

**COLLECTIVE BARGAINING AGREEMENT**  
**Between**  
**FLATHEAD VALLEY COMMUNITY COLLEGE**  
**and**  
**The FVCC Classified Employees' Union**  
**Local #4446, MFPE, NEA, AFT, AFL-CIO**  
**July 1, 2017 through June 30, 2021**

# TABLE OF CONTENTS

ARTICLE 1. PREAMBLE .....	1
ARTICLE 2. TERM OF AGREEMENT .....	1
Section A. Contract Term .....	1
Section B. Negotiations Schedule .....	1
ARTICLE 3. DEFINITIONS .....	1
ARTICLE 4. RECOGNITION .....	2
ARTICLE 5. NON-DISCRIMINATION .....	2
ARTICLE 6. MANAGEMENT RIGHTS .....	2
ARTICLE 7. UNION RIGHTS .....	3
Section A. Information and Data .....	3
Section B. Union Business .....	3
Section C. Notification .....	3
Section D. Access to Personnel Files .....	3
Section E. Bulletin Boards .....	3
Section F. Union Use of Campus Mail .....	3
Section G. Union Use of College Equipment .....	3
Section H. Union Representative .....	4
Section I. Suspension or Discharge Notice .....	4
Section J. Union Use of College Facilities .....	4
ARTICLE 8. EMPLOYEE RIGHTS .....	4
Section A. Copy of Job Descriptions .....	4
Section B. Personnel Files .....	4
Section C. Letter Upon Termination .....	4

Section D. Right to Representation.....	5
Section E. Job Sharing .....	5
ARTICLE 9 WORK STOPPAGES .....	5
ARTICLE 10. PAYROLL DEDUCTIONS.....	5
ARTICLE 11. UNION SECURITY .....	5
Section A. Membership .....	5
Section B. Dues Deduction .....	5
Section C. Employee Option Notification .....	5
Section D. Changes in Union Dues Rates.....	5
Section E. Hold Harmless .....	6
ARTICLE 12. NEW POSITIONS OR VACANCIES.....	6
Section A. New Hires, Promotions, or Transfers.....	6
Section B. Trial Period for Employees Who Are Promoted or Transferred .....	6
ARTICLE 13. PROBATIONARY PERIOD .....	6
ARTICLE 14. DISCIPLINE AND DISCHARGE .....	7
Section A. Corrective Discipline .....	7
Section B. Notification of Corrective Discipline .....	7
ARTICLE 15. PERFORMANCE EVALUATIONS.....	7
Section A. Probationary Period.....	7
Section B. Annual Employee Performance Evaluation .....	7
ARTICLE 16. CLASSIFICATION REVIEW.....	8
Section A. Responsibilities of the College .....	8
Section B. Conditions for an Employee Requesting a Position Reevaluation.....	8
Section C. Procedures and Timeliness for Position Reevaluations .....	8
ARTICLE 17. SENIORITY AND LAYOFF .....	9

Section A. Seniority .....	9
Section B. Scheduled Layoff .....	9
Section C. Unscheduled Layoff/Involuntary Transfer .....	9
Section D. Holiday Layoff.....	10
ARTICLE 18. WORKING CONDITIONS.....	10
Section A. Work Day/Work Week .....	10
Section B. Alternate Work Hours .....	10
Section C. Job Description.....	10
Section D. Governmental Programs .....	10
Section E. Release Time for Meetings.....	10
ARTICLE 19. OVERTIME AND COMPENSATORY TIME.....	10
Section A. Overtime.....	11
Section B. Compensatory Time .....	11
ARTICLE 20. COMPENSATION .....	11
Section A. General Pay Provisions .....	11
Section B. Anniversary Date.....	11
Section C. Schedule Placement for New Hires.....	11
Section D. Callout Pay.....	11
Section E. Shift Differential.....	11
Section F. Pay in Event of Promotion.....	12
Section G. Pay in Event of Injury .....	<b>Error! Bookmark not defined.</b>
Section H. Temporary Promotion Pay .....	12
Section I. Gender Discrimination Forbidden .....	12
Section J. Bonus for Bachelor’s Degree .....	12
ARTICLE 21. FRINGE BENEFITS.....	12

Section A. Group Health Insurance .....	12
Section B. Unemployment Insurance .....	13
Section C. Workers Compensation Insurance .....	13
Section D. Retirement System .....	13
Section E. Life Insurance.....	13
Section F. Tuition Waiver.....	13
ARTICLE 22. HOLIDAYS .....	14
Section A. List of Holidays.....	14
Section B. Holiday Pay .....	14
Section C. Additional Day Off.....	15
Section D. Holiday Layoff.....	15
Section E. Holiday Pay Following Termination .....	15
ARTICLE 23. ANNUAL VACATION LEAVE.....	15
Section A. Annual Vacation Leave.....	15
Section B. Rate Earned for Permanent, Full-Time Employees .....	16
Section C. Rate Earned for Permanent, Part-Time Employees .....	16
Section D. Cash Payment for Unused Vacation .....	16
Section E. Accrual Reporting .....	17
Section F. Time Vacation Taken .....	17
Section G. Holidays Not To Be Charged To Vacation Leave Or Sick Leave .....	17
Section H. Extension of Leave Without Pay .....	17
Section I. Circumvention Prohibited.....	17
Section J. Special Circumstances Regarding Shift Work .....	18
ARTICLE 24. SICK LEAVE AND DEFINITION .....	18
Section A. Sick Leave Usage.....	18

Section B. Sick Leave Accrual .....	18
Section C. Payment for Unused Sick Leave Upon Termination .....	19
Section D. Abuse of Sick Leave .....	19
Section E. Report of Sick Leave Usage .....	19
Section F. Physician's Certificate.....	19
Section G. Sick Leave Bank for Catastrophic Events.....	20
Section H. Bereavement Leave.....	20
ARTICLE 25. LEAVES OF ABSENCE.....	20
Section A. Maternity/Paternity Leave.....	20
Section B. Jury Duty or Subpoena.....	21
Section C. Military Training Leave .....	21
Section D. Discretionary Leave .....	21
Section E. Public Service Leave .....	21
Section F. Extended Leave for Illness or Disability .....	22
Section G. College Closure.....	22
ARTICLE 26. TRAVEL.....	22
ARTICLE 27. PROHIBITED ACTIVITIES.....	22
ARTICLE 28. ACTIVITIES REQUIRING DISCLOSURE.....	22
ARTICLE 29. GRIEVANCE AND ARBITRATION.....	23
Section A. Definition .....	23
Section B. Informal Process.....	23
Section C. Rules of Grievance Processing.....	23
Section D. Formal Process.....	23
Section E. Rules of Arbitration.....	24
Section F. Award of Arbitrator .....	24

ARTICLE 30. SAFETY.....	24
ARTICLE 31. WAIVER.....	24
ARTICLE 32. ENTIRE AGREEMENT .....	25
ARTICLE 33. SEVERABILITY .....	25
APPENDIX A. ....	26
ARTICLE 34. ADDENDA.....	31

## **ARTICLE 1. PREAMBLE**

This Agreement is entered into by and between the Board of Trustees of Flathead Valley Community College, Kalispell, Montana, hereinafter referred to as "Employer" and the Flathead Valley Community College Classified Employees' Union, Local #4446, MFPE, NEA, AFT, AFL-CIO, hereinafter referred to as the "Union", and has as its purpose the promotion of harmonious relations between the Board and the Union, the establishment of an equitable procedure for the resolution of grievances, and the establishment of the terms and conditions of employment for all classified employees represented by the Union.

## **ARTICLE 2. TERM OF AGREEMENT**

### **Section A. Contract Term**

Except as provided herein, this Agreement shall be effective as of July 1, 2017, and shall remain in full force and effect through June 30, 2021. This contract shall be considered as renewed from year to year thereafter unless either party to this agreement notifies the other party, in writing, of its desire to modify or terminate this Agreement.

### **Section B. Negotiations Schedule**

Negotiations on a new contract shall commence upon mutual agreement, but no later than March 1, 2021

## **ARTICLE 3. DEFINITIONS**

The following definitions apply for purposes of interpreting this agreement.

"Administration" shall mean the President or his/her designee and other appointed administrative officers of Flathead Valley Community College who are not members of the bargaining unit.

"Board" shall mean the Board of Trustees of Flathead Valley Community College.

"College" shall mean the institution, Flathead Valley Community College.

"Employee" shall mean all permanent, fulltime and permanent, part-time employees hired into positions recognized as part of the bargaining unit.

"Interim Temporary" means a person filling a vacant Classified Union position, whether full or part time, in non-permanent status. Classified Union positions shall be filled by an Interim Temporary no longer than nine months. If after nine months the College determines a need for an employee in the Classified Union position, the position will be filled through the normal competitive selection process.

"Employer" shall mean the Board of Trustees of Flathead Valley Community College or a member of the administration acting as agents for the Board.

"Permanent, full-time employee" shall mean a person hired for an indefinite period of time, scheduled to work forty (40) hours per week.

"Permanent, part-time employee" shall mean a person hired for an indefinite period of time, scheduled to work fewer than forty (40) hours per week.

"President" shall mean the permanent or Acting President or permanent or Acting Chief Executive (Administrative) Officer of Flathead Valley Community College or his/her designee.



"Temporary employee" means an employee who:

- (a) is designated as temporary for a definite period of time not to exceed 12 months;
- (b) performs temporary duties on a temporary basis;
- (c) is not eligible for permanent status;
- (d) is terminated at the end of the employment period; and
- (e) is not eligible to become a permanent employee without a competitive selection process.

"Union" shall mean the Flathead Valley Community College Classified Employees Union.

#### **ARTICLE 4. RECOGNITION**

The Employer recognizes the Union as the sole and exclusive representative of all Employees within the bargaining unit as defined and certified by the Board of Personnel Appeals or as mutually agreed to by the parties, excluding all supervisory employees, management officials, and confidential employees as those terms are defined in Section 39-31-103, M.C.A., and further excluding all temporary employees. A list of current bargaining unit positions is hereby attached as Addendum A and by reference made a part of this Agreement.

#### **ARTICLE 5. NON-DISCRIMINATION**

Neither the Union nor the Employer shall discriminate against any member of the bargaining unit on the basis of their membership or non-membership in the Union.

The Employer and the Union affirm their joint opposition to any discriminatory practices, as defined in state or federal law, in connection with recruitment, appointment, employment, assignment, evaluation, training or promotion.

The Employer agrees that no Employee may be disciplined or discharged for reasons which are arbitrary or capricious and that no Employee may be harassed or retaliated against for any reason.

#### **ARTICLE 6. MANAGEMENT RIGHTS**

The Union recognizes the prerogative of the Employer, subject to the terms of this Agreement, to operate and manage its affairs in such areas as, but not limited to:

1. Directing Employees.
2. Hiring, promoting, transferring, assigning and retaining Employees.
3. Relieving Employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.
4. Maintaining the efficiency of the Employer's operations.
5. Determining the methods, means, job classification and personnel by which the Employer's operations are to be conducted.
6. Taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency.
7. Establishing the methods and processes by which work is to be performed. (39-31 103, M.C.A.).

All rights and prerogatives of the Employer which are not specifically limited or relinquished by the language of this agreement shall be retained by the Employer.

## **ARTICLE 7. UNION RIGHTS**

### **Section A. Information and Data**

Upon written request, the Administration agrees to furnish, within a reasonable time, to the Union one (1) copy of: (1) the annual college budget, (2) the board agenda, when available, and minutes of the board meetings, and (3) the college general policy statements. The Employer shall provide to the Union an up-to-date policy manual of any rules, regulations or policies it may have on employment-related matters. Employees and the Union shall be notified of any proposed changes in personnel items included in Board Policy through the posting of such changes by email to all employees at least three days in advance of Board meetings.

### **Section B. Union Business**

The internal business of the Union shall normally be conducted by Employees during their non-duty hours. However, a designated Union officer or their appointee shall be allowed release time to attend grievance meetings and arbitration hearings.

Three hours of paid release time per member during duty hours per academic year shall be granted for the sole purpose of discussing negotiation items. Up to three members of the Union's bargaining team may be granted up to sixteen hours each of paid release time for the purpose of labor negotiations with the College's bargaining team if such negotiations are scheduled to occur during the employee's work shift.

These paid release times shall be noted on the employee's timesheet. Recognizing the diverse work schedules (i.e., duty hours) for members, it is understood members will not be compensated for attending meetings scheduled outside their duty hours.

### **Section C. Notification**

The Employer shall provide the Union with a list of the names, addresses, job title, pay grade, rate of pay, FTE, and date of hire of all current Employees covered by this Agreement on a monthly basis.

### **Section D. Access to Personnel Files**

Union representatives shall have the right to inspect an Employee's personnel file provided specific authorization is obtained in writing from the Employee. Union representatives may obtain a copy of a document related to a formal grievance provided specific authorization is obtained in writing from the Employee.

### **Section E. Bulletin Boards**

The Union shall have the right to adequate space on bulletin boards for posting notices.

### **Section F. Union Use of Campus Mail**

The Union shall be permitted to use College mail boxes for the distribution of union communications to Employees.

### **Section G. Union Use of College Equipment**

Designated union officers shall be permitted to use computers and copying machines on the Employer's premises in order to prepare official union correspondence as long as such use occurs during employee lunch

or break periods. The Union shall reimburse the College for the actual cost of any materials and supplies incurred in connection with college equipment use.

### **Section H. Union Representative**

The Union's representative will be allowed to visit work areas during working hours provided that advance permission from the college President is received and that the visit shall not disrupt the work in progress.

### **Section I. Suspension or Discharge Notice**

The Employer agrees to provide notice to the union representative of any suspension or discharge of any member of the bargaining unit.

### **Section J. Union Use of College Facilities**

The Union shall have the right to use college meeting/classrooms at reasonable times when such facilities are not otherwise in use.

## **ARTICLE 8. EMPLOYEE RIGHTS**

### **Section A. Copy of Job Descriptions**

An Employee may request and receive a copy of their current job description.

### **Section B. Personnel Files**

An Employee may obtain a copy of any document in their personnel file. An Employee may have any relevant document placed in their personnel file.

No adverse material shall be placed in the personnel file of the Employee that does not bear either the signature or initials of the Employee indicating that they have been shown the material, or a statement by a supervisor that the Employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the Employee.

Any Employee who believes that statements in their personnel file are factually incorrect, shall have the right to seek removal or revision of the statements through the grievance procedure.

Letters of warning, letters of suspension, or written reprimands shall be considered temporary contents of the personnel file of an Employee. At the Employee's request they shall be destroyed no later than two (2) years after they have been placed in the file unless the Employee has been formally disciplined during the two (2) year period in which case the material shall be retained for two (2) years from the date of the last disciplinary action.

Material placed in the personnel file of an Employee without conformity with the provisions of this Article will not be used by the Employer in any subsequent evaluation or disciplinary proceeding involving the Employee.

### **Section C. Letter Upon Termination**

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

## **Section D. Right to Representation**

An Employee may request the presence of a union representative during an investigatory interview which the Employee reasonably believes may result in disciplinary action. It is understood that the Employee may decline to answer any specific question during such an interview.

## **Section E. Job Sharing**

A position which is currently filled by an Employee may not be made into a job-sharing position except with the agreement of the Employee and the Union.

## **ARTICLE 9. WORK STOPPAGES**

The Union and all members of the bargaining unit agree that there shall be no strikes or other concerted activities that interfere with the normal operation of the College during the term of this Agreement. There will be no lockout of employees covered by this Agreement by the Board as a consequence of any dispute arising during the term of this Agreement.

## **ARTICLE 10. PAYROLL DEDUCTIONS**

Upon written authorization from the Employee, the Employer shall administer the following payroll deductions:

Credit union, union dues, savings bonds, personal retirement and investment programs, and any tax sheltered annuity program or other program agreed upon between the Employer and the Employee.

## **ARTICLE 11. UNION SECURITY**

### **Section A. Membership**

All Employees covered by this agreement shall within thirty (30) days of the signing of this agreement, or within (30) days of employment, whichever is later, pay dues or a representation fee to the union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice of default by the Union. The Union hereby certifies that its representation fee and procedures for resolving representation fee disputes are consistent with law.

### **Section B. Dues Deduction**

The Employer agrees to accept and honor voluntary payroll deductions of wages due and owing to the Employees covered by this Agreement for union dues.

### **Section C. Employee Option Notification**

The Employer shall advise each new Employee in writing at the time of employment of the option of paying either the membership or representation fee per the provision in Section A of this Article.

### **Section D. Changes in Union Dues Rates**

Changes in union dues rates and representation fees will be certified to the Employer in writing by an authorized officer of the Union and at least thirty (30) calendar days in advance of such change.

## **Section E. Hold Harmless**

The Union will indemnify and hold the Employer harmless against any claim made and against any suit instituted against the Employer, on account of its compliance with the provisions of this Article.

## **ARTICLE 12. NEW POSITIONS OR VACANCIES**

### **Section A. New Hires, Promotions, or Transfers**

Every new hire, promotion, or transfer decision shall be based upon the needs of the College, and the qualifications, abilities, and past performance of the applicant. Only Employees covered by this Agreement shall be eligible to apply as internal applicants for new positions or vacancies within the bargaining unit. If two or more Employees are deemed to be equally qualified as determined by the Administration, then seniority shall be the deciding factor in awarding the job.

Upon receipt of an approved Employment Requisition for a new position or vacancy, the Human Resources Director or her/his designee will notify Employees of the position vacancy through e-mail. Five working days shall be given between the time the vacancy is posted and the closing date. Employee job descriptions will list the job title, department, and paygrade.

Qualified internal applicants will be considered for the position before the position is advertised outside the College. If, in the judgment of the responsible administrator and the President or his/her designee, an internal applicant meets the requirements for the position, an internal applicant will be hired for that position.

If in the judgment of the responsible administrator and the President or his/her designee, no internal applicant(s) meet(s) the requirements for the position, the position will be advertised outside the College. Unsuccessful applicants shall be notified upon completion of the selection process. Upon request, the unsuccessful applicant shall also be entitled to a written statement of the reason(s) why they were not selected for the position.

Employees may apply for position vacancies by following the application procedures as shown in the position vacancy announcement.

### **Section B. Trial Period for Employees Who Are Promoted or Transferred**

Any Employee who is promoted or transferred will be required to serve a new trial period of two (2) months in the new position. An Employee who is unable to satisfactorily perform the job during the trial period shall be entitled to the right to return to their previously held position. Employees who are returned to their former position shall have priority in that position over any other promoted or transferred Employee or new hire.

## **ARTICLE 13. PROBATIONARY PERIOD**

All new Employees hired into permanent positions are on a probationary basis for the first six (6) months, exclusive of summer recess if applicable, during which time the College determines whether or not the Employee is performing satisfactorily and the Employee determines whether or not they are satisfied with the position. Probationary Employees shall be provided a written evaluation sometime during the third or fourth month of the probationary period. Upon mutual agreement the Employee and the direct supervisor may request a three-month extension of the probationary period. Such requests shall be made to the Human Resources Director or her/his designee and submitted to the President for approval or disapproval.

A probationary Employee may be discharged at any time during the probationary period for job-related reasons without progressive discipline or just cause. Probationary Employees may not grieve their termination.

## **ARTICLE 14. DISCIPLINE AND DISCHARGE**

### **Section A. Corrective Discipline**

No permanent Employee may be disciplined or discharged except for just cause. An Employee subject to disciplinary action shall be informed, upon request, in writing of the reason(s) for the disciplinary action and shall be provided with an opportunity to respond within 10 working days in writing to the proposed action prior to its implementation. Corrective discipline by the College, as a method of dealing with unsatisfactory performance or misconduct of Employees, is designed to provide the Employee with an opportunity to become aware of and correct the misconduct or unsatisfactory performance and restore the Employee as a productive member of the work force. It is not necessary that the types of corrective discipline be applied sequentially (i.e., verbal warning, documented warning, suspension, and discharge). Guidelines contained in the Board of Trustees' Policy Manual--Personnel Section shall be used in determining the most appropriate type of corrective discipline for any given infraction. It is understood and agreed that these guidelines are not all inclusive and shall be reasonable and fairly applied.

### **Section B. Notification of Corrective Discipline**

Any supervisor who takes corrective disciplinary action toward an Employee under their authority shall furnish a copy of said action to the Human Resources Director or her/his designee and the President or his/her designee within three working days.

## **ARTICLE 15. PERFORMANCE EVALUATIONS**

### **Section A. Probationary Period**

Before the end of any probationary period, the supervisor shall prepare a written evaluation of the Employee's performance.

The performance evaluation shall be reviewed with the Employee, signed by the supervisor and Employee and forwarded to the Human Resources Director or her/his designee.

### **Section B. Annual Employee Performance Evaluation**

Each permanent, full-time and permanent, part-time Employee's job performance shall be reviewed annually and a written performance rating prepared during the month of May.

The written performance evaluation shall be reviewed and signed by the Employee and the supervisor before it is sent to the Human Resources Director or her/his designee. A copy will be provided to the Employee.

An Employee desiring to challenge a performance evaluation rating may, at the time the Employee signs the copy, indicate that the Employee desires to submit a written response which must be submitted within fourteen (14) days to the supervisor. The written response shall be forwarded with the performance evaluation to the Human Resources Director or her/his designee and a copy placed in the Employee's personnel file.

Any Employee who believes that statements in their performance evaluation are factually incorrect shall have the right to seek removal or revision of these statements through the grievance procedure. Performance ratings shall not be grievable.

## **ARTICLE 16. CLASSIFICATION REVIEW**

### **Section A. Responsibilities of the College**

The College will maintain a position classification system and conduct such studies as deemed appropriate to reevaluate positions. When the duties and responsibilities of a position change as a result of growth, reorganization, or other factors, the College will perform job reevaluations and reclassifications as deemed necessary.

### **Section B. Conditions for an Employee Requesting a Position Reevaluation**

Requests for a position reevaluation may be initiated by:

1. An individual Employee who has been in that position for at least twelve (12) months; provided, however, that the position has not been reevaluated within the last twenty-four (24) months.
2. A group of Employees with the same or similar job titles; provided, however, that job title has not been re-evaluated or reclassified within the past twenty-four (24) months.
3. An Employee in a position which has been reevaluated in the last twenty-four (24) months but who has reason to believe that the assigned duties are significantly different than those specified in their position description. In the event the Employee can demonstrate that their job duties are significantly different than those specified in their position description, the Employee may submit a request for a special reevaluation to the Human Resources Director or her/his designee, who may waive any time limitation. The Employee's request shall be in writing, using the form provided by HR, and shall be accompanied by a detailed list of duties and responsibilities. Any refusal to waive the time limits provided in this section may be appealed through the grievance procedure. For the purposes of position re-evaluation, a current job description should first be obtained from HR.

### **Section C. Procedures and Timeliness for Position Reevaluations**

A request for a position reevaluation shall be submitted to the Human Resources Director or her/his designee on the designated form.

Requests by an individual or by members of a group shall be forwarded to the Human Resources Office with a copy sent to the Employee's(s') immediate supervisor(s) and to the Union. The Human Resources Director or her/his designee shall forward the request along with findings and recommendations to the Executive Team for review and determination. Requests will be evaluated in November and May of each year. Applications received after November 1 will not be considered until the May meeting, and applications received after May 1 will not be considered until the November meeting.

Each affected Employee and Union shall be furnished a copy of the decision within thirty (30) calendar days of the date of the Executive Staff determination meeting. The decision may include, but is not limited to the following:

1. Reclassification to a higher or a lower job classification
2. No change in job classification
3. Salary increase, or
4. No salary increase. The decision shall not result in a salary decrease. No Employee shall suffer any retaliation as a result of the filing of a request. Should the Union be dissatisfied with the Executive Staff's reclassification decision, the appeal may be submitted through the grievance process.

An Employee whose position is reclassified shall be paid retroactively thirty (30) days prior to the date (Nov 1 or May 1) of application for a review, or the date that the duties were assumed, whichever is later, to a maximum of 90 days retroactive reimbursement. The same timelines shall apply to position upgrades initiated by the College.

## **ARTICLE 17. SENIORITY AND LAYOFF**

### **Section A. Seniority**

Seniority means the length of continuous service in a bargaining unit position since the last date of hire. For the purposes of this Agreement, the last date of hire for each Employee is listed in Addendum B of this Agreement.

Seniority shall continue to accrue during all layoffs and approved leaves of absence not exceeding one (1) year.

### **Section B. 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 employment.

### **Section C. Unscheduled Layoff/Involuntary Transfer**

The Employer may lay off Employees because of reduction of force due to lack of funds, work, or for other compelling reasons.

When the Employer determines that a layoff or involuntary transfer(s) is (are) necessary, such layoff or transfer(s) shall be based upon the needs of the College, and the seniority, and the qualifications of the Employees. An Employee transferred to a lower pay range shall be placed at the Employee's current rate of pay. Under the broadband system, there is no maximum pay level in any range.

Any permanent Employee subject to layoff or a permanent reduction in work hours shall be given thirty (30) calendar days advance notice of the action. In cases where the College can show financial exigency, the College will provide as much notice as possible. Any unscheduled layoff shall have prior approval of the Human Resources Director or her/his designee and the President or his/her designee.

Senior Employees subject to layoff may elect to bump temporary or probationary employees if they meet the minimum qualifications required for the position, or the least senior Employee at the same pay range if that Employee holds a position for which the Employee subject to layoff is qualified, or the least senior Employee in each lower pay range who holds a position for which the Employee subject to layoff is qualified if there is no position in the same pay range for which the Employee qualifies. Employees who elect to bump to a lower pay range shall continue to be paid at their current rate of pay for six (6) working months after the change in pay range placement. Thereafter, the Employee will be paid at a lower rate calculated at 2.5% per pay range of demotion.

The applications of Employees with permanent status who are on layoff and are qualified to fill a vacancy or newly-created position will be given preference over other applications from outside the bargaining unit.

Employees on layoff status shall be recalled to their previously held position if it becomes available within one (1) year from the date of layoff. In recalling Employees, the Employer shall send a certified, return receipt letter to the last known address of the Employee with a copy to the Union. The letter shall state that failure to notify the Employer within fifteen (15) working days of their intent to return to work shall constitute forfeiture of all recall rights.



## **Section D. Holiday Layoff**

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

## **ARTICLE 18. WORKING CONDITIONS**

### **Section A. Work Day/Work Week**

A regular work day shall consist of eight (8) consecutive hours of work, including two (2) fifteen (15) minute duty-free rest breaks. Employees, except those assigned to work a swing shift, shall also be granted an unpaid, duty-free meal break. For swing shift Employees to receive a thirty (30) minute paid meal break, the Employees must remain on the College premises. If they choose to leave the campus, they can still take a 30 minute meal break, but without pay. Additional unpaid leave may be granted during the work shift with the approval of the Employee's administrative-level supervisor.

A regular work week shall consist of five (5) regular work days, Monday through Friday inclusive, totaling forty (40) hours. Should week-end work be necessary, the Employer agrees to assign qualified volunteers. If no Employee volunteers for week-end work, the Employer shall assign the least senior qualified Employee(s) to perform the work.

### **Section B. Alternate Work Hours**

By mutual agreement between the Employee and the Employer, alternate work hours or work weeks may be established as long as no Employee is regularly scheduled to work more than forty (40) hours per week.

An Employee working an alternate schedule shall not have their schedule changed without receiving three (3) working days' notice, except in emergency circumstances.

### **Section C. Job Description**

No Employee shall be required to regularly perform duties not specified in their job description except during emergencies.

### **Section D. Governmental Programs**

No bargaining unit position may be filled by an employee funded by work-study, work-fare, the J.T.P.A. or any similar governmental program without the concurrence of the Union.

### **Section E. Release Time for Meetings**

Whenever Employees are scheduled by the Employer to participate during working hours in conferences or meetings, they shall be granted the necessary release time.

## **ARTICLE 19. OVERTIME AND COMPENSATORY TIME**

### **Section A. Overtime**

The acceptance of work in excess of forty (40) hours in a work week shall be at the Employee's option unless the Employee is provided with a minimum of twenty-four (24) hours prior notice that overtime work is needed.

Employees shall receive overtime pay at a rate of 1½ times their regular rate of pay for time worked over forty (40) hours per week. During the term of this contract, non-floating holidays, sick leave and emergency closure days shall count as days worked for the purposes of calculating overtime.

With prior approval from their immediate administrative-level supervisor, Employees may receive compensatory time off at a rate of 1½ times each additional hour worked over forty (40) hours per week in lieu of overtime pay.

### **Section B. Compensatory Time**

Compensatory time may be accumulated up to a maximum of 240 hours (160 hours of overtime) and shall be cashed out, upon termination or transfer from the bargaining unit at the Employee's average regular rate of pay for the final three years of employment or the final regular rate received by the Employee, whichever is higher.

Compensatory time may be taken at a time agreeable to both the Employee and the Employer.

## **ARTICLE 20. COMPENSATION**

### **Section A. General Pay Provisions**

Employees covered by this Agreement shall be paid in accordance with the Pay Matrix in Addendum C and negotiated agreement. Employees shall be paid twice each month and shall have electronic access to their pay information.

### **Section B. Anniversary Date**

Hire anniversary dates shall be recorded and maintained for the purpose of determining seniority, years of service, and for vacation and sick leave accruals. July 1<sup>st</sup> shall be the annual anniversary date of all employees for the purpose of negotiated pay increases. Probationary employees who are employed when a negotiated pay increase goes into effect will receive the increase in the pay period following successful completion of their probationary period. Employees hired after the negotiated pay increase date will not be eligible for a probationary increase.

### **Section C. Schedule Placement for New Hires**

The College shall place new Employees on the pay schedule depending upon previous work-related experience. New employees shall be placed at a pay level 2.5% less than current employees in the same range with similar years of relevant experience.

### **Section D. Callout Pay**

Employees who are called out to work and report outside the regular shift shall be paid or receive compensatory time for a minimum of two (2) hours at a rate of 1.5 times their regular rate of pay for all time worked.

### **Section E. Shift Differential – Premium Pay**

Employees who work four (4) or more hours beyond 5:00 p.m. during their regular shift shall receive a 30-

cent per hour pay differential for all hours worked in the shift.

Employees who qualify for the shift differential during their regular shift on weekdays shall receive the “premium pay” differential for all hours worked on Saturday or Sunday of the same week.

Non-physical plant classified employees who have their supervisor’s authorization to work until 7:00 p.m. or later, shall receive a thirty-cent per hour “premium pay” differential for all hours worked in the shift.

### **Section F. Pay in Event of Promotion**

Any Employee promoted to a higher pay range position shall be compensated in accordance with the following guidelines:

1. The anniversary date shall not be reset on promotion.
2. Employees who are promoted to a higher pay ranged position shall receive 2.5% pay increase per range of promotion

### **Section G. Pay in Event of Injury**

Any Employee injured on the job shall receive full wages at their regular rate of pay for the day on which the injury occurred. If the waiting period required by law is met and the Employee therefore becomes eligible for workers compensation benefits retroactive to the time of injury, the total compensation shall become the responsibility of the workers compensation insurance company

### **Section H. Temporary Promotion Pay**

Any Employee approved by the President to perform the job duties of a higher pay range position shall receive a temporary promotion with an increase in pay equal to the pay provided at the higher pay range position, calculated at 2.5% increase per range of temporary promotion.

Any Employee who receives a temporary stipend for additional duties shall receive that stipend in addition to the monthly pay as long as those duties remain assigned.

### **Section I. Gender Discrimination Forbidden**

There shall be no gender discrimination in paying for work in all categories of employment.

### **Section J. Bonus for Bachelor’s Degree**

Employees who earn a bachelor’s degree after completion of at least one full year of employment as members of this FVCC bargaining unit, shall receive a one-time bonus of three percent of the annual pay rate which was in effect at the time the degree was awarded as shown on their official transcript submitted to the Human Resources Office.

## **ARTICLE 21. FRINGE BENEFITS**

### **Section A. Group Health Insurance**

The College shall provide eligible Employees with group insurance in accordance with the provisions of the Montana University System group insurance plan and applicable state law.

## **Section B. Unemployment Insurance**

The College agrees that all Employees covered under this Agreement shall be covered by unemployment insurance as provided by Mont Code Ann. § 39-51.

## **Section C. Workers Compensation Insurance**

The College agrees that all Employees covered under this Agreement shall be covered by workers compensation insurance as provided by M.C.A. §39-71.

## **Section D. Retirement System**

Employees shall participate in the Public Employees Retirement System in accordance with Section 19-3-101 through 19-3-1404, M.C.A. Employees who have questions concerning the retirement system should write or call:

Montana Public Employees Retirement Administration  
Mailing Address: P.O. Box 200131  
Helena, MT 59620-0131  
Office Address: 100 North Park Avenue, Suite 200  
Helena, MT 59620-0131  
Phone: 406-444-3154 or 1-877-275-7372  
Email: [mpera@mt.gov](mailto:mpera@mt.gov)

Beginning in contract year FY 2006, FVCC sponsors an employer-matched 403(b) retirement savings plan for all Classified employees. Participation in this plan is voluntary and the employer match percentage will be negotiable each year as part of the compensation package.

## **Section E. Life Insurance**

The College shall provide eligible bargaining unit members with group life insurance in accordance with the provisions of the Montana University System group insurance plan and applicable state law.

## **Section F. Tuition Waiver**

Employees may enroll in credit courses at the College tuition-free, provided such classes do not conflict with the Employee's work responsibilities.

Any Employee covered by this Agreement and two of their dependents (spouse, children and others if defined as dependents by IRS regulations) may enroll in regular classes at the College tuition-free. Only the lab fees shall be paid by the Employee.

Any Employee covered by this Agreement and two of their dependents may also enroll tuition-free in designated Continuing Education classes or workshops. Designated classes or workshops are those which the Continuing Education Center has determined can remain self-supporting with tuition-free students participating. The service charge and any lab fees will not be waived.

In any case, no more than two dependents, as defined in this section, may enroll, tuition free, in any regular or Continuing Education classes at the same time.

An Employee may be granted release time to take classes, conferences, or workshops during their working hours provided these activities are directly related to the Employee's work assignment. This determination

shall be made by the Employee's direct supervisor, appropriate administrator, and the Human Resources Director or her/his designee.

## **ARTICLE 22. HOLIDAYS**

### **Section A. List of Holidays**

For pay purposes the following shall be recognized as holidays:

- A. New Year's Day -- January 1
- B. Martin Luther King Day – Third Monday in January
- C. President's Day observed -- Third Monday in February
- D. Memorial Day observed -- Last Monday in May
- E. Independence Day -- July 4
- F. Labor Day -- First Monday in September
- G. Thanksgiving Day -- Fourth Thursday in November and the Friday after Thanksgiving
- H. Christmas Day -- December 25
- I. If Christmas day or New Year's day fall on a Saturday or Sunday, then Friday and Monday are off; Monday or Tuesday, then Monday and Tuesday are off; Wednesday, then Wednesday, Thursday and Friday are off; or Thursday or Friday, then Thursday and Friday are off. In the case when December 24<sup>th</sup> falls on a work day, the President will grant an exchange holiday as appropriate.
- J. Floating – Three floating holidays shall be granted each year and shall be considered as an exchange for, Columbus Day, Veteran's Day and the State General Election Day Holiday which were formerly observed by Employees on specified days. Although the Montana State General Election Day occurs only on even-numbered years, the FVCC holiday which was traded through bargaining for the Montana State General Election Day Holiday shall be granted each and every year. If not used within the fiscal year they were earned, these floating holidays shall be lost. FVCC has agreed that these floating holidays will be floated to be used between Christmas Day and New Year's Day to allow employees to enjoy an extended holiday schedule. In some years to accommodate scheduling needs for the College, Martin Luther King Day will be exchanged for a Monday or a Friday during Spring Break, to be known as "College Day" Anyone wishing to make different arrangements must get approval from their supervisor and the HR Department prior to the holiday.

### **Section B. Holiday Pay**

The holidays listed above shall be granted at the regular rate of pay to all eligible full-time Employees except as provided for in this section. Eligible part-time Employees shall receive pay or accrual for the holiday on a pro-rata basis. To be eligible for holiday pay, an Employee must be in pay status on their last scheduled working day immediately before the holiday and their first scheduled working day immediately after the holiday except for those conditions specified in Section E. of this article.

If an Employee fails to work either their last scheduled working day immediately before the holiday and their first scheduled working day immediately after the holiday, without prior permission of their Employer or their representative, the Employee shall forfeit the holiday pay unless the absence is later excused by their supervisor.

When a full-time Employee is authorized by the Employer to work on a holiday listed above, they will be paid

at a rate of one and a half times the regular rate for all hours worked on the holiday in addition to payment for 8 hours of work at the regular rate of pay or, at the Employee's option, will be paid at a rate of one and one half the regular rate of pay for all hours worked on the holiday and an alternate day off, to be taken at a time mutually agreeable to the Employee and the Employer. Eligible part-time Employees shall receive benefits granted in this section on a pro-rata basis.

### **Section C. Additional Day Off**

Any eligible full-time Employee who is scheduled for a day off on an observed holiday shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same period, or as scheduled by the Employee and her/his supervisor, whichever allows a day off in addition to the Employee's regularly scheduled days off. Eligible part-time Employees shall receive benefits granted in this section on a pro-rata basis.

### **Section D. Holiday Layoff**

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

### **Section E. Holiday Pay Following Termination**

An Employee who elects to take leave in lieu of a lump sum payment for unused, accrued, vacation at the time of termination of employment shall receive an extra day's pay for each holiday that falls during the leave time taken.

## **ARTICLE 23. ANNUAL VACATION LEAVE**

### **Section A. 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 six (6) calendar months.
2. Seasonal Employees shall earn vacation credits. However, such persons must be employed six (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 six (6) months may count as earned leave credits for the immediate term of temporary employment. (2-18-611, M.C.A.)

**Section B. Rate Earned for Permanent, Full-Time Employees**

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 the College whether the employment is continuous or not:

Years of employment	Working days credit per year
1 <sup>st</sup> year through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years	24

2. For the purpose of determining years of employment under this section, an Employee eligible to earn vacation credits under 2-18-611, M.C.A. must be credited with one (1) year of employment for each period of:
- a. 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
  - b. twelve (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 one (1) year of service if he is employed for an entire academic year. (2-18-612, M.C.A.)

**Section C. Rate Earned for Permanent, Part-Time Employees**

Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule:

Years of employment	Working days credit
1 <sup>st</sup> year through 10 years	.058 times number of hours worked
10 years through 15 years	.069 times number of hours worked
15 years through 20 years	.081 times number of hours worked
20 years on	.092 times number of hours worked

## **Section D. Cash Payment for Unused Vacation**

1. 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 forfeited if not taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.
2. An Employee who terminates his employment 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 set forth in (2-18-611) (2-18-617, M.C.A.).

## **Section E. Accrual Reporting**

Vacation leave accruals shall be recorded taken and reported in increments of no less than fifteen minutes.

## **Section F. Time Vacation Taken**

It is understood and agreed that eligible Employees may take at least two (2) consecutive weeks of annual leave per year. The dates when Employee's vacation leave shall be granted shall be determined by agreement between each Employee and the Employer with regard to the best interest of the Employer as well as the best interest of each Employee.

## **Section G. Holidays Not To Be Charged To Vacation Leave Or Sick Leave**

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

## **Section H. Extension of Leave Without Pay**

Leave of absence without pay may be used to extend regular vacation, with prior approval of the supervisor and appropriate administrator.

## **Section I. Circumvention Prohibited**

The Employer may not terminate or separate an Employee from employment or engage in any other act for purposes of circumventing the Employee's rights with regard to vacation leave. (2-18-621, M.C.A.)



## **Section J. Special Circumstances Regarding Shift Work**

1. Employees, whose rate of pay is adjusted upward for temporary, rotational periods of time that they are required to work other than the normal work hours, are paid for vacation leave at straight-time rate (exclusive of shift differential).
2. Employees who are permanently assigned to shift work other than normal working hours are compensated for vacation leave, sick leave and holidays at normal straight-time including the shift differential.

## **ARTICLE 24. SICK LEAVE AND DEFINITION**

### **Section A. Sick Leave Usage**

In accordance with M.C.A. §2-18-601 (15), an employee may use sick leave accruals for:

- (a) a sickness suffered by an employee or a member of the employee's immediate family; or
- (b) the time that an employee is unable to perform job duties because of:
  - (i) a physical or mental illness, injury, or disability;
  - (ii) maternity or pregnancy-related disability or treatment, including prenatal care, birth, or medical care for the employee or the employee's child;
  - (iii) parental leave for a permanent employee as provided in [2-18-606](#);
  - (iv) quarantine resulting from exposure to a contagious disease;
  - (v) examination or treatment by a licensed health care provider;
  - (vi) short-term attendance, in an agency's discretion, to care for a relative or household member not covered by subsection (15)(a) until other care can reasonably be obtained;
  - (vii) necessary care for a spouse, child, or parent with a serious health condition, as defined in the Family and Medical Leave Act of 1993; or
  - (viii) death or funeral attendance of an immediate family member or, at the College's discretion, another person.

Employee's immediate family shall consist of spouse or life partner, parents, grandparents, brothers, sisters, children, Employee dependents, and the same relatives of the Employee's spouse or life partner in like degree.

Advancing sick leave credits after an Employee's earned sick leave credits have been expended is expressly prohibited.

### **Section B. Sick Leave Accrual**

Each permanent, full-time Employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2080 hours (52 weeks times 40 hours) shall equal one year. Sick leave credits shall be credited at the end of each pay period.

Proportionate sick leave credits shall be earned at the rate of 12 working days for each year of service without restriction as to the number of working days which may be accumulated. Employees are not entitled to be paid for sick leave until they have been continuously employed 90 days.

Permanent, part-time Employees are entitled to prorated sick leave benefits if they have worked the qualifying period. For calculating sick leave credits, 2,080 hours (52 weeks times 40 hours) shall equal one year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Sick leave credits shall be earned at the rate of .046 times the number of hours worked without restriction as to the number of working days which may be accumulated. Employees are not entitled to be paid sick leave until they have

been continuously employed 90 days.

An Employee may not accrue sick leave credits while in a leave without pay status.

Full-time temporary and seasonal Employees are entitled to sick leave benefits provided they have worked the qualifying period.

### **Section C. Payment for Unused Sick Leave Upon Termination**

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 the Employee's accumulated sick leave. The pay attributed to accumulated sick leave shall be computed on the basis of the Employee's 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.

### **Section D. Abuse of Sick Leave**

Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payment to which the Employee would otherwise be entitled upon termination.

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.

The Employer must be able to substantiate any charges of sick leave abuse that results in an Employee's dismissal and forfeiture of the lump sum payment.

### **Section E. Report of Sick Leave Usage**

Any illness, medical appointment or emergency which will necessitate use of sick leave shall be reported utilizing the designated method by the Employee to the Employer as soon as possible, and it shall be the responsibility of the Employee to assure proper reporting of the use of sick leave for record keeping purposes. The method of reporting sick leave usage shall be determined by the Employer and made known to staff.

If possible, Employees shall notify their immediate supervisor in advance of a work shift if they are ill or have a medical appointment or emergency which will necessitate the use of sick leave. An Employee need not call in each day after the initial notification if they can provide a reasonable estimate of the expected length of the absence.

Sick leave in excess of earned sick leave accruals may be charged to earned and available vacation leave or leave without pay at the Employee's option. Leave without pay must obtain prior approval from the President. Sick leave accruals shall be taken and reported in increments of no less than fifteen minutes. Any holiday that falls 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.

### **Section 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 the supervisor has sufficient reason to suspect abuse. Notice of this requirement must be made known to the Employee at the time the Employee reports the illness or at the time the illness is made known to the supervisor. Absent evidence of abuse, the College shall not require the submission of a physician's statement unless the Employee has been absent from work in excess of five (5) continuous working days.

If an Employee becomes ill while on vacation leave, they may charge the period of illness to sick leave rather than vacation leave by providing a physician's statement, if required.

If the College has sufficient reason to believe that an Employee may be unable to perform their job duties following an injury or illness, it may require a physician's release before the Employee is allowed to return to work.

### **Section G. Sick Leave Bank for Catastrophic Events**

An Employee may donate a yearly maximum of 40 hours of their accrued sick leave credits to another member of the bargaining unit or to an employee who is a member of the administrative, exempt, professional group. They may also donate to an employee who is a member of the full-time faculty bargaining unit if and when the full-time faculty has a sick leave bank benefit included in its collective bargaining agreement.

An Employee may receive a yearly maximum of 240 hours of donated sick leave credits from the eligible employees shown in the preceding paragraph. The Employee donating must maintain a minimum balance of 40 hours of sick leave, which they cannot donate. The donated credits are for use in the event that the recipient has used all of their own sick leave credits and annual leave credits.

Sick leave bank credits may be used for the illness or injury of the Employee, their spouse or life partner, children, or other dependents as allowed by the Internal Revenue Service.

Sick leave credit donations shall be made in no less than four-hour increments; shall be donated within 20 working days after the recipient has exhausted their leave credits; and shall be used in the order in which they were donated. Any unused sick leave credits shall be returned to the donor(s) within ten working days after the recipient first returns to work. Donated sick leave credits may be used by the recipient on a retroactive basis, beginning the day after their annual and sick leave credits are exhausted.

A standing review committee shall be created and shall consist of three members of the Administration appointed by the college President and three members of the Classified Employees Union appointed by the FVCCCEU President. At least four of the six committee members must be present at any committee meeting in order for a decision to be made regarding the union member's request for sick leave credit donations. At this time the Committee shall determine whether the situation in question may appropriately be considered as catastrophic. It shall be the responsibility of the college President or the FVCCCEU President, as appropriate, to appoint a substitute to perform committee duties when committee members are unable to do so.

Employees wishing to request sick leave credit donations and Employees wishing to donate sick leave credits may obtain forms for each purpose from the Human Resources Director who will then notify the committee members of the need to meet.

### **Section H. Bereavement Leave**

Five (5) days of paid bereavement leave (not to be charged to any other paid leave category) at Employee's regular rate of pay will be granted to an Employee for the death of an immediate family member or grandchild. Immediate family member is defined in Section A of this Article. Additional leave may be granted on a case-by-case basis with the support of the Employee's supervisor and the approval of the President. Additional leave information can be found in Article 25, Section F.

## **ARTICLE 25. LEAVES OF ABSENCE**

### **Section A. Maternity/Paternity Leave**

No Employee may be terminated because of pregnancy or other essential parenting responsibilities nor may they be required to take a mandatory maternity leave for an unreasonable length of time. In addition to accrued sick leave and vacation, a reasonable leave of absence without pay will be granted to any Employee

not able to perform employment duties due to pregnancy, post-pregnancy complications, or other essential parenting responsibilities. The period of the leave of absence shall be agreed upon by the Employer and the Employee, but the maximum leave shall generally not exceed six months unless extended at the discretion of the Employer, the total not to exceed one calendar year.

Prior to the granting of the maternity/paternity leave, the Employer may require a certification of the need therefore. The Employee must notify the Employer two weeks in advance of returning to work if a replacement has been hired and upon return shall be employed at the same or a similar position held prior to maternity/paternity leave with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits.

Maternity leave shall be granted in accordance with 49-2-310 and 311, M.C.A.

## **Section B. Jury Duty or Subpoena**

Any Employee summoned as a juror or subpoenaed as a witness may elect to take annual leave and retain all fees and allowances payable as a result of this service, or not to take annual leave and forward such fees and allowances to the Business Office to be applied against wages due for the period of service.

## **Section C. Military Training Leave**

Paid military leave for public employees. (1) An employee of the state or of any political subdivision, as defined in 2-9-101, who is a member of the national guard of Montana or any other 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 at least 6 months must be given leave of absence with pay accruing at a rate of 120 hours in a calendar year, or academic year if applicable, for performing military service. (2) Military leave may not be charged against the employee's annual vacation time. (3) Unused military leave must be carried over to the next calendar year, or academic year if applicable, but may not exceed a total of 240 hours in any calendar or academic year.

## **Section D. Discretionary Leave**

Any Employee desiring any type of leave of absence without pay shall secure approval from their supervisor. Approval of any leave without pay for more than five (5) days shall be obtained in writing from the supervisor, the appropriate administrator, and the President. The maximum leave of absence shall not exceed one (1) year.

## **Section E. Public Service Leave**

Employees shall be granted public service leave in accordance with M.C.A. §39-2-104. Mandatory leave of absence for employees holding public office. (1) Employers of employees elected or appointed to a public office in the city, county, or state shall grant the 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) An employee granted a leave of absence shall make arrangements to return to work within 10 days following the completion of the service for which the leave was granted unless the employee is unable to do so because of illness or disabling injury certified to by a licensed physician.

(3) Unemployment benefits paid to a person by application of this section may not be charged against an employer under the unemployment insurance law.

## **Section F. Extended Leave for Illness or Disability**

A qualifying employee is afforded leave of up to 12 weeks according to the provisions of the Family Medical Act. This leave may be in either a paid or unpaid status. The Employee shall retain all rights to their previously held position according to the provisions of the FMLA.

A leave of absence without pay shall be granted to Employees with extended illness or disability who have proper medical certification which is acceptable to the Employer. A leave of absence may be extended if approved by the College President. If extended leave is granted by the President, after the 12 weeks of FMLA, the employee will be responsible for full payment of insurance premiums. The Employee must be able to show the Employer, by way of a physician's certificate, that they are able to fully perform all essential duties and responsibilities of the position before returning to work

Disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery there from, 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.

## **Section G. College Closure**

During the non-holiday days which fall between Christmas Day and New Year's Day, Employees may use paid or unpaid leave in accordance with other sections of this contract.

## **ARTICLE 26. TRAVEL**

Employees are eligible for reimbursement of approved travel expenses in accordance with current Board policy. Any improvements in policy will automatically be applied to Employees. An Employee will have the right to decline travel in the event the supervisor schedules the Employee to travel during a time not considered part of their regular work schedule and therefore not paid. Supervisors are encouraged to consult the FLSA travel guidelines which Human Resources has provided them as their signature is required on the employee's travel form if they have approved the request.

## **ARTICLE 27. PROHIBITED ACTIVITIES**

No Employee may undertake outside employment or activities which would result in a conflict of interest with their assigned college duties.

An Employee may not assist any person for a fee or other compensation in obtaining a contract, claim, license, or other economic benefit from the College.

An Employee may not perform an official act for the College which directly and substantially benefits a business or the undertaking in which they either have a substantial financial interest or is engaged as counsel, consultant, representative, agent, director, or officer.

Employees of the College shall not accept any favor or gratuity from any person, firm, or corporation which is engaged in or attempting to do business transactions with the College which might affect the Employee's judgment in the impartial performance of their duties.

## **ARTICLE 28. ACTIVITIES REQUIRING DISCLOSURE**

Any Employee who recommends or approves a purchase or service and who has any financial interest in the firm or with the persons involved in the purchase or service shall make this fact known to the Human Resources Director or her/his designee prior to the recommendation or approval of the transaction or service. Any Employee who recommends or approves a personnel action and who has a financial interest, business association, or familial relationship with the person who is the subject of the action shall make this fact known

to the Human Resources Director or her/his designee prior to the recommendation or approval.

## **ARTICLE 29. GRIEVANCE AND ARBITRATION**

### **Section A. Definition**

A grievance shall be defined as a complaint by an Employee, a group of Employees, or the Union that there has been a violation or misinterpretation of a specific term of this Agreement or that an established procedure or written policy has been applied unfairly or inequitably.

### **Section B. Informal Process**

No matter shall be submitted under the grievance procedure unless it has first been discussed by the Employee with the Employee's immediate supervisor in an attempt to resolve the matter informally. If the grievance is not resolved, the grievant may request that an in-house committee hear the concern. The College will, within ten (10) working days of the receipt of said request, provide names of three employees who will represent their side of the Committee; the Union will also provide the names of three employees within that time frame. Anyone who has taken a major role in the grievance thus far will not be chosen for the Committee. After the names have been exchanged, the Committee shall have 10 working days to hold a hearing and receive testimony from both sides. Upon completion of the hearing, the Committee shall meet and attempt to reach consensus on a resolution to recommend to the President. If a consensus is not reached, the grievance may be advanced to the formal process.

### **Section C. Rules of Grievance Processing**

1. Time limits at any stage of the grievance procedure may be extended by mutual agreement of the parties at that step.
2. A grievance shall include the following information:
  - a. A complete statement of the grievance and the facts upon which it is based.
  - b. The rights claimed to have been violated and the remedy requested.
3. The Union shall have the exclusive right to represent any Employee filing a grievance under this provision. By mutual agreement, the parties may conduct a closed conference with the grievant, the Union representative, and the administrator who supervises the grievant's supervisor in an attempt to resolve the grievance. At least one (1) Union representative may be present at any meeting relating to a grievance at which the grievant is in attendance.
4. No reprisals of any kind will be taken by the Employer against any Employee because of participation in this grievance procedure.
5. Both the Union and the Employer will cooperate in the investigation of any grievance and will, upon request, furnish each other with information that is relevant to the processing of any grievance.

### **Section D. Formal Process**

Step 1.

Any grievance may be submitted within thirty (30) working days following the act or condition complained, or within thirty (30) working days after the Employee became aware of the act or condition, whichever is longer. The grievance shall be submitted to the administrator who supervises the Employee's supervisor unless the parties agree to submit the grievance directly to the College President. The aforementioned

administrator shall have five (5) working days to respond to the grievance in writing.

Step 2.

If the grievant is not satisfied with this response, the grievance may be submitted to the College President within five (5) working days. The President shall have ten (10) working days to respond to the grievance in writing.

Step 3.

If the grievant is not satisfied with this response, the grievance may be submitted to final and binding arbitration within fifteen (15) working days from receipt of the President's response.

### **Section E. Rules of Arbitration**

Within ten (10) working days of receipt of the Union's notice of its intent to arbitrate a grievance, the parties shall call upon the Montana Board of Personnel Appeals, unless both parties agree to use a list provided by the American Arbitration Association or the Federal Mediation and Conciliation Service, for a list of potential arbitrators.

Upon request, each party shall be entitled to strike names from the list in alternate order and the name so remaining shall be the arbitrator. A coin toss shall determine which party will strike the first name.

The parties agree to provide each other with a copy of any documentary evidence they intend to introduce at the arbitration hearing.

The arbitrator shall render a decision within thirty (30) working days of the hearing and that decision shall be final and binding. By mutual agreement, the parties may request a bench decision from the arbitrator.

Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceeding of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the cost. The arbitrator shall not add to, subtract from, or modify the terms of this Agreement.

The arbitrator shall decide all substantive and procedural arbitrability issues.

### **Section F. Award of Arbitrator**

The award of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the award. If a motion to vacate the arbitrator's award is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to the adverse party's court costs, legal fees, and other related expenses incurred as a result of defending such action.

## **ARTICLE 30. SAFETY**

The Employer shall provide a place of employment which does not endanger the health or safety of Employees in accordance with state law. Employees shall notify the Employer of any safety or health hazards observed incident to employment. The Employer shall investigate the matter and the parties shall cooperate in initiating appropriate remedial action.

The Employer agrees to provide any uniform or protective device required while working.

## **ARTICLE 31. WAIVER**

Failure of either party to require performance by the other party of any promise, condition, or covenant herein

shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any promise, condition, or covenant hereof be taken or held to be a waiver of the promise, condition, or covenant.

### **ARTICLE 32. ENTIRE AGREEMENT**

All matters on which the parties have reached agreement are set forth in this Agreement. During its term, this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement, after completion of appropriate ratification procedures by both parties.

During the duration of the Agreement, the provisions hereof shall supersede any previous or future regulations, practices, rules, policies, Board minutes, or handbook provisions which may be in conflict with the express terms hereof.

### **ARTICLE 33. SEVERABILITY**

In the event that any provisions of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect. Either party may initiate negotiations on the provision declared invalid.



**APPENDIX A**

Grievance Report Form

Aggrieved Person \_\_\_\_\_

Date Filed \_\_\_\_\_

Subject Area \_\_\_\_\_

1. Date Grievance Occurred: \_\_\_\_\_

2. Statement of Grievance:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Contract Section Allegedly Violated, Misinterpreted, or Misapplied:  
\_\_\_\_\_

4. Action Requested or Relief Sought:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

STEP I

1. Decision of Vice-President:

---

---

---

---

---

\_\_\_\_\_  
Signature of Vice-President

\_\_\_\_\_  
Date

2. Grievant's Response:

\_\_\_\_\_ I accept the above decision

\_\_\_\_\_ I hereby refer the above decision to next step of grievance procedure

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

STEP II

1. Date Received by President or Designee: \_\_\_\_\_

2. Decision of President or Designee:

---

---

---

---

---

---

Signature of President

---

Date

3. Grievant's Response:

\_\_\_\_\_ I accept the above decision

\_\_\_\_\_ I hereby refer the above decision to the next step of the grievance procedure.

---

Signature of Grievant

---

Date

STEP III

1. Date Received by Board: \_\_\_\_\_

2. Decision of Board:

---

---

---

---

---

\_\_\_\_\_  
Signature of Chairperson

\_\_\_\_\_  
Date

3. Grievant's Response:

\_\_\_\_\_ I accept the above decision

\_\_\_\_\_ I hereby refer the above decision to the next step of the grievance procedure.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

STEP IV

1. Date Submitted to Arbitration: \_\_\_\_\_

Arbitrator: \_\_\_\_\_

2. Disposition and Award of the Arbitrator:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Signature of Arbitrator

\_\_\_\_\_

Date

**ARTICLE 34. ADDENDA**

**ADDENDUM A  
Positions in the bargaining unit**

<b>JOB TITLE</b>	<b>PAY GRADE</b>
Accounts Payable Specialist	34
Accounts Receivable Clerk	32
Accounts Receivable Specialist	34
Accounts Technician	34
Administrative Assistant	32
Administrative Specialist	34
Admissions/Registration Specialist	32
Assistant Manager	32
Cashier	32
Clerk	29
Cook	32
Custodial Lead	32
Custodian II	29
Customer Service Specialist	32
Dining Services Assistant	29
Faculty Relations Specialist	32
Financial Aid Specialist I	32
Financial Aid Specialist II	34
Instructional Assistant	31
Library Technician II	32
Library Technician III	34
Mail Clerk	29
Media Technician	31
Maintenance Worker II	32
Maintenance Worker III	34
Program Assistant	32
Purchasing Coordinator	34
Services Coordinator	32

**ADDENDUM B**  
**Employees – July 1, 2018**

Name	Job Title	Pay Grade	Leave Start Date	Seniority Date
Azure, Allan	Maintenance Worker II	32	8/22/2012	8/22/2012
Apple, Mandy	Pre-School Instructl Asst	31	3/26/2018	3/26/2018
Betthausen, Paula	Admin Asst	32	4/9/1987	4/9/1987
Bloom, Lisa	Media Tech	31	5/16/2011	5/16/2011
Brown, Eric	Custodian II	29	1/3/2011	1/3/2011
Bulik, Andrea	Admissions/Reg Specialist	32	8/10/2016	8/10/2016
Carlson, Daniel	Custodian II	29	3/2/2016	3/2/2016
Dailey, James	Dining Svc Asst	29	1/5/2015	1/5/2015
Dillon, Leslie	Program Assistant	32	3/22/2004	3/22/2004
Dunluck, Johnnel	Custodian II	29	1/3/2011	1/3/2011
Dunluck, Skyelar	Custodian II	29	5/6/2015	5/6/2015
Elletson, Amy	Accts Pay Specialist	34	5/19/2008	5/19/2008
Fabel, Cathy	Administrative Assistant	32	11/25/1985	11/25/1985
French, Cynthia	Administrative Assistant	32	10/20/2008	10/20/2008
Frey, Tracey	Clerk	29	12/16/2011	12/16/2011
Galloway, Amanda	Custodian II	29	7/18/2007	7/18/2007
Gomes, Sara	Financial Aid Spec I	32	4/24/2015	4/24/2015
Greig, Connie	Services Coordinator	32	2/13/2001	2/13/2001
Haines, Janet	Administrative Assistant	34	8/26/2002	8/26/2002
Hanchett, Nancy	Financial Aid Spec II	34	9/10/1984	9/10/1984
Hodges, Sherry	Financial Aid Spec II	34	3/1/2012	3/1/2012
Johnsen, Coral	Custodian II	29	12/10/2008	12/10/2008
Journey, Rocky	Accounts Technician	34	8/2/2010	8/2/2010
Kelly, Susan	Faculty Relations Spec	32	1/19/1993	1/19/1993
Kintzler, Carrie	Administrative Assistant	32	3/22/2012	3/22/2012
Krigbaum, Lauren	Financial Aid Spec	32	10/3/2016	10/3/2016
McGregor, Sara	Accts Recv Specialist	34	10/19/2016	10/19/2016
McIntosh, Ashley	Pre-School Instructl Asst	31	10/16/2017	10/16/2017
Meadows, Jan	Services Coordinator	32	1/2/2008	1/2/2008
Miller, Sadee	Pre-School Instructl Asst	31	5/1/2017	5/1/2017
Nelson, Carrie	Library Tech III	34	11/11/2002	11/11/2002
Nelson, Steven (Rick)	Custodian II	29	10/5/2011	10/5/2011
O'Donnell, Arlene	Cashier	32	10/8/2014	10/8/2014
Purver, Sinda	Library Tech II	32	11/5/1990	11/5/1990
Reese, Roberta	Asst Manager	32	1/5/2004	1/5/2004
Rossi, Martina	Instructional Asst, Pre-School	31	6/13/2016	6/13/2016
Sauter, Gennifer	Instructional Asst, Pre-School	31	3/1/2018	3/1/2018
Schutter, Tressa	Mail Clerk	29	3/7/2011	3/7/2011
Schreiner, Joshua	Cook, ECC	32	5/29/2018	5/29/2018
Settle, Melanie	Admin Specialist	32	1/4/1988	1/4/1988
Skare, Don	Purchasing Coordinator	34	5/24/2005	5/24/2005
Speck, Marvin	Cust II/Maintenance	29	8/27/2012	8/27/2012
Struck, Debbie	Program Asst	32	7/27/1992	7/27/1992
Thompson, Matthew	Maintenance III	32	9/20/2004	9/20/2004
Vera, Paul	Custodian II	29	12/12/2012	12/12/2012
Vierzba, Katrina	Customer Svc Spec	32	3/20/2017	3/20/2017
Vuicich, Sam	Custodian II	29	8/17/2016	8/17/2016
Welty, David	Custodian II	29	8/1/2007	8/1/2007
Widera, Allison	Admissions/Reg Specialist	32	10/30/2017	10/30/2017

## ADDENDUM C Pay Matrices

FY 2018 - no adjustment							
Range	24	26	27	29	31	32	34
<b>Minimum</b>	9.25	9.72	9.96	10.47	11.00	11.27	11.84
<b>Midpoint</b>	12.34	12.96	13.29	13.96	14.67	15.03	15.79
<b>135%</b>	16.66	17.50	17.94	18.84	19.80	20.29	21.31

FY 2019 - Midpoint adjusted 3.3%							
Range	24	26	27	29	31	32	34
<b>Minimum</b>	9.56	10.04	10.29	10.80	11.34	11.63	12.21
<b>Midpoint</b>	12.75	13.38	13.72	14.41	15.13	15.50	16.28
<b>135%</b>	17.21	18.07	18.52	19.45	20.42	20.93	21.98

FY 2020 - Midpoint adjusted 2.6%							
Range	24	26	27	29	31	32	34
<b>Minimum</b>	9.81	10.30	10.56	11.08	11.64	11.93	12.53
<b>Midpoint</b>	13.08	13.73	14.08	14.78	15.52	15.91	16.70
<b>135%</b>	17.66	18.54	19.00	19.95	20.95	21.47	22.55

FY 2021 - Midpoint adjusted 1.5%							
Range	24	26	27	29	31	32	34
<b>Minimum</b>	9.96	10.45	10.72	11.25	11.81	12.11	12.71
<b>Midpoint</b>	13.27	13.94	14.29	15.00	15.75	16.15	16.95
<b>135%</b>	17.92	18.82	19.29	20.25	21.26	21.80	22.89

1. New employees shall be placed at a pay level 2.5% less than current employees in the same range with similar years of relevant experience.
2. New hires with no experience will be placed at no less than minimum in the appropriate range.
3. For FY2017 - FY2021 members shall receive employer match of up to 7% of gross pay contributed to the 403(b) by the College.
4. Insurance contribution \$1,054 per month. The parties agree that the contract may be reopened March 1, 2020 - June 30, 2020, for insurance contribution only, if the employer contribution for group benefits (2-18-703(e) M.C.A.) changes.
5. For FY2018 no retroactive wages or contractual language changes. For FY2019 eligible employees will receive \$0.50 per hour effective July 1, 2018. For FY2020 eligible employees will receive \$0.40 per hour effective July 1, 2019. For FY2021 eligible employees will receive \$0.25 per hour effective July 1, 2020.



**ADDENDUM D**  
**Collective Bargaining Agreement - Signature Page**

July 1, 2017 – June 30, 2021  
between  
Flathead Valley Community College  
and  
FVCC Classified Employees


This agreement was ratified by the FVCC Classified Employees' Union on June 20, 2018 and approved by the FVCC Board of Trustees on June 25, 2018.

**Flathead Valley Community College:**

  
\_\_\_\_\_  
Jane Kapas, President

  
\_\_\_\_\_  
Shannon Lund, Board Chair

**Flathead Valley Community College Classified Employees' Union:**

  
\_\_\_\_\_  
Rocky Journey, Union President

  
\_\_\_\_\_  
Carolyn Nelson, Union Secretary