

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE MONTANA UNIVERSITY SYSTEM**

**AND**

**THE UNITED ASSOCIATION OF PLUMBERS AND PIPEFITTERS**

**JULY 1, 2011 Through JUNE 30, 2013**

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PREAMBLE

This agreement is made by and between the Montana University System with units at Missoula, Bozeman and Billings, Montana, hereinafter referred to as the employer, and United Association of Plumbers and Pipefitters, Locals #30, #41, and #459, 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, 2011, to and including June 30, 2013, 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.

Either party desiring to modify or terminate the agreement must notify the other in writing by March 30, 2013.

Prebudgetary negotiations shall commence upon mutual agreement.

Section C. Legislative Contingencies

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

ARTICLE II. SAVING CLAUSE

Should any portion of this agreement be determined invalid or unenforceable by any court or other judicial or quasi-judicial body with authority to make such a determination, the rest of the agreement shall remain in full force and effect and either of the parties may request immediate negotiations to seek agreement on a mutually satisfactory replacement for that invalidated or unenforceable portion. 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 the 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 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, unless good faith bargaining has culminated in a bona fide mutual impasse on wages pursuant to Section 39-31-307, M.C.A., or there has been legislative action denying funds for agreements on wages resulting from pre-budgetary negotiations. In the event of a grievance involving a change of working conditions, all work shall continue without interruption and the wages, hours and working conditions prevailing prior to the change shall be immediately reinstated and maintained until a decision is reached. All grievances shall be handled in accordance with the provisions of Article XIII.

### ARTICLE V. NONDISCRIMINATION

#### 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

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. Excluded Employees

Temporary, student, and part-time irregularly scheduled employees shall be excluded from this agreement so long as such employment will not result in any reduction in the

number of persons employed in the bargaining unit, or in the number of regular hours of employment of any employee in the bargaining unit.

However, any temporary employee who receives a rate of pay established by this agreement for two (2) or more consecutive months shall, as a condition of continued employment, pay the bargaining agent an amount equal to the initiation fee and/or the monthly dues to the bargaining agent as a contribution toward the administration of this agreement. The employer shall notify the employee and the bargaining agent when the temporary employee has reached two (2) months of employment. The employee shall have seven (7) calendar days from receipt of notice to comply with this requirement or the employee shall be discharged.

Section B. Bargaining Agent Security

1. Payment of Dues or an Equivalent Contribution

a. Condition of Continued Employment

All present employees covered by this agreement who are not members of the bargaining agent's labor organization who do not make application for membership therein within the thirty (30) calendar days of the effective date of this agreement shall, as a condition of continued employment, pay to the bargaining agent an amount equal to the initiation fee and/or the monthly dues of the bargaining agent as a contribution toward the administration of this agreement. New employees shall be allowed thirty (30) calendar days after employment in which to comply with this requirement. Any employee who fails to comply with this requirement shall be discharged by the employer within seven (7) calendar days after receipt of written notice from the bargaining agent.  
(39-31-40I, 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. (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 nonreligious, nonunion 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 nonpayment 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 employer'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.

4. Representation by Bargaining Agent

Each employee covered by this agreement shall have the right to have a representative of the bargaining agent present when disciplinary action is contemplated or when an employee's violation of Article XIV, Section B.3.e. may result in discharge. It shall be the responsibility of the employee to ensure that the bargaining agent representative is notified and is present at any such discussion.

5. Rights to Notice and Communication

a. Notice of Changes in Bargaining Unit

The employer shall furnish a monthly listing by the tenth (10th) working day of the following month the name and positions of all new hires and terminations.

b. Change in Job Titles or Classifications

Notice of any intent to add or delete classifications or job titles shall be given by the employer to the bargaining agent. No employee shall be reclassified or reallocated to a lower classification until the employer has notified the bargaining agent sufficiently in advance to allow comment or appeal.

c. 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.

d. 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 personnel office.

e. Bulletin Boards

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

f. Policy Manual

The bargaining agent shall have access to a copy of any official policy manual of the employer containing policies relating to employees' terms or conditions of employment. Upon request, the bargaining agent shall be given a copy of any policy contained in such policy manual.

g. 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.

h. 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, and personnel by which the employer's operations are to be conducted;
6. taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency; and 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.    Student Employees

In keeping with the federal and state policies of providing employment for students to provide economic opportunity to obtain further education, and in order to make available to students the benefits of state and federal work study and financial aid programs, the employer shall continue to employ students. Any person who regularly registers for credit in timely pursuit of a degree shall be regarded as a student during the summer when not registered as well as during those regular quarters during which registered so long as the student remains academically qualified to register and has not withdrawn from student status. To assure compliance with compensation maximums and other requirements incident to federal programs, student employees shall be

compensated consistent with the compensation schedule administered by the Financial Aid Office and shall not be hired into any position which would result in the displacement of any regular non-student employee. A student may be regarded as a "student employee" only so long as the employment of the student is "temporary" as opposed to "permanent." Any student who is employed in a "permanent" position shall be regarded as an employee rather than as a student, regardless of the number of courses or credits for which registered. Any student who is employed as a temporary employee on a "full-time" basis for 700 or more hours and is doing work within the position description of a classified position within a bargaining unit, or doing work which is within the described scope of work of a bargaining unit, shall be required, as a condition of continued employment, to pay the equivalent of initiation fees and/or monthly dues to the bargaining agent in the same manner as any other non-student temporary employee as provided in Article VI, Section A, 2, of this agreement. Student employees shall not be permitted to perform any task which requires a plumber's license unless a student employee possesses a plumber's license.

#### Section B. Possible Duration and Extent of Employment

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

1. Permanent Employee

A permanent employee is one who has completed the probationary period in a permanent position. The employment of the permanent employee is of unlimited duration and once the probationary period has been served 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 at rates established by this agreement unless an alternative wage rate has been agreed upon between the campus unit and the bargaining unit. Temporary full-time positions are subject to all collective bargaining requirements after two consecutive months of employment.

3. Full-Time Employee

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

4. Part-Time Employee

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

ARTICLE IX. VACANCIES AND PROMOTION

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. Notice of Vacancies

Posting and publication of notice of vacancy shall be accomplished in a manner consistent with the requirements of the employer's nondiscriminatory recruitment procedure. A copy of all bargaining unit vacancy notices shall be sent to the bargaining agent at the same time as such notices are posted.

Section C. 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 D. 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 veteran's status. The employment of veterans shall be in accordance with applicable federal law.

2. Seniority

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

Section E. Nepotism

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

ARTICLE X. TERMS AND CONDITIONS OF EMPLOYMENT

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 employee hired into a permanent position shall be a period of probation. At any time during the period of probation, the employee may be discharged without any showing of cause.

## Section B. Seniority

### 1. Definition of Seniority

Seniority means a permanent employee's length of continuous service with the employing campus in any position covered by this agreement. The seniority date for all permanent employees shall be the most recent date of hire in a bargaining unit position. Seniority shall be revoked upon termination, permanent transfer out of the bargaining unit, exhaustion of the one (1) year right to recall, discharge for cause, or retirement. Seniority is not transferable between campus units of the University System or between bargaining units.

### 2. Seniority Rights

The right of seniority may be exercised by the employee with regard to layoffs, recalls to employment and the employment preference. Both layoffs and recalls to employment shall be in order of seniority within a classification as long as employees are qualified to do the job. Selection of employees for layoff must in all cases be based solely on seniority and qualifications. If a layoff is going to occur and may affect someone other than the least senior employee(s) the employer will meet with the bargaining agent to discuss the layoff and possible alternatives prior to the layoff. Where qualifications of applicants for any position are equal an employee with seniority shall prevail.

## Section C. Outside Employment

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

## 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 violations, 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. Training

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.

Employees may submit requests for all or partial reimbursement for the cost of job related training. Such requests will be reviewed on a case-by-case basis and will be approved or denied based on job relatedness, the cost of the training, benefit to the employer and employee, and the dollars available to fund such training.

2. Fee Waivers

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

off after the first day of enrollment, the waiver shall continue for that quarter/semester.

3. Required Courses

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

Section G. Ethical Conduct

Public employees have a special obligation to carry out their duties for the benefit of the people of the state and to avoid taking actions that cause them to violate the public's trust. State law at 2-2-101 through 2-2-304 MCA includes several specific prohibitions and provides for significant penalties including fines and imprisonment for violators.

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. (50-71-202, 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. (R.C.M. 41-1712) Employees shall notify the supervisor of any safety hazards incident to their employment. (50-71-203, 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.

ARTICLE XI. EMPLOYEE BENEFITS

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 B.

a. Split Vacations

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

b. Charges by Quarter Hour

Vacation charges shall be recorded in increments of quarter-hour (1/4) increments.

c. 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

### a. Definition

Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, pregnancy related disability, exposure to contagious disease that requires quarantine or the necessary absence from duty to receive a medical or dental examination or treatment. Sick leave may also be used for 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 Quarter Hour

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

f. Physician's Certificate

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

j. 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.

k. 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.

1. Workers' Compensation Not Charged

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

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.

5. Bargaining Pool Leave

Unless work assignments require otherwise, the employer shall grant reasonable leaves of absence with pay to employees who are serving on the union's negotiating team to attend negotiations when such time is compensated from the bargaining pool. The bargaining pool shall be established by each employee having the right to donate up to eight (8) hours annually of his/her annual leave time to a reserve fund for the purpose of allowing certain employees time off with pay for attending negotiations.

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 a leave of absence without pay not to exceed one hundred eighty (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 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

Eligible employees shall be granted maternity leave in accordance with state law, a copy of which is attached in Addendum B.

5. Effect of Leave Without Pay

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

facilities, including state vehicles. Seniority will cease to accrue during leaves without pay in excess of thirty (30) calendar days except when the leave without pay is because the employee was called to active military duty.

Section C. Holidays

1. Holidays Listed

Employees shall be granted the following paid holidays:

- a. New Year's Day - January 1
- b. Martin Luther King Jr. Day - Third Monday in January
- c. Lincoln's and Washington's Birthdays - Third Monday in February
- d. Memorial Day - Last Monday in May
- e. Independence Day - July 4
- f. Labor Day - First Monday in September
- g. Columbus Day - Second Monday in October
- h. Veteran's Day - November 11
- i. Thanksgiving Day - Fourth Thursday in November
- j. Christmas Day - December 25
- k. State General Election Day - On even numbered years

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

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

2. Holiday Pay

Employees shall receive regular pay for all holidays, and all time worked on a holiday shall be compensated at the overtime rate in addition to regular holiday pay. Holiday pay is paid 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.

5. Part-Time -- Prorated

Permanent part-time employees shall receive holiday pay on a pro rata 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.

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.

8. Holidays Not Charged to Sick Leave or Vacation

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

Section D. Rest Periods

Full-time employees shall be allowed a fifteen (15) minute rest break in both the first and second half of each scheduled shift. Part-time employees shall be allowed a fifteen (15) minute rest break within each four (4) consecutive hour work period. It shall be the supervisor's responsibility to make time available to ensure each employee receives such rest breaks. Such breaks shall be taken without loss of pay and the employee shall not be required to make up such time. Employees required to work beyond their regularly scheduled shift shall receive a 15-minute paid rest break every two hours.

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

The employer will furnish gloves when necessary for reasons of safety. 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. Plumbers employed at the Missoula unit will be supplied with two (2) pair of overalls or coveralls, to be replaced as needed to keep them functional.

Section G. Tools and Clean Up Time

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. Employees shall be given a reasonable amount of time for the purpose of clean up and tool storage.

Section H. Insurance Coverage

1. Group Insurance

The employer contribution to group insurance shall be the amount established in state statute. The employer will continue to make health 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. General Liability

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

b. 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.)

Section I. Dependent Partial Tuition Waiver

Permanent employees must be employed at least  $\frac{3}{4}$  time for five or more consecutive years before being eligible for a dependent tuition waiver benefit. Employees who utilize the faculty and staff tuition waiver are not eligible for a dependent tuition waiver during the same academic

term. Only one dependent may utilize the dependent tuition waiver in an academic term. A dependent includes the employee's spouse or adult dependent, as defined in the MUS Employee Benefits Plan, and financially dependent children as defined by the Internal Revenue Code who are unmarried and under age 25.

The tuition waiver benefit for dependents shall be for 50 percent of the residential tuition. In no case may registration, course fees or any other mandatory or miscellaneous fees be waived. Dependents may utilize the tuition waiver benefit to take courses at a college of technology or in any other two-year or certificate programs and to obtain a first baccalaureate degree at any unit of the university system. Dependents may not use the tuition waiver benefit to attend law school or obtain a graduate degree. The tuition waiver does not apply to non-credit, continuing education or other self-supporting courses.

## ARTICLE XII. TRAVEL

Travel expenses will be paid in accordance with state statute.

## ARTICLE XIII. GRIEVANCE PROCEDURE

### 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 ten (10) days of occurrence. Within ten (10) days of notification of the grievance, the bargaining agent shall present the grievance to the Director of the Department. Any grievance which is not filed within these time limits shall be invalid and without further recourse.

### Section C. Informal Procedure

Within ten (10) days of receipt of the grievance by the Director of the Department, the Director and the bargaining agent shall make every reasonable effort to resolve the grievance. If

unresolved within ten (10) days, the grievance may be presented in writing to the personnel office. The personnel officer shall have ten (10) days from receipt of the grievance to respond to the bargaining agent in writing.

Section D. Grievance Committee

Within ten (10) days from receipt of the Personnel Officer'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. Any decision concurred in by a majority of the members of the grievance committee is final and binding and may not be appealed to arbitration.

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 with a copy of 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. The parties shall initiate the request for a list of arbitrators during this fifteen (15) day period. When selecting an impartial arbitrator the parties shall first attempt to agree on an arbitrator. 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 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 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 (1) 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 (Monday through Friday) which are not designated as holidays. Time limits specified herein may be extended by mutual agreement of the parties involved at the 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.

Section K. Election of Remedies

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

ARTICLE XIV. DISCONTINUANCE OF EMPLOYMENT

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. Layoff

An employee may be laid off for an indefinite or specified term due to discontinuance of a department, classification, or program or the lack of funds or absence of work to be performed. 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. The 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 layoff is required, the employer shall provide letters of recommendations and seek to assist the employee in obtaining other employment. At least fifteen (15) working days notice shall be given before any 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 condition of the employment. Upon expiration of the term specified, the employee shall be reinstated to employment as specified by the employment agreement.

3. Disciplinary and Investigatory Suspension

The employer may suspend without pay for any period up to a maximum of ten (10) working days. Suspension of a longer duration will be allowed in cases when a complete investigation cannot be accomplished within the five day period. In no circumstance will the investigation take longer than 15 working days. If during that 15 day period, no evidence of wrongdoing is developed, the employee will be reinstated with back pay. Such suspension shall not constitute a waiver of the right to discharge and is subject to the grievance procedure.

4. Layoff Procedure and Right of Recall

The following provisions shall apply to layoffs.

a. Notice of Layoff

Except for scheduled layoffs, the employer shall give at least fifteen (15) working days notice to employees who are to be laid off.

b. Notice of Employment Opportunity

Any employee laid off shall, for a period of one (1) year after layoff, be automatically notified of and considered for any subsequent job openings within the bargaining unit for which the employee may be qualified. Acceptance of an offer of alternative employment shall not terminate or prejudice the recall right of an employee on layoff.

c. Notice of Recall

Employees will be eligible for recall for up to one (1) year from the date of layoff. Both the employee on layoff and the bargaining agent shall be notified by certified mail of any recall to employment. If the employee fails to communicate acceptance of a recall to employment within ten (10) working days from the date of receipt of the notice or offer, the employee shall be considered as having forfeited any recall right or right to reemployment. (Cross Reference Article X, Section B.2, page 12.)

d. Recall and Reemployment

Recall from a layoff shall constitute reinstatement under the same terms and conditions as all other bargaining unit employees.

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

3. 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. Duration of Warning Letter Limited

The first warning letter that an employee receives will remain in the personnel file for six (6) months but may be retained for a longer duration not to exceed one (1) year in appropriate circumstances after discussion of the matter with 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 bargaining agent shall receive a copy of all warning letters. Warning letters are subject to the grievance procedure.

d. Causes for Which No Warning Letter May Be Required

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

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

another employee's property or materials.

e. Means of Effecting Discharge

The discharge of an employee shall be effected by giving written notice of discharge to the employee. A copy of such notice shall also be provided the bargaining agent.

Section C. Employee Assistance Program

The employer recognizes that behavioral health problems which affect work performance (e.g., drug and alcohol dependency and emotional problems) may be correctable through treatment or counseling. When a permanent employee's work performance is adversely affected by such problems, the employer will bring the work deficiencies to the attention of the employee and, if requested, will help the employee in identifying local community resources which can provide professional assistance. Employees who seek assistance will not have their job security or promotional opportunity jeopardized by the request for assistance.

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

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

ARTICLE XV. COMPENSATION

Section A. Rates Specified

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

Section B. Longevity Increment

1. Longevity Pay

Employees who have completed five (5) years of uninterrupted state service shall receive 1.5% of their base salary multiplied by the number of completed continuous five (5) year periods of uninterrupted state service in accordance with state statute. Effective October 1, 1999, the longevity increment for the third (15-year) and fourth (20-year) increments shall be increased to 2%. Effective July 1, 2007, the longevity increment for the second (10-year) increment shall be increased to 2%.

Section C. Premium Pay

Employees are entitled to pay rates in excess of straight time regular compensation for time worked or pay for time not worked in the amount 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. When the bargaining agent and the employer agree to an alternate work schedule, which may include straight time work days which are longer than eight (8) hours, only those hours in excess of the scheduled work day or in excess of forty (40) hours per week shall be considered overtime and paid at the rate of one and one-half (1 1/2) times the normal rate of pay for all overtime worked.

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. 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.

3. Show Up Guarantee

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

4. Compensatory Time Option for Nonexempt Employees

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

- 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 or at the end of the fiscal year, 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.

5. Overtime and Compensatory Time Equalization

The employer shall attempt to equalize the opportunity for overtime or compensatory time among employees in the same classification who have the necessary skills.

Section D. Pay Days and Deductions

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

Section E. 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 credit unions, tax sheltered annuities, and dues to the bargaining agent. Other deductions may be made with approval of the designated campus representative.

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

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

(Management Memo 1-75-5)

ARTICLE XVI. REFERENCES TO STATUTES IN THE CONTRACT

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

ADDENDUM A  
UNITED ASSOCIATION OF PLUMBERS AND PIPEFITTERS  
LOCALS #30, #41, AND #459

I. SCOPE OF WORK

- A. The scope of this Agreement covers work of a maintenance, repair and renovation nature performed by United Association employees for the employer.
- B. Maintenance work that the employer performs involves maintaining operating units that in almost all cases must be kept running. This situation means that much of the work is of an emergency nature; and therefore, will require, at times, the acceptance of fluctuations in the labor demands made by the employer on the Union. The Union, by this Agreement, completely understands the necessity of these fluctuations and agrees to make every effort to fulfill the manpower requirements of the employer.
- C. The word "repair" used within the terms of this Agreement and in accordance with maintenance is work required to restore by replacement or by revamp of parts of existing facilities to efficient operating conditions.
- D. The scope of this Agreement does not cover work performed by the employer of a new construction nature, which, for the purpose of this Agreement, is work required to erect new facilities, or to complete unfinished, new buildings, in which event the work shall be done in accordance with the existing downtown Building Construction Trades Agreement and in accordance with state statutes.
- E. The union and the employer understand that the employer may, at his/her discretion, choose to perform or directly subcontract work on parts of work necessary in the plant.

## II. WORK DAY - WORK WEEK

### A. Work Day

Eight (8) hours per day shall constitute a standard work day between the hours of 8:00 a.m. and 5:00 p.m., except that scheduled starting and quitting times may be adjusted one (1) hour by mutual agreement. Forty (40) hours per week shall constitute a week's work, Monday to Friday inclusive.

### B. Work Week

Overtime: All time worked before and after the established work day of eight (8) hours, Monday through Friday, and all times worked on Saturday and Sunday shall be paid at the rate of one and one-half (1 1/2) times the hourly rate. A four-10 (four 10-hour days) work week may be worked by mutual agreement. If a four-10 work week is implemented, it will be worked as four consecutive days excluding Saturday and Sunday.

## III. UNION PENSION PLAN

Any unit of the university system at which all employees covered by this agreement desire to participate in the Plumbers and Pipefitters National Pension Fund shall execute the required trust agreement and make appropriate payments to the fund in lieu of wages. Pension plan participation is currently in effect at MSU-Bozeman, The University of Montana-Missoula, and MSU-Billings. After all employees at a unit of the university system have elected to participate in the Plumbers and Pipefitters National Pension Fund, such participation shall be a condition of employment for all employees in that unit until such time as all unit employees indicate a desire to discontinue participation in the Plumbers and Pipefitters National Pension Fund.

## IV. JURISDICTIONAL DISPUTES

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. Existing international jurisdictional agreements shall be respected by parties to this

Agreement. Jurisdictional disputes are not subject to the grievance procedure contained in the contract.

V. APPRENTICES

A. Apprenticeship Standards

The employer shall agree to conform to the apprentice- ship standard regulations, methods and standards of training as set forth by the Joint Apprenticeship Council and as adopted by the State of Montana.

B. Apprentice Rates

Apprentices will be paid at rates established by the joint committee of the appropriate local.

C. Employer contributions

An annual fee will be paid to the union for each apprentice hired. The fee and schedule of payments will be determined at the campus level through mutual agreement of the parties

VI. WAGES

Effective October 1, 2011, the base wage shall increase by one (1) percent plus twenty-four cents (\$0.24) per hour.

Effective October 1, 2012, the base wage shall increase by two (2) percent plus twenty-four cents (\$0.24) per hour.

All employees in each classification will be compensated at the following wage rates.

Effective	<u>7/1/11</u>	<u>10/1/11</u>	<u>10/1/12</u>
Maintenance Plumber	24.10	24.58	25.31
Refrigeration Technician	24.10	24.58	25.31
Plumber Foreman	25.78	26.55	27.34
Refrigeration Technician Foreman	25.78	26.55	27.34

The Foreman positions shall be an additional seven (7) percent of the Maintenance Plumber and Refrigeration Technician base wage. Effective October 1, 2011, the Foreman positions shall be

an additional eight (8) percent of the Maintenance Plumber and Refrigeration Technician base wage.

For the contract term ending June 30, 2013, if the Employer negotiates greater across-the-board pay raises or increased call-out provisions for any other craft bargaining unit in the Montana University System, the parties agree to re-open the wage or call out provisions of the contract for negotiations.

When a member of the bargaining unit is assigned the duties and responsibilities of Foreman of the bargaining unit in the absence of the regular Foreman for eight (8) or more consecutive hours, the employee will receive the higher hourly rate of pay for the duration of the assignment.

#### VII. RECRUITMENT EXCEPTION

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

## ADDENDUM B

### STATUTES

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

**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:

<u>Years of employment</u>	<u>Working days credit</u>
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years on	24

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

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

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

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

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

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

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

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

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

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

**2-18-617. Accumulation of leave -- cash for unused -- transfer.** (1)(a) Except as provided in subsection (1)(b), annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

(b) It is the responsibility of the head of an employing agency to provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. If an employee makes a reasonable written request to use excess vacation leave before the excess vacation leave must be forfeited under subsection (1)(a) and the employing agency denies the request, the excess vacation leave is not forfeited and the employing agency shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited under subsection (1)(a).

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

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

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

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

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

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

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

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

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

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

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

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

allowance paid him by the court.

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

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

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

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

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

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

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

**10-1-604. Leave of absence of public employees attending training camp or similar training program.** A state, city, town, or county employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of 6 months shall be given leave of absence with pay for a period of time not to exceed 15 working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave may not be charged against the employee's annual vacation time.

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

- (1) terminate a woman's employment because of her pregnancy;
- (2) refuse to grant to the employee a reasonable leave of absence for such pregnancy;
- (3) deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her employer, provided that the employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
- (4) require that an employee take a mandatory maternity leave for an unreasonable length of time.

**MEMORANDUM OF UNDERSTANDING**

**LUMP SUM BONUS ELIGIBILITY**

Permanent, non-probationary employees are eligible for lump sum bonuses in accordance with the Montana University System Staff Compensation Plan Guidelines.

DATED this 24<sup>th</sup> day of October, 20 11.

FOR THE MONTANA UNIVERSITY  
SYSTEM:

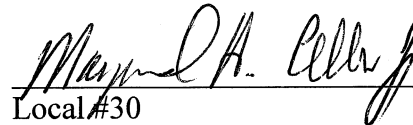


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Commissioner of Higher Education

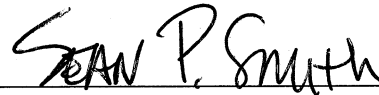


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Associate Commissioner for  
Communications and Human Resources

FOR THE UNITED ASSOCIATION OF  
PLUMBERS AND PIPEFITTERS:



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Local #30



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Local #41



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Local #459

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