problems arising because of varying equipment.
- e. Should an apprentice be careless and neglectful of the duties required by those in control of his/her trade training, the case shall be referred to the committee for examination and action.
- f. The Joint Apprenticeship Committee shall be responsible for ascertaining that apprentices receive thorough training in all aspects of the trade.
- g. The advancement in training and wage rates of any apprentice may be accelerated by the Joint Apprenticeship Committee according to the progress made by the apprentice and the term of his/her apprenticeship may be shortened to the extent of such accelerated advancement.

h. When apprentices show proficiency in one (1) branch, they must be advanced to other classes of work.

4. Union Printing Course

When an applicant has been approved and accepted for apprenticeship, he/she shall be enrolled in the International Typographical Union Course of Lessons in Printing, which course, together with such other trade training as the International Typographical Union may require, shall be satisfactorily completed before the apprentice is classed as a journeyman/journeywoman.

5. Same Conditions as Journeyman

Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labor.

6. Apprentice Overtime

No apprentice shall be employed on overtime work in an office unless the number of journeymen working overtime on the same shift equals the ratio prescribed in Section D, 1, of this Article unless journeymen have declined the overtime.

7. Periodic Examinations

Apprentices shall undergo periodic examinations before the Joint Apprenticeship Committee. Their work must show if they are entitled to the increased wage scale provided in this agreement.

8. Chairperson Reports

Chairpersons of offices where apprentices are employed are required to make quarterly reports to the Joint Apprenticeship Committee. These reports must show if the agreed conditions are being fulfilled by all parties to this agreement, whether apprentices are being held back, or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workmen/workwomen, such fact must be set forth in the report.

9. Typing Test

An apprentice must demonstrate ability to type at a rate appropriate for the position.

III. WORK DAY - WORK WEEK

A. Work Day

The basic straight-time work day including alternate work shifts for all employees shall be eight (8) consecutive hours, exclusive of meal period which shall not exceed one hour. The normal day time work shift shall be between the hours of 5:00 a.m. and 5:00 p.m. The normal evening shift shall be between the hours of 2:00 p.m. and 12:00 midnight. Alternate workshifts may be established. Employees will be assigned to alternate work shifts on the basis of mutual agreement or if no agreement can be reached, the qualified employee with the least seniority will be assigned the alternate work shift. All shift changes require five (5) working days notice unless by mutual agreement of employee and employer. Shift changes require five (5) days notification to bargaining agent.

B. Work Week

Forty (40) hours within any five (5) consecutive days, Monday through Friday, inclusive, shall constitute the work week, except for the Friday night shift which may extend into Saturday morning.

IV. SANITARY REGULATIONS

The employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work of the composing room, and all machines or apparatus operated in the composing room, or in the rooms adjacent thereto, from which dust, gases, or other impurities are produced or generated, shall be equipped in such manner as to protect the health of the employee.

V. PRIORITY/SENIORITY RIGHTS

A. Definition of Priority/Seniority

Seniority is defined in Article X.B.1 and 2 of this contract. For purposes of this contract, the priority date shall be the same as the seniority date.

B. Reduction in Force

There are four (4) classes of work covered by this addendum: graphic design, electronic pre-press, darkroom assembly / plate making, and word processing. If a reduction in force becomes necessary, the Director shall consult with two employees appointed by the bargaining agent and shall then decide in what class of work the reduction is necessary and then the journeyman with the least seniority in the class of work decided upon shall be laid off. The journeyman to be laid off may claim any other work he/she is competent to perform in the other classes of work not being reduced which is being performed by a journeyman with less seniority.

C. Posting

The employer shall post and publish all job vacancy notices for newly created or vacated positions, which include shift changes, at least five (5) days in advance of the position opening to permit all employees an equal opportunity to make application for the position. Positions shall be posted for journeymen printers only, and the applicant having the greatest priority/seniority shall prevail. A journeyman printer is one who can claim competence in three (3) or more of the following categories: graphic design, camera, image assembly, proofing / plate making, electronic pre-press, and word processing.

ADDENDUM B

GRAPHIC COMMUNICATION INTERNATIONAL UNION LOCAL 242-C

- [WAGES](#)
- [SCOPE OF WORK](#)
- [WORK DAY -- WORK WEEK](#)
- [APPRENTICES](#)
- [OVERTIME](#)

I. WAGES

A. Wages.

It is understood and agreed between the parties to this agreement that compensation for those employees covered by this agreement for the period indicated shall be as follows:

. **November 1, 2001**

Duplicating Shop Worker II	9.61
Administrative/ Production Assistant	10.96
Duplicating Shop Worker III	10.76
Duplicating Machine Operator II	11.73
Bindery Coordinator	11.91
Duplicating Machine Operator III	13.24
Journey Pressperson	16.30
Lead Pressperson	16.75
Production Manager	17.53
Campus Quick Copy Manager	14.27
Campus Quick Copy Associate Manager	11.62

Business Manager/
Production Support

14.21

Effective November 1, 2002 employees who meet the goals set forth in the Team Growth Plan are eligible for .5% team growth pay.

Effective November 1, 2002 all employees shall receive a 3.75% salary increase. Effective June 1, 2003 employees who meet the goals set forth in the Team Growth Plan are eligible for .5% team growth pay.

Effective January 1, 2002, in addition to the salary increases specified above, employees are eligible for additional forms of pay increases as outlined in campus policy such as lump sum awards, strategic pay and progression pay. Employees are not eligible to file a grievance under the contractual grievance procedure over the receipt of or failure to receive team growth pay, lump sum awards, strategic pay or progression pay.

B. Apprentice Rates

Apprentice pressmen, first six (6) months, sixty percent (60%) of journeyman scale, with increase to sixty-five percent (65%) for the second six (6) months, and further increases of five percent (5%) of the journeyman scale every six (6) months during the apprenticeship period.

II. SCOPE OF WORK

The jurisdiction of the bargaining agent includes all work performed by employees within the jurisdiction of Graphic Communications International Union Local 242-C, including but not limited to operation of printing presses in the Printing Department, bindery and duplicating work within the Printing Department and related tasks. Employees may perform work at their regular rate of pay within the jurisdiction of the Communications Workers of America Local 14740, as long as such work does not result in the layoff or reduction of regular hours of an employee covered by Addendum A. Likewise, employees covered by Addendum A may perform work within the scope of work of the Graphic Communication International Union Local 242-C as long as such work does not result in the layoff or reduction of regular hours of an employee covered by Addendum B. Duplicating machine operators may assist but shall not operate the Heidleburg GTO, the Heidleburg Two Color or the Web (35") presses. Upon contract expiration, either party may open this provision for renegotiation.

III. WORK DAY -- WORK WEEK

A. Work Day

The basic straight-time work day including alternate work shifts for all employees shall be eight (8) consecutive hours, exclusive of meal period which shall not exceed one hour. The normal day time work shift shall be between the hours of 5:00 a.m. and 5:00 p.m.

The normal evening shift shall be between the hours of 2:00 p.m. and 12:00 midnight. Alternate workshifts may be established. Employees will be assigned to alternate work shifts on the basis of mutual agreement or if no agreement can be reached, the qualified employee with the least seniority will be assigned the alternate work shift. Employees shall be given a minimum of five working days notice prior to a shift change except by mutual agreement.

B. Work Week

Forty (40) hours within any five (5) consecutive days, Monday through Friday, inclusive, shall constitute the work week, except for the Friday night shift which may extend into Saturday morning.

IV. APPRENTICES

The ratio of apprentices shall be one (1) apprentice to two (2) journeymen. Apprenticeship is for a period of four (4) years.

V. OVERTIME

The employer shall attempt to equalize the opportunity for overtime worked among employees in the same work unit when feasible.

ADDENDUM C

STATE STATUTES

2-18-605. Sick-pay plan for state employees. The department of administration shall develop and administer a sick-pay plan for state employees. The plan shall be based on the use of sick leave credits provided for in 2-18-618. Payments from the plan may be made only from funds appropriated for that purpose. Until the plan is developed and implemented or if no funds are appropriated or if appropriated funds are insufficient to fully fund the plan, state employees may utilize sick leave provided for in 2-18-618, including accrued sick leave.

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 must 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, seasonal employees must be employed 6 qualifying months before they may use the vacation credits. In order to qualify, seasonal employees shall 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, but may not use the credits until after working for 6 qualifying months.

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.

2-18-619. 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.

2-18-621. 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.

2-18-620. Mandatory leave of absence for employees holding public office C 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.

2-18-701. Definitions. In this part, as it applies to a person employed in the executive, judicial, or legislative branches of state government, *Aemployee@* means:

(1) a permanent full-time employee, as provided in 2-18-601;

(2) a permanent part-time employee, as provided in 2-18-601, who is regularly scheduled to work 20 hours or more a week;

(3) a seasonal full-time employee, as provided in 2-18-601, who is regularly scheduled to work 6 months or more a year or who works for a continuous period of more than 6 months a year although not regularly scheduled to do so;

(4) a seasonal part-time employee, as provided in 2-18-601, who is regularly scheduled to work 20 hours or more a week for 6 months or more a year or who works 20 hours or more a week for a continuous period of more than 6 months a year although not regularly scheduled to do so;

(5) elected officials;

(6) officers and permanent employees of the legislative branch;

(7) judges and permanent employees of the judicial branch;

(8) academic, professional, and administrative personnel having individual contracts under the authority of the board of regents of higher education or the state board of public education;;

(9) a temporary full-time employee, as provided in 2-18-601;

(a) who is regularly scheduled to work more than 6 months a year;

(b) who works for a continuous period of more than 6 months a year although not regularly scheduled to do so; or

(c) whose temporary status is defined through collective bargaining; and

(10) a temporary part-time employee, as provided in 2-18-601;

(a) who is regularly scheduled to work 20 hours or more a week for 6 months or more a year;

(b) who works 20 hours or more a week for a continuous period of more than 6 months a year although not regularly scheduled to do so; or

(C) Whose temporary status is defined through collective bargaining.

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.