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IDnum 232 **Language** English **Country** United States **State** MT

Union Pacific Northwest District Council of Carpenters

Local

Occupations Represented
Carpenters
Locksmiths and safe repairers

Bargaining Agency Montana University System

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2001 **EndYear** 2003

Source <http://www.montana.edu/wochelp/collbarg/carpenters/carpenters-tc.htm>

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Notes

Contact

Full text contract begins on following page.

**PACIFIC NORTHWEST REGIONAL
COUNCIL OF CARPENTERS
JULY 1, 2001 THROUGH JUNE 30, 2003**

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MEMORANDUM OF UNDERSTANDING

PREAMBLE

This agreement is made between the Montana University System with units at Missoula, Bozeman, Billings, and Butte, Montana, hereinafter referred to as the employer, and the Pacific Northwest District Council of Carpenters acting for the signatory district councils and local unions, hereinafter referred to as the bargaining agent, and is for the purpose of mutually establishing the rights of the parties and the terms and conditions of employment of all of those employees covered by this agreement, and the parties hereto mutually agree as follows.

ARTICLE I. CONTRACT TERM AND NEGOTIATION SCHEDULE

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. Negotiation Schedule

Either party desiring to modify or terminate the agreement must notify the other party in writing by March 30, 2003. Negotiations may commence earlier than specified herein by agreement of the parties. Changes agreed upon shall be reduced to writing and signed by both parties.

Section C. Legislative Contingencies

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

ARTICLE II. SAVING CLAUSE

Should any portion of this agreement be determined invalid or unenforceable by any court or other judicial or quasi-judicial body with authority to make such a determination, the rest of the agreement shall remain in full force and effect and either of the parties may request immediate negotiations to seek agreement on a mutually satisfactory replacement for that invalidated or unenforceable portion. If no agreement is reached within fifty (50) calendar days, either party may seek any legal or economic recourse in support of its demands regarding the unenforceable portion of this agreement regardless of any other provision of this agreement.

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 Commissioner of Higher Education.

ARTICLE IV. WORK STOPPAGES

There shall be no strikes, slowdowns or other work stoppages by the bargaining unit and there shall be no lockouts by the employer during the term of this agreement.

ARTICLE V. NONDISCRIMINATION

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

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 disabilities, 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.

Section D. Present Employees

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

ARTICLE VI. RIGHTS OF THE BARGAINING AGENT

- [Bargaining Agent Security](#)
-

Section A. Representation and Unit Definition

1. **Recognition:** The employer recognizes the bargaining agent as the sole and exclusive representative of those employed in classifications within the bargaining unit for purposes of bargaining with the employer regarding terms and conditions of employment and representing the interests of those employees consistent with the terms of this agreement. Classifications and job titles mutually agreed to be within the bargaining unit are in Addendum A (attached) designated by the appropriate university unit. The term employee as it is used in this agreement shall mean a bargaining unit employee.
2. **Student Employees:** Student employees shall not be hired into any position which would result in the displacement of an employed worker. A student may be regarded as a "student employee" and excluded from the agreement as long as the employment of the student is not in a classification covered by this agreement. Any student who is employed in a covered classified position shall be regarded as an employee rather than as a student and subject to all requirements of this agreement, regardless of the number of courses or credits for which registered.

Section B. Bargaining Agent Security

1. Payment of Dues or an Equivalent Contribution
 - a. **Condition of Continued Employment:** All present employees covered by this agreement who are not members of the bargaining agent's labor organization who do not make application for membership therein within the thirty (30) calendar days of the effective date of this agreement, shall, as a condition of continued employment, pay to the bargaining agent 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, M.C.A.)

b. **Employee's Right 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, M.C.A.)

c. **Exemption from Dues:** No employee who is a member of a bona fide religious sect, or division thereof, the established and traditional tenets or teachings of which oppose a requirement that a member of such sect or division join or financially support a particular or any labor organization, may be required to join or financially support that particular labor organization or any labor organization if the tenets or teachings oppose a requirement that any labor organization be joined or supported as a condition of employment, if such employee pays, in lieu of periodic union dues, initiation fees, and assessments, at the same time or times such periodic union dues, initiation fees, and assessments would otherwise be payable, a sum of money equivalent to such periodic union dues, initiation fees, and assessments, to a 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 non-association 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 locale of either the employee's residence or place of employment and, after receiving written or oral presentations from all interested parties, determine by a majority vote whether or not such public employee qualifies for the right of non-association with such labor organization. The committee's decision shall be made in writing within three (3) days of the meeting date and a copy thereof shall be forthwith mailed to such public employee, labor organization and the chairperson of the Board of Personnel Appeals. (39-31-204, M.C.A.)

2. **Appointment of Employee Representative of Bargaining**

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

3. **Upholding Bargaining Agent Principles:** No employee shall be discharged or discriminated against for upholding bargaining agent principles that constitute protected activity under the Collective Bargaining Act. No member working under the instructions of the bargaining agent, or who serves on a committee, shall be discontinued from employment or be discriminated against for that reason, it being understood that such activities may not materially interfere with the performance of the employee's normal duties.

4. **Representation by the Bargaining Agent:** Each employee covered by this agreement shall have the right to have a representative of the bargaining agent present upon request during an investigatory interview which may result in disciplinary action. It shall be the responsibility of the employee to ensure that the bargaining agent representative is notified and is present at any such discussion.

5. **Rights to Notice and Communication**

a. **Notice of Changes in Bargaining Unit:** 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:

- (1) **New Hires:** The employer shall furnish the bargaining agent with a monthly list of the names of newly hired and terminated employees in the bargaining unit.
- (2) **Layoffs:** The bargaining agent shall be given at least ten (10) working days' notice of any anticipated layoff other than a scheduled layoff of any employee in the bargaining unit.
- (3) **Discharges:** Employees shall be given written notice of discharge, a copy of which shall be provided the bargaining agent.
- (4) **Change in Job Titles or Classification:** Notice of any intent to add or delete classifications or job titles shall be given by the employer to the bargaining agent. No employee shall be reclassified or reallocated to a lower classification until the employer has notified the bargaining agent sufficiently in advance to allow comment or appeal.

b. **Seniority List:** Upon request, each campus shall make a seniority list available to the bargaining agent and employees.

c. **Visiting Work Areas:** The authorized representative of the bargaining agent may visit members of the bargaining agent in work areas during work hours with notification to the appropriate supervisor or the personnel officer. Any such visit may not unduly disrupt work in progress.

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

e. **Policy Manual:** An employee or the bargaining agent shall be furnished, upon request, a current copy of any official policy or procedure of the employer relating to the terms or conditions of employment of employees in the bargaining unit.

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

g. **Copies of Contract:** Upon final ratification of this agreement, the employer shall prepare and make available to the bargaining agent a master copy of the agreement. The union shall be responsible for

providing copies of the agreement for employees and the employer for supervisors and management.

ARTICLE VII. MANAGEMENT RIGHTS

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

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

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

ARTICLE VIII. TYPES OF AVAILABLE EMPLOYMENT

Section A. Possible Duration and Extent of Employment

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

2. **Temporary Employee:** A temporary employee is one whose employment is not intended to be permanent and is limited by an appointment for a specified time period or on a daily, weekly or monthly basis with no expectation of employment beyond the period specified. No temporary employee may be changed to the status of a permanent employee, but any temporary employee may apply for any permanent position for which a recruitment is being conducted. Temporary employment may be discontinued without cause, but at least five (5) working days of notice of discontinuance shall be given those employed for a specified term or on a monthly basis. Temporary employment must be consistent with those classifications, titles, and procedures established by the statewide classification and pay plan and, where applicable, must be at rates established by this agreement. Temporary full-time positions are subject to all collective bargaining requirements after 347 hours of employment. Temporary employees who work greater than 347 consecutive hours will be given credit for that time for purposes of leave and health insurance eligibility if reemployed within twelve (12) months of termination.

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

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

ARTICLE IX. VACANCIES AND PROMOTION

- [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 an approved recruitment procedure and no person may be considered as an applicant or employed who does not have the appropriate qualifications for the position.

Section B. Prior to Change of Position

No employee may be changed to a new or different position or classification unless: selected by means of an approved recruitment, or reassigned to a previously nonexistent position or classification and the reassignment does not result in a vacancy for which a recruitment would be required.

Section C. Notice of Vacancies

The employer shall post and publish notice of all job vacancies sufficiently in advance of the hiring date to afford all employees an equal opportunity to make application for the position. Posting and publication of notice of vacancy shall be accomplished in a manner consistent with the requirements of the employer's nondiscriminatory recruitment procedure.

Section D. Job Change Encouraged Without Penalty

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

Section E. Preference in Employment

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

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

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](#)
- [Prescription Safety Glasses](#)
- [Contracting for Services](#)
- [Emergency Use of Health Service](#)
- [Ethical Conduct](#)

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 four (4) calendar months of employment of any newly hired employee shall be a period of probation. Any time during the period of probation the employee may be discharged without cause and without recourse to the grievance procedure.

Section B. Seniority

1. **Definition of Seniority:** Seniority means a permanent employee's length of uninterrupted service with the employing campus in the bargaining unit. The seniority date for all permanent employees shall be the most recent date of hire in the bargaining unit. Seniority shall be revoked upon termination, permanent layoff, permanent transfer or promotion out of the bargaining unit, discharge for cause or retirement. Seniority is not transferable between campus units of the university system nor between the bargaining units.

2. **Seniority Rights:** The right of seniority may be exercised by the employee with regard to layoffs, recalls to employment and employment preference. Both layoffs and recalls to employment shall be in order of seniority within a classification as long as the retained employees have the required skills and related qualifications. 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 or between the Museum of the Rockies department at Montana State University and other Montana State University departments.

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, 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 violation of regulations at the expense of the violator, and withhold the amount of any unpaid fines from wages. (20-25-312, M.C.A.)

Section E. Employment Records

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

Section F. 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) on the day of registration and during the entire period of enrollment, may be entitled to a waiver of all fees except registration and building fees in accordance with the individual unit's

current policy. Application for this fee waiver must be made in advance in accordance with the procedures published by the Registrar.

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

Section G. Receipt of Gifts or Interest in Contracts

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

Section H. Staff Participation in Governance

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

Section 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. No meal period shall be for less than one-half (1/2) hour.

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, M.C.A.) No person shall remove, damage, or refuse to use any safety device or safeguard or interfere in any way with the use thereof or of any practice or method adopted for protection of employees. (50-71-203, M.C.A.) Employees shall notify the supervisor of any safety hazards incident to their employment. (50-71-322, M.C.A.)

Section L. Prescription Safety Glasses

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

Section M. Contracting for Services

It is the intent of the parties to preserve the work and job opportunities of the employees covered by this agreement. It is also, however, an obligation as well as a management prerogative of the employer to maintain the efficiency of the employer's operations and to determine methods and means by which those operations are to be conducted. The employer shall make every reasonable effort to retain the employees covered by this agreement and will not make any arrangements to contract with any outside firm for any of the services ordinarily rendered by said employees which would jeopardize their continued employment without disclosure to the bargaining agent sufficiently in advance to accommodate discussion between the parties of the contemplated action. The employer shall not enter into any such contract for services unless it can be proven that said contract would result in increased efficiency of operations by way of obtaining the same services at less cost, or additional services for the same cost, or unless it can be proven that such action is necessitated by financial exigency. The employer agrees it shall be a condition of any such contract for services which may displace employees covered herein, that the contractor shall offer employment to as many of said employees who would be displaced by said contract as the number of similarly qualified employees who shall be required by the contractor to effect performance of the contract. It is understood, however, that the employer may not require the terms of the contractor's offer of employment to be identical to or commensurate with those of the employee's contract with the employer. The provisions of this paragraph are subject to the grievance procedure and no work which would result in displacement of any employee within the bargaining unit shall be contracted prior to a final decision on any grievance filed under the terms of this paragraph.

Section N. 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 O. 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 visitors.

ARTICLE XI. EMPLOYEE BENEFITS

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

Section A. Leaves of Absence With Pay

1. **Annual Leave:** Employees shall be eligible for annual vacation leave in accordance with state statute, a copy of which is attached in [Addendum B](#). Annual leave charges will be recorded and approved in accordance with campus policy.
2. **Sick Leave:** Employees shall be eligible for sick leave in accordance with state statute, a copy of which is attached in [Addendum B](#). Sick leave charges will be reported and approved in accordance with campus policy.
 - a. **Definitions:** Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, pregnancy, or pregnancy-related illness; exposure to contagious disease that requires quarantine; the necessary absence from duty to receive a medical or dental examination or treatment; a necessary absence due to the illness of a member of the employee's immediate family requiring the attendance of the employee, until professional or other attendance can be obtained; or the death of a member of the employee's immediate family. The employee's immediate family shall consist of: spouse, parents, grandparents, brothers, sisters, children, grandchildren, household dependents, and the same relatives of the employee's spouse in like degree.
 - b. **Policy:** Accumulated sick leave credits should be regarded by employees as valuable free health insurance that maintains the employee's income during a period of personal illness or family emergencies. Sick leave benefits should be carefully guarded and not dissipated or abused.

- c. **Reporting:** Any illness, medical appointment or emergency which will necessitate use of sick leave shall be reported by the employee to the employer as soon as possible, and it shall be the responsibility of the employee to assure proper reporting of use of sick leave for record keeping purposes.
- d. **Charges in Excess of Credits:** Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave or leave without pay at the employee's option.
- e. **Charges by Half Hour:** Sick leave charges shall be recorded in increments of one-half (1/2) hour. Any employee taking from one (1) to thirty (30) minutes of sick leave shall be charged one-half (1/2) hour and any employee taking from thirty-one (31) to sixty (60) minutes shall be charged one (1) hour.
- f. **Physician's Certificate:** A physician's certificate or other evidence to substantiate a sick leave charge may be required by an employee's immediate supervisor or appointing authority if a question of abuse exists. Notice of this requirement must be made known to the employee at the time the employee reports the illness or at the time the illness is made known to the supervisor. A physician's certificate may also be requested to verify an employee's readiness to return to work.
- g. **Medical Appointments:** Medical appointments may be charged to sick leave, provided the minimum time charged is not less than one-half (1/2) hour. The employee must notify the supervisor of a medical appointment at least twenty-four (24) hours in advance except in case of emergency.
- h. **Pregnancy as Illness:** Disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.
- i. **Holidays Not Charged:** Any holidays that fall during a period that an employee is on sick leave will be

charged as a holiday and not taken off the total accumulated sick leave.

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

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

l. **Alternative Assignment:** In the event that an employee becomes incapable of performing the duties of his/her regular classification through occupational illness or industrial accident, the employer may transfer the employee without loss of pay to a position for which he/she is qualified provided the change can be accomplished without displacing another employee.

m. **Workers' Compensation Not Charged:** Because an employee's pay continues while on sick leave, no employee is entitled to be paid both sick leave and workers' compensation payments. An employee injured on the job has the option of taking either sick leave or workers' compensation payments.

n. **Advancing Sick Leave Credits Prohibited:** Advancing sick leave credits after an employee's earned sick leave credits have been expended is expressly prohibited.

o. o. **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 2-2-1-1 through 2-2-304 MCA includes several specific prohibitions and provides for significant penalties including fines and imprisonment for violators.

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 B](#).

4. **Military Training Leave:** Military training leave shall be granted in accordance with state law, a copy of which is attached in [Addendum B](#).

Section B. Leaves of Absence Without Pay

1. **Discretionary Leave:** Any employee desiring leave of absence without pay shall secure approval from the employer. Approval of any leave without pay for five (5) or more days shall be obtained in writing from the supervisor. The maximum leave of absence shall not exceed six (6) months and may be extended at the discretion of the employer, total not to exceed one (1) calendar year. As a general policy, unless other arrangements are approved, annual leave or sick leave, if applicable, must have been exhausted before leave without pay may be taken.
2. **Public Service Leave:** An employee who is elected or appointed to public office shall be entitled to 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 B](#).
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 representative" 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:** Eligible employees shall be granted maternity leave in accordance with state law, a copy of which is attached in [Addendum B](#).
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 arranges 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)
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. Neither vacation nor sick leave credits accrue and the employer's contribution to medical insurance is discontinued. However, an employee may remain on group medical insurance by personally paying the amount of the employer's contribution plus the regular monthly premium. None of the time on leave without pay may be considered for probationary period purposes, and no holiday pay is

paid for holidays which fall during leave without pay, nor is a person a state employee during such leave for purposes of state insurance coverage or use of state property or facilities including state vehicles. Seniority shall cease to accrue during a leave of absence in excess of fifteen (15) days.

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, M.C.A. A copy of 20-25-306, M.C.A. is attached in [Addendum B](#).

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

2. **Holiday Pay:** Employees shall receive regular pay for all holidays, and all time worked on any holidays shall be compensated at the rate of time and one-half (1-1/2) in addition to regular holiday pay.
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 legal 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.
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. 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. This section does not apply to seasonal layoffs.
7. **Holidays Not Charged:** Any holidays that fall during a period that an employee is on vacation leave will be charged as a holiday and not taken off accumulated vacation leave.
8. **Holiday Layoff:** Employees laid off due to Christmas vacation shall be entitled to holiday pay for Christmas and New Year's Day. Any employee laid off or terminated five (5) calendar days or less prior to Christmas or New Year's shall receive pay for that holiday.
9. **Holidays Not Charged to Sick Leave or Vacation:** Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on paid sick leave or a paid vacation shall be earned by the employee and not charged as sick leave or vacation.

Section D. Rest Periods

Each employee shall be allowed a fifteen (15) minute rest break in both the first and second half of each shift. It shall be the supervisor's responsibility to make time available

to ensure each employee receives such rest break. Such break shall be taken without loss of pay and the employee shall not be required to make up such time.

Section E. Retirement

Retirements shall be governed by applicable state statutes. The amount of the employee and employer contribution to retirement is set forth in Title 19 of state statutes.

Section F. Protective Clothing or Uniforms

If any employee is required to wear a uniform, protective clothing or any type of protective device, the employer shall furnish said items. The selection of the type and determination of the number as well as the means of maintenance of said items to be provided by the employer shall be the prerogative of the employer.

Section G. Tools Provided

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

Section H. Insurance Coverage

1. **Group Insurance:** The employer contribution 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. All permanent half-time or more employees who regularly work more than six (6) months in any twelve (12) month period are eligible for coverage under the Montana University System Group Health Insurance Program. The employer will continue to make insurance contributions on behalf of employees for up to four (4) 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 Compensation:** Employees are eligible for unemployment compensation in accordance with state law.

b. **Workers' Compensation:** Employees are eligible for workers' compensation in accordance with state law.

c. **General Liability:** In any action brought against any employer or any person other than the employer for negligence, error or omission, or other actionable conduct

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

d. **Indemnification:** In any action in which an employee is a party defendant, the employee shall be indemnified by the employer for any money, judgments or legal expenses to which the employee may be subject as a result of the suit unless the conduct upon which the claim is brought did not arise out of the course and scope of employment or is an intentional tort or felonious act of the employee. (2-9-305, M.C.A.)

ARTICLE XII. TRAVEL

Travel expenses will be paid in accordance with state statute. (2-18-501, M.C.A.)

ARTICLE XIII. SCOPE OF WORK

The scope of work shall be all work historically assigned to the carpenters by each unit of the University System. It is the employer's prerogative to contract for carpentry services providing the contract complies with state law.

If a jurisdictional dispute with any craft 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. Jurisdictional disputes are not subject to the grievance procedure contained in the contract.

ARTICLE XIV. GRIEVANCE PROCEDURE

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

Section A. Definition of Grievance

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

Section B. Time Limit on Presentation

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

Section C. Informal Procedure

Within five (5) days of receipt of the grievance by the supervisor, the supervisor and the bargaining agent shall make every reasonable effort to resolve the grievance. If unresolved within five (5) days, the grievance shall be presented in writing to the personnel office where an attempt shall be made to resolve the grievance in ten (10) days. The personnel office shall have ten (10) days from the date of the meeting with the bargaining agent to respond to the grievance in writing.

Section D. Grievance Committee

Within ten (10) days from receipt of the Human Resources Director's or designated grievance officer's response the bargaining agent may submit a written request to have the grievance heard by a grievance committee. Upon receipt of such request, the Commissioner of Higher Education shall appoint a committee comprised of three (3) members selected by management and three (3) members selected by the bargaining agent to hear the grievance. No employee of the unit from which the grievance originated may be selected by management or the bargaining agent to serve on the

committee. The grievance committee shall conduct the hearing at the unit from which the grievance originated and shall arrive at a decision within ten (10) working days following the date upon which the grievance is heard by the committee.

Section E. Arbitration

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

Section F. Arbitrator's Authority

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

Section G. Decisions Binding

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

Section H. Expenses

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

Section I. Transcript Costs

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

Section J. Timeframes

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

that step of the procedures. Any grievance which is not filed or advanced within the time limits provided for herein shall be invalid and without further recourse.

ARTICLE XV. 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 employee shall have the right to be reinstated to the position consistent with the employee's retained seniority rights.
2. **Scheduled Layoff:** An employee's employment may be temporarily discontinued at certain regularly scheduled times or intervals mutually understood to be an inherent condition of the employment. Upon expiration of the term specified, the employee shall be reinstated to employment as specified by the employment agreement.
3. **Layoff Procedure:** 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 within a classification. 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. (Cross Reference Article X, Section B, 2)
4. **Length of Recall Rights:** Employees shall be eligible for recall for up to one (1) year from the date of a temporary layoff. Within thirty (30) days prior to the end of the one year recall period, employees on temporary layoff may extend their period of recall for one year by making a written request to the personnel office. An additional one year extension will be granted upon written request within thirty (30) days prior to the end of the two year recall period.

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. **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 the workers' compensation or disability insurance and, where feasible, shall seek to reemploy the employee in any other position for which the employee may qualify.
3. **Permanent Layoff:** An employee may be permanently laid off due to discontinuance of a department, classification, 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.
4. **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 discharge. (39-2-802, M.C.A.)

employer
reasons for

d. **Employer to Furnish Reason for Discharge:** The employer shall furnish, upon demand, a written statement of the discharge. (39-2-801, M.C.A.)

Prohibited: The
because of
the wages of

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

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, M.C.A.) Any employee who uses or authorizes the use of any state owned or leased vehicle for personal or private use or for other than official purposes shall be summarily discharged from employment.

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. (2-18-617, M.C.A.) Any employee discharged for abuse of sick leave shall forfeit the lump sum payment equal to one-quarter (1/4) of the pay attributed to the employee's accumulated sick leave. (2-18-618, M.C.A.)

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 prior to discharge or suspension. 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.

i. **Duration of Warning Letter Limited:** “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. 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. The employee who receives a warning letter shall have the right to file a grievance. The employer will provide a copy of all warning letters to the bargaining agent no later than the next business day following its issuance. The employer will have met its obligation to provide a timely copy of the warning letter to the bargaining agent as long as the warning letter is faxed, e-mailed, hand delivered or notified by telephone (which includes leaving a voice mail message) within the specified period.

j. **Means of Effecting Discharge:** The discharge of an employee shall be effected by giving written notice of discharge to the employee. A timely copy of such notice shall be provided the bargaining agent.

k. **Wages of Discharged Employee:** A discharged employee shall receive all wages and lump sum payments for accrued benefits which the employee was entitled to as of the date of the discharge in accordance with state law. (39-3-205, MCA)

l. **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 XIV of this agreement.

Section C. Employee Assistance Program

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

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

In such situations, the employee will recognize that:

1. the employer must assume responsibility for bringing to the attention of the employee, those work deficiencies which are observed and thought to be a result of the health problems;
2. the employer is receptive to and encourages employees to indicate their problems and desire for assistance; and
3. The nature of these problems often 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 XV.

ARTICLE XVI. COMPENSATION

- [Rates Specified](#)
 - [Longevity Pay](#)
 - [Negotiation](#)
 - [Premium Pay](#)
 - [Pay Days and Deductions](#)
 - [Designation of Person Authorized to Receive Decedents Warrants](#)
 - [Union Pension Fund](#)
-

Section A. Rates Specified

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

Section B. Longevity 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, contiguous five (5) year periods of uninterrupted state service, in accordance with state statutes. Effective October 1, 1999, the longevity increment for third (15-year) and fourth (20-year) increments shall be increased to 2%.

Section C. Negotiation

The parties to this agreement are obligated to negotiate in good faith with respect to wages, hours, fringe benefits, and other conditions of employment, but such negotiations may not limit the authority of the legislature relative to appropriations for those purposes and the requirement of negotiating in good faith may be met by the submission of a negotiated settlement to the legislature in the executive budget. (39-31-305, M.C.A.)

Section D. 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, M.C.A.) (Montana Constitution, Article XII, Section 2)

a. **Approval Required:** In order to constitute overtime for which an hourly employee is entitled to be paid, the employee must have obtained the approval of the supervisor either prior or subsequent to working the additional time. It shall be the responsibility of the supervisor to ascertain that employees do not work any overtime for which the supervisor does not desire that the employer be charged and the responsibility of the employee to limit overtime to that which is requested by the supervisor or is essential under the circumstances, and to obtain the approval of the supervisor for any overtime worked.

b. **Overtime Increments:** Overtime shall be recorded for payment in increments of one-half (1/2) hour. Any hourly employee working from one (1) to thirty (30) minutes overtime shall be compensated for one-half (1/2) hour and any hourly employee working from thirty-one (31) to sixty (60) minutes overtime shall be compensated for one (1) hour.

c. **Avoidance Prohibited:** Employees shall not be required to suspend work during regularly scheduled hours to absorb overtime.

d. **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 Option for Nonexempt Employees:** Each employing campus has the option of implementing compensatory time. Upon agreement of the employing campus, the employee, and the bargaining agent a nonexempt employee may receive compensatory time in accordance with the following guidelines.

a. **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.

b. **Maximum Accumulation:** The maximum amount of time which may be accumulated is 160 hours of overtime worked or 240 hours of compensatory time.

c. **Use of Compensatory Time:** An employee must have the appropriate supervisor's prior approval to use accumulated compensatory time.

d. **Payment on Termination:** If employment is terminated, any unused compensatory time will be paid to the employee at the regular rate of pay at the time of termination, or the average regular rate received by the employee during the last three (3) years of the employee's employment, whichever is higher.

3. **Alternate Work Schedules:** The employee, the employer, and the bargaining agent may agree to an alternate work schedule wherein forty (40) hours may be worked as straight time in other than five (5) days or eight (8) hour days.

When the parties agree to an alternate work schedule such as ten hours per day, forty hours per week, those hours in excess of the agreed to work schedule shall be considered overtime and paid at one and one-half (1-1/2) times the normal rate.

4. **Call Outs:** Any hourly employee called out to work early shall receive overtime pay for all time worked prior to the regularly scheduled work period and any hourly employee called out to work after an eight (8) hour day or a forty (40) hour week shall be guaranteed a minimum of two (2) hours overtime pay. It is understood that this two hour minimum call out provision does not apply to work which occurs immediately after the work day. However, the overtime provisions of this agreement still apply.

Show 5. **Show Up Guarantee:** It shall be the responsibility of the supervisor to notify any permanent full-time e 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 regula regular pay in lieu of work.

6. **Emergency Campus Closure:** A President or Chancellor may issue a formal proclamation which closes a campus because of an emergency. Employees who are required to come to work or to stay at work to perform essential functions when their campus has been closed because of an emergency shall receive time and one half for all hours worked in addition to their regular pay. Employees who voluntarily come to work or stay at work during an emergency campus closure are not eligible for premium pay as specified herein.

Section E. Pay Days and Deductions

The employer shall establish regular pay days and shall furnish each employee an itemized statement of the purpose and amount of every deduction from wages.

1. **Optional Deductions**: Any employee shall be entitled upon request to have any of the following deducted from wages: university sponsored health insurance, life insurance, campus approved tax sheltered annuities, campus approved credit unions, and dues to the bargaining agent. Other deductions may be made with the approval of the designated campus representative.

Section F. Designation of Person Authorized to Receive Decedents Warrants

Any employee, by completing the standard form, may designate a person to receive the warrant for any wages, benefits or allowances due and payable to the employee by the employer at the time of the employee's demise. The employee may thereby be assured warrants for monies due will be promptly forwarded to the designated person without recourse to the procedures ordinarily required for the administration of the estate of a decedent. (2-18-412, M.C.A.) BENEFICIARY CARDS SHOULD BE UPDATED BY EMPLOYEES FOLLOWING CHANGE IN BENEFICIARY.

Section G. Union Pension Fund

The employer agrees that any unit of the university system at which all employees covered by this agreement desire to participate in the union pension fund shall execute the required trust agreement and make appropriate payments to the fund in lieu of wages.

ARTICLE XVII. REFERENCES TO STATUTES IN THE CONTRACT

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

ADDENDUM A - WAGES

- [Foreman](#)
 - [Locksmith Responsibilities](#)
 - [Apprenticeship Fund](#)
 - [Apprentice Wage](#)
 - [Temporary Assignment to Higher Classification](#)
-

1) a. **Wages**

Effective November 1, 2001 wages shall be increased 65 cents per hour and effective November 1, 2002 wages shall be increased 67 cents per hour. Foreman compensation shall be \$1.10 greater than the journeyman rate.

	11/01/01	11/01/02
Journeyman Carpenter	16.81	17.48
Foreman Carpenter	17.91	18.58

(Retroactive pay will be provided employees who are employed on the date of union ratification.)

- b. b. **Foreman:** Any carpenter who is assigned to supervise three (3) or more permanent or temporary full-time carpenters for eight (8) or more consecutive hours will receive foremen ' s pay during the duration of the assignment.
- c. **Locksmith Responsibilities:** Effective the first pay period following the date of union ratification and Regent approval of the agreement, employees at MSU-Billings and MSU-Bozeman who are assigned to perform locksmith duties and who obtain and maintain any employer required certification shall receive a salary differential of 40 cents per hour. If more than one employee is assigned locksmith duties by the employer, each assigned employee shall receive the salary differential. The selection of the employee(s) to be given locksmith responsibilities is at the discretion of the employer. The employer will give an employee ten (10) calendar days notice before discontinuing the employee's locksmith assignment. Such discontinuance is not grievable.

- 2) **Apprenticeship Fund:** The employer shall contribute an additional 2 cents per hour for each hour worked by an employee covered by this agreement to the existing Montana Carpenters Joint Apprenticeship and Training Trust Fund.

- 3) **Apprentice Wage:** Apprentice carpenters shall be compensated at the percentage of the journeyman rate for the period hereinafter specified:

0 hours to 2080 hours - 60%

2081 hours to 4160 hours - 70%

4161 hours to 5200 hours - 80%

5201 hours to 6240 hours - 85%

6241 hours to 7280 hours - 90%

7281 hours to 8320 hours - 95%

- 4) **Temporary Assignment to Higher Classification:** Employees may be temporarily assigned duties and responsibilities of the foreman for reasons deemed appropriate by the appointing authority. When an employee is assigned the duties and responsibilities of the foreman for eight (8) or more consecutive hours the employee will receive the foreman ' s pay. The employee will return to his or her former position and salary at the end of the temporary promotion.

ADDENDUM B - STATE STATUTES

2-18-304. Longevity allowance. (1)(a) In addition to the compensation provided for in 2-18-312, 2-18-313, 2-18-314, or 2-18-315, each employee who has completed 5 years of uninterrupted state service shall receive the greater of:

(i) \$10 a month; or

(ii) 9/10 of 1% of the employee's base salary multiplied by the number of completed, contiguous 5-year periods of uninterrupted state service.

(b) Service to the state is not interrupted by authorized leaves of absence.

(2) (a) For the purpose of determining years of service under this section, an employee must be credited with 1 year of service 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 periods; or

(ii) 12 uninterrupted calendar months following his date of employment 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 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, shall use the method provided in subsection (2)(a)(i) to calculate years of service under this section.

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.

20-25-306. Designation of holidays by board of regents. (1) The board of regents of higher education may designate the following business days as holidays for all employees of the university system in exchange for the same number of legal holidays enumerated in 1-1-216:

(a) the Friday following Thanksgiving;

(b) the Monday before Christmas Day or New Year's Day if either holiday falls on Tuesday; and

(c) the Friday after Christmas Day or New Year's Day if either holiday falls on Thursday.

(2) A full-time employee who is scheduled for a day off on a day that is designated as a holiday under subsection (1) is entitled to receive another day off with pay during the same pay period of the designated holiday or as scheduled by the employee and his supervisor in addition to the employee's regularly scheduled days off provided the employee is in a pay status on his last regularly scheduled working day immediately before the holiday or on his first regularly scheduled working day immediately after the holiday. Part-time employees receive pay for the designated holiday on a prorated basis according to rules adopted by the department of administration or appropriate administrative officer under 2-18-604.

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.

MEMORANDUM OF UNDERSTANDING

If any other craft bargaining unit settles for: 1) an across-the-board wage increase greater than 4% (unless such bargaining unit chooses to participate in MAP), or 2) an earlier implementation of a 4% wage increase, the employer agrees to renegotiate with the union over the implementation of similar provisions. If the employer agrees with any bargaining unit to implement biweekly payroll periods or to increase the pay frequency at Montana State University-Bozeman, the Carpenters shall receive the same deal.