AGREEMENT

This Agreement made and entered into this 3rd day of July, 1975, by and between Montana University System, with units at Bozeman and Missoula, Montana herein referred to as the Employer and Local #991 of the Retail Clerks Union and Local #53 of the Teamsters Union, and entered into this 1st day of January 1976 with Montana College of Mineral Science and Technology at Butte, Montana, hereinafter referred to as the Employer and Culinary and Miscellaneous Employees Union Local #457, hereinafter referred to as the Union, shall constitute a binding agreement governing the work performed by the Employer within the jurisdiction of the Union.

WITNESSETH

In consideration of the covenants herein recited, and in order to mutually establish and stabilize wages and working conditions affecting the employees covered by this Agreement, the parties mutually agree as follows:

ARTICLE I - Recognition

Section A. The Employer recognizes the Union as the sole and exclusive bargaining agent for employees working at units of the Montana University System as listed by Classification in Addendums "A, B. and C" attached.

Section B. Additions or deletions of classifications listed in Addendum "A" will be mutually agreed upon prior to change.

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

Section D. Casual or part-time employees shall not be used to deprive regular employees of work time. All regular employees must be working before casual or extra employees are used. Supervisory staff may, at the discretion of the Employer, fill any position, provided, they do not permanently replace or displace a full-time employee.
ARTICLE II - Union Security

Section A. All present employees covered by this Agreement who do not make application for membership in the Union within thirty (30) calendar days of the effective date of the Agreement, shall, as a condition of employment, pay to the Union an amount equal to initiation fee and monthly Union 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. Employees who fail to comply with this requirement shall be discharged by the Employer within seven (7) calendar days after receipt of written notice from the Union.

Section B. No workman shall be discharged or discriminated against for upholding Union principles. No member working under the instructions of the Union, or who serves on a committee, shall lose his position or be discriminated against for that reason.

Section C. The Authorized Union representative shall have access to the job during working hours on Union business after notifying the employee's supervisor or his representative of the work area visited.

Section D. The Union agrees to indemnify and hold harmless the Employer for any loss or damages arising from the operation of Section A of this article.
ARTICLE III - Dues Check-Off

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

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

The Union and the Employer agree that they will not refuse employment to any person, or bar such person from employment, or discriminate against such person in compensation, or in any term, condition, or privilege of employment because of such person's political beliefs, race, religion, sex, color, or national origin, or because of age, physical or mental handicap, or sex when the reasonable demands of the position do not require an age, physical or mental handicap or sex distinction.

Section C.

The terms of this Article shall apply to existing and future employees and applicants for employment in with the Employer.
ARTICLE IV

The Employer agrees that upon hiring new employees covered under this agreement, it shall, within seven days, furnish to the Union the name of the employee, date of hire and where the employee is working.

ARTICLE V - Non-Discrimination

Section A.

The Employer and the Union agree that they will work cooperatively to assure that all employees and prospective employees have equal employment opportunities.

Section B.

The Union and the Employer agree that they will not refuse employment to any person, or bar such person from employment, or discriminate against such person in compensation, or in a term, condition, or privilege of employment because of such persons political beliefs, race, religion, color, or national origin, or because of age, physical or mental handicaps or sex when the reasonable demands of the position do not require an age, physical or mental handicap or sex distinction.

Section C.

The terms of this Article shall apply to existing and future employees and applicants for employment in with the Employer.

Section D.

The Employer shall post and publish all the vacancy notices for newly created or newly assigned positions sufficiently in advance of the position opening to allow all employees an equal opportunity to make application for the position. Should qualifications or applicants be equal, the applicant having the greatest seniority shall prevail.

Section E.

Seniority is not transferable between unions.

Section F.

The Employer shall furnish and maintain a seniority roster.
ARTICLE VI - Seniority and Probation

Section A.

All employees covered by this agreement shall be considered as probationary and without seniority for the first ninety (90) days of employment after which time seniority shall relate back to date of hire.

Section B.

Seniority means an employee's length of continuous service with the Employer since his last date of hire. An employee's seniority shall be broken only by termination of employment or a lay off which exceeds nine (9) calendar months. Employees who are laid off and request payment of unused sick leave and/or withdrawal of PERS contributions shall be considered as having terminated employment.

Section C.

Layoffs caused by reduction in force shall be in order of seniority within a classification. The employee last hired within a classification shall be the first released. Employees who are scheduled to be released shall be given at least ten (10) working days notice. All recalls to employment shall be likewise in order of seniority within a classification; that is, the last employee released within a classification as a result of reduction in force shall be the first rehired when the Employer needs additional employees. The Employer shall notify such employees to return to work and furnish the Union a copy of such notifications; and if the employee fails to notify the Employer within ten (10) calendar days of his or her intention to return to work, such employee shall be considered as having forfeited his or her right to re-employment.

Section D.

The Employer shall post and publish all job vacancy notices for newly created or vacated positions sufficiently in advance of the position opening to permit all employees an equal opportunity to make application for the position. Should qualifications of applicants be equal, the applicant having the greatest seniority shall prevail.

Section E.

Seniority is not transferable between Unions.

Section F.

The Employer shall furnish and maintain a seniority roster.
ARTICLE VII - Holidays

Section A. Employees shall be granted the following paid holidays:

1. New Year's Day - January 1
2. Lincoln's Birthday - February 12
3. Washington's Birthday - Third Monday in February
4. Memorial Day - Last Monday in May
5. Independence Day - July 4
6. Labor Day - First Monday in September
7. Columbus Day - Second Monday in October
8. Veteran's Day - November 11
9. Thanksgiving Day - Fourth Thursday in November
10. Christmas Day - December 25
11. Every day on which a general election is held throughout The State of Montana.

Section B.

Any employee of the State of Montana 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 the day following, whichever allows a day off in addition to the employee's regularly scheduled days off. (R.C.M. 1947, Section 59-1009)

Section C.

Part-time permanent employees shall be granted holidays on a prorated basis provided they normally work at least twenty (20) hours per week.

Section D.

In order to be eligible for holiday pay, the employee shall have worked the last day of their schedule before and the first day of their schedule following the holiday, except Sunday. If the employee fails to work either of the above days without permission of the Employer or its representative, he shall forfeit the holiday pay with the exception that bona fide illness or accident shall be deemed excused absence.

Section E.

Employees will receive an extra day's pay for each holiday that falls during terminal leave.

Section F.

Employees laid off due to Christmas vacation shall be entitled to holiday pay for Christmas and New Year's Day, so long as they comply with Section D, of this Article. Any employee laid off or terminated five (5) calendar days or less prior to any above mentioned holidays shall receive pay for that holiday.
ARTICLE VII - Holidays (continued)

Section G. HOLIDAY PAY

Pay for all time worked on holidays shall be paid at time and one half for all time worked in addition to regular holiday pay.

### ANNUAL LEAVE

<table>
<thead>
<tr>
<th>Hours Worked</th>
<th>1 To 10 Years</th>
<th>11 To 15 Years</th>
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<tbody>
<tr>
<td>66 - 96</td>
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<td>142 - 153</td>
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<td>154 - 159</td>
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<td>160 -</td>
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</tbody>
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ARTICLE VIII - VACATIONS

Section A.

Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits, two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. Proportionate annual credits shall be earned and credited at the end of each pay period according to the following prorated formula:

**ANNUAL LEAVE**

<table>
<thead>
<tr>
<th>Hours Worked</th>
<th>1 To 10 Years</th>
<th>11 To 15 Years</th>
<th>16 To 20 Years</th>
<th>21 To 25 Years</th>
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<td>113 - 129</td>
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<td>108 - 121</td>
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<td>130 - 146</td>
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<td>122 - 136</td>
<td>103 - 113</td>
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<td>147 - 159</td>
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<td>137 - 150</td>
<td>114 - 123</td>
<td>11</td>
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<td>160 -</td>
<td>10</td>
<td>151 - 159</td>
<td>124 - 134</td>
<td>12</td>
</tr>
</tbody>
</table>

Separation from service or transfer to other department-cash for unused vacation leave cannot be transferred to another employee via personnel assignment with the approval of the party of service and the party of service, except in a case of a change in the location of the employee's residence or the party of service. The employee shall be credited with the corresponding vacation days. In such a case, the vacation credit shall be credited to the employee for the duration of which exceeds fifteen (15) days.

Vacation leave shall not accrue during a period of absence without pay the duration of which exceeds fifteen (15) days.
ARTICLE VIII - Vacations
(continued)

However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. Persons regularly employed nine (9) or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation credits. However, such persons must be employed six (6) qualifying months before they can 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. Vacation leave credits shall be earned in accordance with the following schedule:
1. From one (1) full pay period through ten (10) working years of employment at the rate of fifteen (15) working days for each year of service;
2. after ten (10) years through fifteen (15) years of employment at the rate of eighteen (18) working days for each year of service;
3. after fifteen (15) years through twenty (20) years of employment at the rate of twenty-one (21) working days for each year of service;
4. after twenty (20) years of employment at the rate of twenty-four (24) working days for each year of service.

Section B.

Permanent part-time employees are entitled to prorated annual vacation benefits if they have regularly scheduled work assignments and normally work at least twenty (20) hours each week of the pay period and have worked the qualifying period.

Section C.

Separation from service or transfer to other department--cash for unused vacation leave. An employee who terminates his employment with the state, or any county or city thereof, for reason not reflecting discredit on himself, shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period. However, if an employee transfers between agencies of the same state, county, or city jurisdiction, there shall be no cash compensation paid for unused vacation leave. In such a transfer the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

Section D.

Accumulation of leave - "Annual Leave" may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year.

Section E.

Vacation leave shall not accrue during a leave of absence without pay the duration of which exceeds fifteen (15) days.
ARTICLE VIII - Vacations

(continued)

Section F.

Unused earned vacation time shall be paid to the employee at his
regular rate of pay at the time of separation from service.

Section G.

The dates when employees' vacations shall be granted shall be de-
termined by agreement between each employee and his employer, with regard
to seniority, the best interest of the Employer, and the best interest of
each employee.

Section H.

Holidays, including those allowed in lieu of the actual holiday,
occuring 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 I.

Vacation time may be taken on a split-vacation basis.

Section J.

Vacation charges and credits shall be charged to the nearest full
hour.

Section K.

A leave of absence without pay may be used to extend regular vacation,
with prior approval of The Department Head.

Section L.

It shall be unlawful for the Employer to terminate or separate an
employee from his employment in an attempt to circumvent the provisions
of this Article.

Section M.

Seniority will apply in determining an employee's vacation, provided
granting vacation preference does not adversely affect the employers'
operation.
ARTICLE IX - Sick Leave

Section A.

Sick leave is a necessary absence from duty caused when an employee has suffered illness, injury, pregnancy or pregnancy related illness, exposure to contagious disease that required quarantine, or a necessary absence from duty to receive a medical or dental examination or treatment.

Section B.

Accumulated sick leave credit should be regarded by employees as valuable free health insurance that maintains the employee's income during a period of personal illness or family emergency. Sick leave benefits should be carefully guarded and not dissipated or abused.

Section C.

Each Full-time employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Proportionate annual credits shall be earned and credited at the end of each pay period according to the following prorated formula:

<table>
<thead>
<tr>
<th>Hours Worked</th>
<th>Hours of Leave</th>
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</thead>
<tbody>
<tr>
<td>86 - 97</td>
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<td>160 -</td>
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</tbody>
</table>

Sick leave credits shall be earned at the rate of one (1) working day (8 hours) for each month of service without restriction as to the number of working days which may be accumulated.

Section D.

An employee may not accrue sick leave credits during a continuous leave of absence without pay which exceeds fifteen (15) calendar days.
ARTICLE IX - SICK LEAVE  
(continued)

Upon completion of the qualifying period, the employee is entitled to the sick leave credits earned.

Section E.

Permanent part-time employees are entitled to prorated leave benefits if they have a regularly scheduled work assignment, and normally work at least twenty (20) hours each week of the pay period, and have worked the qualifying period.

Section F.

Employees covered by this Agreement are entitled to sick leave benefits provided they work the qualifying period (90 calendar days.)

Section G.

An employee who terminates employment with the Employer is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to accumulated sick leave. The pay attributed to accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time of termination. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971. However, where an employee transfers between agencies within the same state, county or city jurisdiction he shall not be entitled to a lump-sum payment. In such a transfer the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.

Section H.

An employee who receives a lump-sum payment pursuant to this act and who is again employed by the state or a county or city thereof shall not be credited with any sick leave for which he has previously been compensated.

Section I.

Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this Article.

Section J.

Sick leave credits will be used on a first earned-first charged basis.

Section K.

Reporting of sick leave - An employee on sick leave shall inform the supervisor of the fact as soon as possible.
Section L. Other Sick Leave Provisions:

1. 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.

2. Sick leave charges and credits shall be charged to the nearest full hour.

3. 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.

4. Medical appointments may be charged to sick leave, provided the minimum time charge is not less than one (1) hour. Each absence shall be reported separately and authorized in advance by the employee's immediate supervisor.

5. Disabilities caused or contributed to 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.

6. 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.

7. 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.

8. 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.

9. In the event that an employee becomes incapable of performing the duties of his regular classification through occupational illness or industrial accident, the Employer may transfer the employee without loss of pay to a position for which he is qualified provided the change can be accomplished without displacing another employee.

Section M. Emergency Sick Leave

1. Emergency sick leave is defined as a necessary absence due to (1) 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 (2) the death of a member of the employee's immediate family.
2. Emergency sick leave limitation - Emergency sick leave charged
against an employee's sick leave credits shall not exceed a total of
five (5) working days a year for illness in the immediate family. In
addition, emergency sick leave charged against an employee's sick leave
credits shall not exceed a total of five (5) work days for each death in
the immediate family.

3. The employee's immediate family shall consist of: spouse,
parents, brothers, sisters, children, household dependents, and the same
relatives of the employee's spouse in like degree.

Section B. JURY SERVICE AND SICK LEAVE

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. How-
ever, 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. Employees shall
not lose cumulative benefits because of juror service.

2. An employee summoned 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 courts to excuse their employees from
duty if they are needed for the proper operation of a unit of state or
local government.
ARTICLE X - Other Leave With Pay

Section A. MILITARY LEAVE

Any employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps, or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, shall be given leave of absence with pay for attending regular encampments, training cruises, and similar training programs, under military orders properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the employee.

Section B. JURY SERVICE AND SUBPOENA

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. Employees shall not lose cumulative benefits because of juror service.

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 duty if they are needed for the proper operation of a unit of state or local government.
ARTICLE XI - Leaves of Absence without Pay

Section A.

Any employee desiring leave of absence without pay shall secure written approval from the Employer and a copy shall be provided the Union. 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 calendar year.

Section B.

Any employee subject to this Agreement elected or appointed to public office shall be entitled to a leave of absence not to exceed one hundred eighty (180) days per year, while such employee is performing public service. Any employee granted such leave shall return to work within ten days following the completion of the service for which the leave was granted.

Section C.

The Employer may grant reasonable leaves of absence to employees whenever required in the performance of duties as "duly authorized representative of the Union." "Duly authorized representative" means members of regularly constituted committees and/or officers of the Union, a list to be supplied to the Personnel Director.

Section D.

Unauthorized absence shall be treated as absence without pay and may be grounds for dismissal or disciplinary action.
ARTICLE XII - Health, Safety, and Welfare

Section A.

Health and/or Accident Insurance - The Employer shall contribute towards group insurance coverage at the minimum rate of ten (10) dollars a month for each employee desiring such coverage.

Section B.

Unemployment Insurance - The Employer agrees that all employees covered under this Agreement shall be covered by unemployment insurance as provided by the Employment Security Division of Montana, Section 87-101 through Section 87-152, Revised Codes of Montana.

Section C.

Workers' Compensation - Workers' Compensation payments administered by the Division of Workmen's Compensation of the Department of Labor and Industry are for the purpose of offsetting the loss of income suffered by an employee who is injured on the job. Inasmuch as an employee's pay continues while he/she is on sick leave, he/she is not entitled to both paid sick leave and workmen's compensation payments. An employee who is injured on the job has the option of taking either sick leave or workers' compensation payments, and if his/her sick leave runs out, may receive workers' compensation payments. (R.C.M. 92-101 et seq.)

Section D.

Public Employees Retirement System - All employees hired by the Employer are required to participate in the Public Employees Retirement System. Provisions for this act are contained in R.C.M. Title 68-101 et seq.

To earn one year of longevity time, an employee must have been in a pay status for 2,080 regular hours. Five year's eligibility would be at a total of 10,400 hours.

Allowable breaks in service:

- Military leave (minimum of 1,800 calendar days)
- Leave of absence (an employee, if approved by the Employer, may be absent without pay for up to 30 days - consecutive or total days providing that the employee was not terminated)
- Lay-off periods (if employee accepts reemployment immediately on recall)
ARTICLE XIII - COMPENSATION

Section A. SALARIES, WAGES AND LONGEVITY

Wages for employees covered by this Agreement shall be at the rate set forth in Addendums "A, B, and C".

Section B. OVERTIME

1. Employees 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 compensated at the rate of one and one-half (1-1/2) times their normal rate of pay for additional time worked.

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

3. Overtime shall be paid in half-hour increments; for example:
   
   0 to 30 minutes  =  1/2 hour
   31 to 60 minutes =  1 hour

Section C. CALL OUTS

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

Section D. LONGEVITY

"... each employee who has completed at least five (5) years of uninterrupted state service shall receive the amount obtained by multiplying the larger of the ten dollars ($10) per month or ten percent (10%) of the difference between the base salary for the corresponding step in the next highest grade by the number of completed five (5) year periods of uninterrupted service he has with the state.

To earn one year of Longevity time, an employee must have been in a pay status for 2,080 regular hours. Five year's eligibility would be at a total of 10,400 hours.

Allowable breaks in service:

- Military leave (maximum of 1,800 calendar days)
- Leave of absence (an employee, if approved by the employer, may be absent without pay for up to 260 - consecutive pay status days providing that the employee was not terminated.)
- Lay off periods (if employee accepts reemployment immediately on recall)
ARTICLE XIII - Compensation
(continued)

Section E. HOURS OF WORK

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

2. WORK WEEK
   Except as otherwise provided by any addendum hereto the basic straight-time work week shall consist of forty (40) hours to be worked in five (5) consecutive days within the calendar week, Sunday through Saturday.

Section F. SHOW-UP

Regular employees reporting for work shall be guaranteed four (4) hours of pay or four (4) hours of work. If the employee works over four (4) hours, the guarantee shall be six (6) hours pay or six (6) hours work, and if the employee works over six (6) hours, the guarantee shall be eight (8) hours pay or eight (8) hours work.

Section G. PARKING

All employees covered by this agreement shall be provided staff parking in existing parking lots in the vicinity of their place of work, provided, however, that each employee shall register his or her vehicle in accordance with applicable University regulations.

Section H. SHOP STEWARDS

The union shall have the right to appoint a shop steward in designated departments. The shop steward shall be recognized by the employer as having authority to report any irregularities concerning the interpretation or application of the provisions of this agreement to the union office and to assist officers of the union in the adjustment of grievances when called upon by said officers to do so. The shop steward shall not be discriminated against for discharge of duties assigned to him by the union, it being understood that the discharge of such duties shall not interfere with the normal performance of his work for the employer.

Section I. MEAL PERIOD

No employee shall be scheduled to work more than four (4) hours per shift without being allowed a meal period, except in the case of emergency.
ARTICLE XIV - WORKING CONDITIONS

Section A. TERMINATION

Employees who terminate their service will be furnished, upon request, a letter stating their classification, length of service, and reason for leaving.

Section B. REDUCTION IN WAGES

It is understood and agreed that no employee shall suffer a reduction in wages because of the adoption of this Agreement.

Section C. BULLETIN BOARDS

The employer agrees to permit the use of existing bulletin boards in regular posting areas, for Union purposes.

Section D. REST BREAK

There shall be a fifteen (15) minute break during the first half of a shift and during the second half of a shift as the job permits for all employees covered under the terms hereof. Such breaks shall be taken without loss of pay and the employee shall not be required to make up such time.

Section E. PARKING

All employees covered by this agreement shall be provided staff parking in existing parking lots in the vicinity of their place of work; provided, however, that each employee shall register his or her vehicle in accordance with applicable University regulations.

Section F. SHOP STEWARDS

The Union shall have the right to appoint a shop steward in designated departments. The shop steward shall be recognized by the Employer as having authority to report any irregularities concerning the interpretation or application of the provisions of this agreement in the establishment to the Union office and to assist officers of the Union in the adjustment of grievances when called upon by said officers to do so. The shop steward shall not be discriminated against for discharging duties assigned to him by the Union, it being understood that the discharge of such duties shall not interfere with the normal performance of his work for the Employer.

Section G. MEAL PERIOD

No employee shall be scheduled to work more than four (4) hours per shift without being allowed a meal period, except in the case of emergency.
(continued)

Section H. PAY DAYS

The Employer shall establish regular monthly pay days on or before the tenth (10th) of each month and furnish to each employee on such pay days a wage statement showing the period of time covered, name of employee, straight time and overtime hours worked, total of wages paid and itemized deductions made therefrom. A similar statement will be given to the employee upon termination of employment.

Section I. SUBCONTRACTING

It is the intent of the parties to preserve the work and job opportunities of the employees covered by this Agreement. The Employer will make every reasonable effort to retain employees covered herein, and will disclose to the Union any subcontracting arrangements for services which might affect the employees normally subject to the terms of this Agreement. The Employer agrees that in executing contracts for the subcontracting of services which will affect employees covered herein, that the Employer will require any such subcontractor, as a term of its contract, to offer employment to any employee covered by this Agreement who is displaced by such subcontract for services. The parties understand and agree that decisions regarding the subcontracting out of work by the Employer is within the Employer's management prerogatives.

Section J. TRAVEL EXPENSE

1. TRAVEL WITHIN THE STATE -

State employees shall be authorized the actual cost of lodging not exceeding sixteen dollars ($16) per day plus two dollars ($2) for the morning meal, three dollars ($3) for the midday meals and five dollars ($5) for the evening meal. All claims for lodging expense reimbursement allowed under this section must be documented by an appropriate receipt. (R.C.M. 59-538 (1) (b)).

2. TRAVEL OUT-OF-STATE -

State employees shall be authorized the actual cost of lodging not exceeding thirty-seven dollars ($37) per day plus three dollars ($3) for the morning meal, four dollars ($4) for the midday meal, and six dollars ($6) for the evening meal. All claims for the lodging expense reimbursement allowed under this subsection must be documented by an appropriate receipt. (R.C.M. 59-538 (2) (b)).

When other than commercial, non-receiptable lodging facilities are utilized by a state employee while conducting official state business in a travel status, the amount of seven dollars ($7) will be authorized for lodging expenses for each day in which travel involves and overnight stay in lieu of the authorized amount in subsection above. (R.C.M. 59-538 (3)).

Computation of Travel allowance shall be according to schedule in R.C.M. 59-539 (1) (2).
ARTICLE XV - 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.

Section A. GRIEVANCE PROCEDURE

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

Section B.

Within five (5) days of receipt of the grievance by the supervisor, the supervisor and the Union business 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 or designated grievance officer where an attempt shall be made to resolve the grievance within five (5) days. Time limits as described above may be extended if mutually agreed by the parties not to exceed ten (10) days.

Section C. ARBITRATION

All grievances which cannot be settled to the satisfaction of the Employer and the Union shall be submitted to a committee in writing, such committee to be made up of three (3) members of the Employer and three (3) persons not associated with the grievance to serve as the members to represent the Union. The committee shall meet and arrive at a decision within ten (10) days following the date the grievance is submitted. In the event that the committee is unable to arrive at an agreement the parties shall select an impartial arbitrator (who shall be agreeable to the Employer and the Union.) In the event the parties to the dispute are unable to agree upon the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a list of five (5) names. Each party to the dispute shall be designated the arbitrator. The arbitrator shall again consider the grievance and shall render a decision within ten (10) days of the date of the receipt of the grievance.

Section D.

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

Section E.

The costs of arbitration shall be shared equally between the parties.
ARTICLE XV - Grievance
(continued)

Section F.

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

Section G.

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 transcripts.

Section H.

It is understood and agreed that there shall be no strikes, slow downs or other work stoppages on the part of the Union and that there shall be no lockouts on the part of the Employer during the term of this Agreement until the provisions of this Article have been fulfilled.

ARTICLE XVI - SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision shall in any court or by other governmental action be held invalid, the remaining provisions and their application shall not be affected.
ARTICLE XVII - DISCHARGE OR SUSPENSION

The Employer shall neither discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee in writing, and a copy of the same to the Local Union affected, except that no warning notice need be given to an employee before he is discharged, if the cause of such discharge is drug abuse, dishonesty or drunkenness, or gross misconduct, or endangering the health or safety of other persons.

The employer after having discharged any employee under the terms of this agreement shall furnish to said employer and to the Union in writing a full, succinct, and complete statement of the reasons for the discharge.

Section A.

The warning notice as herein provided shall not remain in effect for a period of more than three (3) months from the date of said warning notice. Warning letters, to be considered as valid, must be issued within ten (10) days after the occurrence of the violation claimed by the Employer in such warning notice. Discharge or suspension must be by proper written notice to the employee and the Union affected within ten (10) days of the occurrence of the violation claimed by the Employer as the basis for discharge or suspension, except where dishonesty is involved. In cases where dishonesty is involved, the discharge or suspension notice must be within a reasonable time after the discovery of the alleged dishonesty. Any employee may request an investigation as to this discharge or suspension. Should such investigation prove an injustice has been done an employee, he shall be reinstated. The Grievance Committee shall have the authority to order full, partial or no compensation for loss of time.

Section B.

Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice to the Grievance Committee in accordance with Article XV.
ARTICLE XVIII

TERM

This contract shall be in full force and effect from the date of July 1, 1975, to and including June 30, 1977 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 their desire to modify the agreement.

NEGOTIATION SCHEDULE

1. Negotiations for a subsequent agreement may be commenced by either party by giving written notice of contract changes later than January 10, 1976. Negotiations shall commence as soon as possible.

2. Every effort will be made to conclude negotiations by June 1, 1976, in order to accommodate the University System budget proposal process consistent with Executive Branch guidelines.

3. It is understood between the parties that any agreement reached must be submitted for budgetary approval by the Regents of Higher Education on or about July 15, 1976, and incorporated in the budget request to be submitted to the Office of Budget and Program Planning by September 1, 1976.

4. The Employer and the Union both reserve the right to modify proposals during negotiations, provided however, that the parties may mutually agree during the negotiation process to restrict the addition of new proposals.
ARTICLE XIX - MANAGEMENT RIGHTS

Section A.

The Union recognizes the prerogatives of the Employer, if not in conflict with the Agreement, to operate and manage its affairs in such areas as:

(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 classifications, 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 performed.
ARTICLE XX - RETIREMENT

Employees shall retire at the end of the fiscal year in which they reach age sixty-five (65). Continuation of employment beyond age sixty-five (65) may be permitted at the employer's option when requested in writing at least six months in advance of the end of the fiscal year in which the employee reaches age 65. The Employer agrees to indemnify and hold harmless the Union for any loss or damages arising from the operation of this Article.

ARTICLE XXI - JURISDICTIONAL DISPUTES

Section A.

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.
Montana College of Mineral Science and Technology

And

Culinary and Miscellaneous Employees Union Local #457

Addendum to Master Contract

(Residence Hall and Student Union)

ARTICLE I  CLASSIFICATION AND WAGES

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Section A. Employer agrees to negotiate wage rates for new classification not presently covered herein. All new hires are to be hired at Step 1 of the appropriate grade.

Section B. Employees in the above classification except Custodian III will be allowed one (1) meal per work day in addition to their regular pay where facilities are available.

Section D. The bargaining unit shall include all full-time and part-time employees within Food Service (Student Union Bldg.) and Custodial Service (Residence Hall) as per in this addendum at Butte, Montana.
RECOGNITION AGREEMENT

Saga Food Service of Montana, Inc. hereby recognizes Culinary and Miscellaneous Employees' Union, Local No. 457 as the collective bargaining representative for the employees of Saga employed in the foodservice operation at Montana College of Mineral Science and Technology (Montana Tech), Butte, Montana and agrees to meet and bargain in good faith with Local 457 to arrive at a collective bargaining agreement covering the terms and conditions of employment for said employees.

For the Employer:

Richard L Davis  Date 5/26/77

For the Union:

Margaret Harrington  Date 5/26/77

Ted Webster  Date 5/26/77