

2020-2022 Labor Agreement
Between
Dawson Community College Unified (DCCU)
And
Dawson Community College (DCC)

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ARTICLE 1: PREAMBLE AGREEMENT OF THE PARTIES

This Agreement is entered into effective July 1, 2020, by and between the Dawson Community College Board of Trustees, hereinafter called the "Board", and Dawson Community College Unified, affiliated with MFPE, hereinafter called "DCCU". DCCU and the College subscribe to the principle that whenever possible, any and all differences shall be resolved by peaceful and appropriate means without interruption to the College.

ARTICLE 2: DEFINITIONS

The following definitions apply for purposes of interpreting this agreement.

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

"Board" shall mean the Board of Trustees of Dawson Community College. "

"College" shall mean the institution, Dawson Community College.

"Days" shall mean calendar days excluding weekends and holidays recognized by the College.

"Employee" unless otherwise indicated, the term "Employee", when used hereinafter in this Agreement shall refer to all Employees in the appropriate unit as defined in Article 3.

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

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

"Union" shall mean the Dawson Community College Classified Employees Union.

ARTICLE 3: RECOGNITION

3.1 Union Recognition

DCC hereby recognizes DCCU as the sole and exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees in the appropriate unit.

3.2 Appropriate Unit Definition

The appropriate unit consists of all hourly-paid Employees, regularly employed for 20 hours or more per week, including food service employees, but EXCLUDING Executive Assistant(s) to the President, Human Resources Assistant(s), Assistant to the Vice President of Academic and Student Affairs, Sports Information Director, Registrar, Assistant Director of Adult Basic Education, all employees excluded by Montana's Collective Bargaining law, all students, all security personnel, and seasonal and/or temporary employees.

3.3 Labor-Management Committee

The Board and DCCU continue to explore ways to work cooperatively and collaboratively. To that end, the Board and DCCU establish a labor-management committee. The purpose of the committee is to discuss, explore, and study problems referred by either party. The committee is authorized to make recommendations to the DCC administration and to DCCU, but has no

authority to change, delete, or modify any of the terms of this Agreement. Committee meetings may be called by either co-chair upon 48 hours written notice to committee members. Email communication is considered written notice in this context. The committee shall be composed of six members, with three representing DCC and three representing DCCU. Each party shall designate one of its committee members as a lead delegate and the lead delegates shall co-chair the committee.

ARTICLE 4: MANAGEMENT RIGHTS

4.1 MCA 39-31-303 Management rights of public employers.

Public employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs in such areas as, but not limited to:

- (1) direct employees;
- (2) hire, promote, transfer, assign, and retain employees;
- (3) relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
- (4) maintain the efficiency of government operations;
- (5) determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- (6) take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and
- (7) establish the methods and processes by which work is performed.

ARTICLE 5: DCCU RIGHTS

5.1 MCA 39-31-201 Public employees protected in right of self-organization

Public employees shall have and shall be protected in the exercise of the right of self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing on questions of wages, hours, fringe benefits, and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection free from interference, restraint, or coercion.

5.2 Exclusive Rights of Union

The rights and privileges of DCCU and its representatives as set forth in this Agreement shall be granted only to DCCU as the exclusive representative of the employees.

5.3 Pertinent Information

DCC agrees to furnish to DCCU upon written request all public information under Montana's Public Information laws codified at Mont. Code Ann. § 2-6-1001, et seq. If readily available, the information provided will be submitted to DCCU in electronic form. If DCC makes Board agendas and minutes available on-line, DCC will so notify DCCU and on-line availability of those documents will satisfy the requirements of this section.

5.4 DCCU Business

Representatives of DCCU will be permitted to transact DCCU business on DCC property, if such business will not disrupt DCC's scheduled operations.

5.5 DCCU Use of Buildings

DCCU and its representatives have the right to use DCC meeting rooms. DCCU will schedule to use the meeting rooms at least one week in advance of the time and place of all such meetings.

5.6 DCCU Use of Equipment

DCCU shall have the right to use DCC equipment, including, but not limited to: computers, copy and facsimile machines, and all audiovisual equipment when such equipment is not otherwise in use with advance notice to DCC. DCCU shall be prudent in use and agrees it will not use the equipment to access, produce, copy or send obscene or defamatory material.

5.7 DCCU Use of Intra-DCC Communication Facilities

DCCU shall have the right to post notices of activities to Employee mailboxes, email, and all other DCC provided communication facilities for DCCU business and agrees it will not use the equipment to access, produce, copy or send obscene or defamatory material.

5.8 DCCU Leave

At the beginning of every fiscal year, DCCU shall be credited with 5 (five) days of paid leave time to be used by Employees who are DCCU officers or their designees at the discretion of DCCU. The cost of the leave shall be equally divided between DCCU and DCC. DCCU agrees it will notify supervisors at least two working days in advance of the need for DCCU leave. Union Leave will not be taken on days of high activity at DCC such as Advance Registration, Orientations, Registration, Fee Payment, In Service Days or Graduation, except under extenuating circumstances with the concurrence of the President or his/her designee.

ARTICLE 6: COMPENSATION

6.1 Hourly Schedule

Employees shall be compensated in accordance with the salary schedules attached hereto as Addendum 2. Step increases shall be granted annually on July 1 for those employees that successfully completed their probationary period and have been employed for a minimum of 12 consecutive months. The attached schedule is in effect from July 1, 2020, through June 30, 2022.

6.2 Retroactive Pay

Pay increases shall be provided only to bargaining unit members employed on the date the contract is ratified by DCCU.

6.3 Longevity

Eligibility

To be eligible for longevity, Employees must complete sixteen (16) continuous years of service at the College and be capped on the hourly pay scale. Years of service are years employed at the College.

Seventeen to Twenty (17-20) Continuous Years of Service

Employees with seventeen to twenty (17-20) continuous years of service at the College and when capped at the maximum step, shall receive an additional two (2) percent increase based on the maximum step in the hourly pay scale in addition to the contractual hourly rate of pay. Longevity increases are noncumulative.

Twenty-One (21) Continuous Years of Service

Employees with twenty-one (21) or more continuous years of service at the College and when capped at the maximum step, shall receive an additional three (3) percent increase based on the maximum step in the hourly pay scale in addition to the contractual hourly rate of pay. Longevity increases are noncumulative.

6.4 Compensation Changes during contract term

July 1, 2020 1% increase to base

July 1, 2021 1% increase to base

ARTICLE 7: EMPLOYEE EVALUATIONS

7.1 Employee evaluations will be conducted in accordance with Dawson Community College Board of Trustees policy and College procedures as established by the Dawson Community College President and published in the current Employee Staff Handbook. DCCU shall be consulted and have 30 calendar days to submit input on any changes to the evaluation policy.

ARTICLE 8: SALARY DEDUCTIONS

8.1 Professional Dues and Fees/Payroll Deduction

Dues Deduction Authorized: DCC shall deduct in equal installments as elected by the employee such monies for annual unified membership dues (as certified by the secretary of the exclusive representative), and shall deliver the dues to the treasurer of the exclusive representative within ten (10) days of second (2nd) monthly payroll.

These deductions shall begin in September and will continue through August 31. Deduction for new Employees, who submit their membership forms to DCC after September, shall be prorated so that the full amount authorized is deducted, in equal payments, by August 31.

8.2 Notification and Transmittal of Monies

DCCU will certify to DCC, in writing, the current rate of annual unified membership dues and representation fees. By September 1 of each year, DCCU will notify DCC of employees who have authorized DCC to deduct annual unified membership dues in writing. All schedules and forms together with records of any corrections or changes shall be transmitted to DCCU's local treasurer no later than ten (10) days following the deduction.

No later than September 1 annually, DCCU will notify DCC, in writing, of all employees authorizing DCC to deduct annual unified membership dues. DCC shall deduct and transmit the dues (identifying the individual by name and dues deduction amount) to MFPE Treasurer, 1232 East 6th Avenue, Helena, MT 59601. Transmittal must occur on or before the last day of each month.

8.3 Pay Periods

Employees shall receive their contract salary in 24 (twenty- four) payments.

8.4 Payroll

Payroll shall be issued twice per month. If payday falls on a weekend or holiday, Employees shall receive their payroll on the last previous workday.

Payroll shall be deposited directly into the Employee's bank account. The Employee shall have access to his/her itemized statement of payroll deductions for each pay period.

ARTICLE 9: UNION MEMBERSHIP

9.1 Duty of Fair Representation, Union Membership and Dues Deduction

DCCU, as exclusive representative of all employees described in Section 2 of Article 2 will represent all such persons fairly whether members or not. No employee shall be required to join DCCU, but membership in DCCU shall be made available to all who apply, consistent with DCCU, MFPE's and NEA/AFT, AFL-CIO's constitution, bylaws, and policies. When a bargaining unit member joins, DCCU will submit to DCC the member's dues form/contract and DCC will deduct dues from the member's payroll and transmit them to the Exclusive Representative in accordance with the member's signed dues contract/form.

ARTICLE 10: GRIEVANCE PROCEDURE

10.1 Definitions

"Grievance" is a claim by a Grievant that there has been a breach, misinterpretation, or a misapplication of the terms of this agreement. This procedure applies only to violation of the collective Bargaining Agreement. It does not allow for Interest Arbitration.

"Grievant" shall mean an Employee, group of Employees, or the Union filing a grievance.

10.2 Right to Representation

At least one DCCU representative shall be informed in advance and allowed release time to represent a Grievant during investigatory or disciplinary meetings as well as attend other meetings, hearings, appeals and other proceedings relating to a Grievance. Employees involved in the investigation, processing, or hearing of any Grievance shall not suffer any loss of salary or benefits in respect to Grievance processing.

The College's Human Resources Director, or the Director's designee, may participate in and attend these meetings at the President's discretion.

10.3 Grievance Procedure

Both parties will make every reasonable attempt to resolve the grievance at the lowest possible step.

Step 1: A written formal Grievance will be filed by a Grievant with the President and/or designee of the College within ten (10) days after the date it was found to exist. The Grievance Report Form shall be used.

Step 2: Within ten (10) days of filing the Grievance, the Grievant and DCCU representative will meet with the Grievant's direct supervisor to determine if the Grievance can be resolved. The direct supervisor's decision shall be in writing and delivered to the Grievant and DCCU within ten (10) days of this meeting.

Step 3: If the Grievance is not resolved at Step 2, or no written decision is received within the timelines, the Grievant and DCCU representative will meet with the direct supervisor and his/her respective administrator within ten (10) days after the meeting at Step 2. The respective administrator's decision shall be in writing and delivered to the Grievant and DCCU within ten (10) days of this meeting.

Step 4: Mediation: If the Grievance is not resolved at Step 3, DCCU may appeal it to Mediation within ten (10) days from receipt of the written response of the administrator, or ten (10) days if the College fails to respond, and shall request that the Board of Personnel Appeals (BOPA) appoint a Mediator to the dispute. Another neutral third party mediator may be used if agreed upon in writing by both parties. The parties to the Grievance shall meet with the Mediator in an attempt to bring resolution to the Grievance. The Mediator shall not produce any records or testimony nor make any statement with regard to any mediation conducted by him/her in any forum or proceeding before any court, board, investigatory body, arbitrator, or fact finder.

Step 5: Binding Arbitration: If the Grievance remains unresolved at Step 4, the Grievance, only at the option of DCCU, may be appealed to final and binding arbitration. DCCU will notify the President or designee of its decision to submit the grievance to an impartial arbitrator by providing written notice within ten (10) days of the conclusion of the Mediation in Step 4.

Within ten (10) days after written notice of submission to Arbitration, the parties shall attempt to agree upon the selection of an arbitrator. If no agreement is reached, they shall request a list of five (5) arbitrators from the BOPA, unless both parties agree to request a different list. Within ten (10) days of receipt of the list of arbitrators, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator. The party prevailing in a coin toss shall elect to strike first or allow the other party to strike first.

The arbitrator shall consider the grievance, conduct a hearing and/or receive the parties' briefs and have all necessary authority to render an award and issue a remedy that shall be final and binding upon the parties.

10.4 Mediation and Arbitration Costs

Each party shall bear its own costs of mediation and arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties. If one (1) of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs of the transcript. If both parties request transcripts, they shall share equally the costs.

10.5 Election of Remedies

The aggrieved party may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the Grievant and the exclusive representative, waive any right to pursue against the College an action or complaint that seeks the same remedy. If a Grievant or the exclusive representative files a complaint or other action against the College, arbitration seeking the same remedy may not be filed or pursued.

10.6 Exceptions

The time limits provided in this Article shall be strictly observed unless extended by written agreement of both parties. Similarly, steps of the grievance process shall be strictly observed unless extended by written agreement of both parties. Notwithstanding the expiration of this Agreement, any claim or grievance may be processed through this grievance procedure until resolution.

10.7 No Reprisals

Neither the College or the Administration shall subject the Grievant or DCCU to reprisals of any kind because of participation in this grievance procedure.

10.8 Personnel Files

All documents, communications, and records with the processing of a grievance shall be filed separately from the personnel files of the participants.

See Addendum 3 for the Grievance Report Form.

ARTICLE 11: EMPLOYEE RIGHTS

11.1 Appearance before Employer

An Employee shall be entitled to DCCU representation during any appearance before DCC or its agents concerning any disciplinary action. An Employee shall be given prior written notice of the reason for such a meeting or interview and shall be advised in advance of the meeting concerning his/her right to representation under this provision of the Agreement.

11.2 Just Cause

When an employee has served a six-month probationary period, that Employee shall not be disciplined, reprimanded, suspended, reduced in rank or compensation, adversely evaluated, or terminated without just cause. Leave without pay is not considered approved leave and will be added to the Employee's probationary period. Leave due to being required to isolate or quarantine will also be added to the Employee's probationary period.

ARTICLE 12: WORKING HOURS

12.1 Work Schedule

Normal Working Hours/Standard working hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Standard hours may differ for some departments on campus. e.g., Physical Plant and Culinary Services. The normal workweek is 40 hours. The lunch period is 1 hour. Summer hours may vary. The workweek starts Sunday at 12:00 a.m. and ends at midnight on the following Saturday. Working hours may be altered by the College for legitimate business reasons upon reasonable notice to the affected employee(s).

12.2 Flex Time

Employees may arrange "flex-time" hours with the approval of their supervisor, as designated by the College. All Employees must complete time sheets and turn them in to their supervisor for approval at the end of each pay period. Planned-for-absences must be requested in advance with the Employee's supervisor and documented in an absence report.

12.3 Unplanned Absences

Unplanned absences (e.g. illness, bereavement, etc.) must also be documented on a completed absence report form. (See Addendum 4 for a copy of the Leave Request/Absence Report.)

If an employee is unable to report to work for any reason, he/she must contact the direct supervisor, or if unavailable, the supervisor's respective administrator before the start of the workday.

12.4 Timesheets

Employees are required to document hours worked by means of an electronic timesheet. Employees must document their time daily via the electronic time clock. Employees working remotely must document their time via the End of Day report. Employees may also have to document their time via the End of Day report if the electronic timesheet is unavailable.

ARTICLE 13: LEAVES AND ABSENCES

For the purposes of this contract Definitions found in MCA 2-18-601 apply.

13.1 Annual or Vacation Leave

It will be DCC policy to use the fiscal year beginning July 1 to June 30 for use of accumulated leave above the maximum number of days, accrued during the previous year. Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually in a fiscal year. Excess vacation time will be forfeited if not used within 90 calendar days from June 30th. In the event that the Employee has tried to use the excess time and has been denied because it creates a hardship for DCC to allow the use of said leave, arrangements may be made on a case by case basis to either extend the time period for the Employee to use the denied leave and/or pay off the annual leave that was originally denied.

Employees shall accumulate, use and cash out annual leave in accordance with Sections 2-18-611, 2-18-612, 2-18-615 to -617, MCA. For purposes of calculating the employee's vacation

leave years of service MCA 2-18-612 (2) (a) (ii) is used.

MCA 2-18-612 (2) (a) (ii) 12 calendar months in which the employee was in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in any 1 month. An employee of a school district, a school at a state institution, or the university system must be credited with 1 year of service if the employee is employed for an entire academic year.

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

For the purpose of this agreement, DCC will use the fiscal year instead of the calendar year.

13.2 Holiday Leave

MCA 2-18-603 Holidays observance when falling on employee's day off

A full-time Employee who is scheduled for a day off on a day that is observed as a legal holiday, except Sundays, is 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 pay period or as scheduled by the Employee and the Employee's supervisor, whichever allows a day off in addition to the Employee's regularly scheduled days off, provided the Employee is in a pay status on the Employee's last regularly scheduled working day immediately before the holiday or on the Employee's first regularly scheduled working day immediately after the holiday.

Part-time Employees receive pay for the holiday on a prorated basis according to rules adopted by the department of administration or appropriate administrative officer under **MCA 2-18-604**. A short-term worker may not receive holiday pay.

MCA 1-1-216 Legal holidays and business days

The following are legal holidays in the state of Montana:

- (a) Each Sunday;
- (b) New Year's Day, January 1;
- (c) Martin Luther King Jr. Day, the third Monday in January;
- (d) Lincoln's and Washington's Birthdays, the third Monday in February;
- (e) Memorial Day, the last Monday in May;
- (f) Independence Day, July 4;
- (g) Labor Day, the first Monday in September;
- (h) Columbus Day, the second Monday in October;
- (i) Veterans Day, November 11;
- (j) Thanksgiving Day, the fourth Thursday in November;
- (k) Christmas Day, December 25;
- (l) State general election day.

In addition to the above stated holidays and Spring Holiday, (usually the Friday prior to Easter Sunday) is granted to the DCC staff. The current policy of a non-state holiday in odd years and in lieu of the state general election in even years, Columbus Day and Veteran's Day may be moved to another date as long as Employees receive a day off with pay for the holiday.

If any of the above-enumerated holidays (except Sunday) fall upon a Sunday, the Monday following is a holiday. All other days are business days.

Holiday observance when falling on Employee's day off shall be granted in accordance with MCA 2-18-603.

13.3 Charges by the Quarter Hour

Vacation and sick leave charges shall be recorded in increments of no less than one-quarter (1/4) hour.

13.4 Leave of Absence without Pay

Any leave of absence without pay (short term and/or long term) may be granted with approval of the President and/or designee.

13.5 Part-Time Classified Staff Leave Benefits

Classified staff positions that are less than full-time are eligible for leave benefits calculated on a pro rata basis.

13.6 Use of Sick Leave

Employees shall accumulate, use and cash out sick leave in accordance with MCA 2-18-601 (15), 2-18-617, and 2-18-618.

Employees using sick leave shall notify their appropriate supervisor as soon as possible before the start of their shift. Medical certification may be required for leaves extending more than three days.

13.7 Bereavement Leave

Bargaining unit members shall be entitled to three (3) days bereavement leave not to be deducted from sick leave for the death of any member of his/her immediate family. Notice must be given to the appropriate direct supervisor. Members of the immediate family are defined as: husband, wife, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, step-father, step-mother, brother, sister, other or any relative living in the immediate household. The President may grant exceptions.

13.8 Absence because of illness is not chargeable against vacation unless employee approves (2-18-615)

Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the Employee.

To avoid a leave without pay status, Employees will be notified if another leave type was used to ensure full payment for the pay period.

13.9 Family Medical Leave

Employees shall be entitled to Family Medical Leave according to the provisions of the Family Medical Leave Act for up to 12 weeks. This leave shall run concurrently with all other leave benefits provided herein. When able to return to employment, the Employee shall be returned to DCC's employ according to the provisions of the FMLA.

13.10 Juror or Witness Leave

The Board shall grant an employee paid time off in accordance with the provisions of Section 2-18-619, MCA.

13.11 Military Leave

Administration shall grant an Employee paid time off in accordance with the provisions of Section 2-18-614, MCA.

13.12 Disaster Volunteers Leave

Administration shall grant an Employee paid time off in accordance with the provisions of Section 2-18-627, MCA which provides that: "An agency may grant to a state employee up to 15 days in a calendar year of a paid leave of absence for the employee to participate in specialized disaster relief services for the American Red Cross if: (a) the employee is a certified American Red Cross disaster relief volunteer; and (b) the American Red Cross has requested the employee's services."

13.13 Public Office Leave

Administration shall grant Employees public office leave of absence in accordance with MCA 39-2-104.

13.14 Personal Leave

The College awards Employees with three (3) days personal leave without reduction in salary provided Employee gives two (2) days written notice to the Employee's supervisor.

One additional personal leave day will be granted for fifteen (15) years of service at DCC, and one additional personal leave day will be granted for twenty-five (25) years of service at DCC for a total of five (5) personal days. Personal leave must be used in the year awarded. At the end of each fiscal year, any unused personal leave will be forfeited. Personal leave shall not be deducted from the Employee's sick leave.

13.15 Scheduling of vacation dates, 2-18-616 and Personal Leave

The dates when Employee's annual vacation leaves and personal leaves are granted must be determined by agreement between each Employee and the College, with regard to the best interest of the College, its students and each Employee.

Vacation and Personal Leave will not be taken on days of high activity at the College without permission of the President. Days of high activity include: Advance Registrations, Orientations, Registrations, Fee Payment, In Service and Graduation.

ARTICLE 14: BENEFITS

14.1 Retirement Plans

All Employees are required to participate in Social Security. Employees will participate in either the Montana Teachers' Retirement System (TRS) or the Montana Public Employees' Retirement System (PERS).

14.2 Unemployment

The State Unemployment Insurance Plan covers all bargaining unit members.

14.3 Industrial Accident Insurance (Workman's Compensation)

Industrial accident insurance payments are for the purpose of offsetting the loss of income suffered by an Employee. An Employee's pay continues while on sick leave, and he or she is not entitled to both paid sick leave and industrial accident insurance payments. An Employee who is injured on the job has the option of taking either sick leave or industrial accident insurance payments, and if his or her sick leave runs out, may receive industrial accident insurance payments. (39-71-101, et seq., MCA).

ARTICLE 15: ASSIGNMENTS, VACANCIES, AND TRANSFERS

15.1 Assignments and Transfers

In exercising its management right to assign and transfer employees, the Board, or its designee, shall consult with affected Employees and consider their qualifications, abilities, past performance, experience, and preferences.

15.2 Vacancies

A vacancy is any bargaining unit position that the College intends to fill.

When DCC opens a position, vacancies shall first be open to in-house Employees for at least five (5) working days before public advertisement. DCC shall promptly notify DCCU, post notice of the same on at least one Employee bulletin board, and inform all Employees of the opening through their DCC e-mail accounts. Laid off Employees shall be notified by certified letter at their last known address.

In-house Employees are those who have completed their six-month probationary period.

DCC will assign the vacant position to the best qualified candidate and if two or more candidates are equally qualified, the position will go to the candidate with the highest seniority.

15.3 Transfers

In the event that the College determines that an involuntary transfer is necessary, it shall be based on reverse seniority among employees with the same qualifications. DCC shall notify in writing the affected Employee and DCCU of the specific reasons for the transfer at the time of notification of transfer.

15.4 Involuntary Transfer

An involuntary transfer shall not result in the loss of compensation, seniority, or fringe benefits. All expenses necessitated by an involuntary transfer shall be borne by DCC. Adequate time, without loss of salary, shall be provided for the person to make the transfer.

ARTICLE 16: LAYOFF AND RECALL

16.1 Conditions of Layoff or Reduction in Force

DCC may abolish positions and lay off-employees for legitimate business reasons.

16.2 Notification of Layoff or Reduction in Force

In the event that DCC anticipates a layoff of employees, DCC will notify DCCU and the affected employee at least 30 calendar days prior to the proposed layoff. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons as well as all relevant data and information for the proposed action and a listing of all other positions, which the Employee is or may be qualified to fill.

16.3 Layoff or Reduction in Force Procedure

Layoffs necessitated by a substantial decrease in funds available to DCC shall be made according to the following schedule:

If a position is to be eliminated, DCC shall give notification of layoff to the least senior Employee in that position.

16.4 Seniority

For purposes of this Article, seniority will be computed from an Employee's most recent date of hire in the bargaining unit. Seniority will continue to accrue during part-time or job-sharing employment periods and during all approved leaves of absence.

When seniority is equal between or among Employees, the tie will be broken by the initial date of hire as indicated by the Employee's first executed permanent employment contract with DCC. When the initial date of hire is the same between or among Employees, ranking of those employees shall be determined by drawing lots.

As indicated above (by September 15 of each year), DCC will provide DCCU and each employee with a seniority list showing the seniority of each Employee in the bargaining unit, by department. (See Addendum 1 Employee List and Hire Date.)

16.5 Recall Procedure

Whenever there is a vacancy in a bargaining unit position, laid-off Employees who are qualified to perform the work in question will be recalled in order of seniority. No new employees shall be employed by DCC while there are Employees on layoff, unless none of the Employees on layoff is qualified to fill the position in question.

Notice of recall will be given by certified mail to the last address given to DCC by the Employee. A copy of the notice of recall will be given to DCCU. If an Employee fails to respond

within ten (10) calendar days after receipt of the above notice of recall, the Employee will be deemed to have refused the position offered.

An Employee who is laid off will remain on the recall list for one year after the effective date of layoff unless the Employee waives recall rights in writing, resigns, fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position, fails to report to work in a position that he or she has accepted unless such employee is sick or injured. If Employee is sick or injured DCC must be informed and updated with an expected time frame for return to work and retains the right to hire temporary employees if the positions so warrants.

If an Employee has secured temporary employment elsewhere, he or she will be allowed a reasonable amount of additional time of 2 weeks to 1 month, before being required to report for work.

16.6 Layoff-Benefits

An Employee who is notified of layoff shall be entitled to use any available annual and personal leave for purposes of seeking other employment.

While on layoff, an Employee will have the option to remain enrolled in all employment related or contractually specified insurance programs for a period of 18 months. If electing to remain in the insurance group, the Employee is responsible for paying the premiums under COBRA, according to the MUS policy.

All benefits to which Employees were entitled at the time of their layoff, including unused accumulated sick leave, for which the Employee has not been paid for and credits, will be restored upon returning to active employment and the Employee will be placed on the proper step of the salary schedule for the current position as if the layoff had not occurred.

ARTICLE 17: JOB DESCRIPTIONS

17.1 Written Job Descriptions

All bargaining unit positions shall have a written job description. Current descriptions can be found on the "K" drive. Current descriptions may be changed at the President's discretion after consultation with the affected Employee. Only the President and Human Resources are authorized to create or edit position descriptions.

17.2 New Positions

DCC will produce a written job description for any new position created pursuant to DCC policy.

17.3 Current Positions

If requested by either the Employee or his/her supervisor, during the Employee's annual evaluation, he/she will work with their supervisors to make changes to job descriptions beneficial to both DCC and the employee. When major changes are necessitated (i.e. new computer systems or policies affecting the job) training will be provided to the Employee. Any edits will be forwarded to Human Resources for final approval. Only the President and Human Resources are authorized to create or edit job descriptions.

17.4 Desk Audits

Employees who have completed their six-month probationary period, may request, in writing, a desk audit. Employees, in collaboration with their supervisor, should review and submit (if applicable) an updated position description at this time. Any edits will be forwarded to the President and Human Resources Department for final approval. The College will, within 30 days of the request, either perform the desk audit or give written reasons as to why the request will not be granted.

ARTICLE 18: OVERTIME/COMPENSATORY TIME

18.1 Overtime & Compensatory Time

Non-exempt employees who work more than 40 hours in a work week are entitled to overtime pay.

Holidays, vacation and sick leave do not count toward this total.

The Employee is required to obtain permission from his/her direct supervisor, as designated by the College, to accrue overtime/comp. time or use comp. time. It is assumed that all hours worked more than 40 hours in a work week will be paid out in compensatory time, unless otherwise documented by the Employee prior to the excess hours being worked. The election to choose another means of compensation besides compensatory time should be made annually, prior to, July 1. Work should be scheduled and overloads anticipated so that accrual of compensatory and or overtime will be avoided. DCC reserves the right to use flex time as a means of making sure an Employee does not work more than 40 hours in a work week.

18.2 Use of Compensatory Time

Comp. time should be used during the semester in which it is earned.

18.3 Payment on Termination

If employment is terminated, any unused compensatory time will be paid to the Employee at the regular rate of pay at the time of termination.

ARTICLE 19: EMPLOYMENT AT DAWSON COMMUNITY COLLEGE

19.1 Other Benefits

In addition to the usual group benefits, such as medical, life, and disability insurance, DCC also offers DCCU bargaining unit members the use of the athletic facilities, and tuition waivers for credit courses. Free admission to athletic events and various cultural events, excluding enterprise and/or self-supporting activities/events is included.

19.2 Class and Workshop Waivers

Tuition and fees (except for the building fee) shall be waived for Employees, their spouses, and dependents for all DCC credit classes and workshops. This includes on campus classes only, not online or independent study.

Continued eligibility for waivers is based on the eligibility as defined in DCC's financial aid office's satisfactory academic progress policy.

19.3 Starting Work

When an Employee first reports to work, his/her supervisor will show him/her the workplace, as well as orientate him/her to DCC's campus, explain the responsibilities and procedures of the position, and answer any questions he/she might have and provide a copy of the Labor Agreement.

ARTICLE 20: FRINGE BENEFITS

20.1 Insurance Eligibility

Employees working .5 or more are eligible for enrollment in all DCC benefit plans on the first day of employment.

20.2 Group Life, Disability, & Health Insurance

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

20.3 Flexible Benefit Account

All DCCU members are eligible to participate in the MUS Flexible spending account program.

ARTICLE 21: CONTINUITY OF SERVICES

21.1 No Strike/No Lockout Prohibition

The parties agree that there shall be no strike by DCCU or lockout by DCC during the duration of this contract.

21.2 Scope of Agreement

It is understood that during the process of negotiations, which led to this Agreement, each party had the unlimited right to propose, agree, or not agree to conditions of employment. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any subject of bargaining addressed in this Agreement except by mutual agreement of the parties. This Agreement constitutes a full and complete agreement between DCC and DCCU.

The provisions herein relating to terms and conditions of employment supersede any and all prior agreement, practices, policies or regulations concerning terms and conditions of employment, insofar as such are inconsistent with the expressed provisions of this Agreement.

21.3 Changes in Agreement

For the term of this Agreement, no change shall be made in any provision of this agreement unless it is by mutual written agreement by the parties.

21.4 Compliance of Individual Contract

Any individual contract between DCC and an employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language

inconsistent with this Agreement, this Agreement shall be controlling.

21.5 Savings Clause

If any provision of this Agreement or any application thereof is finally held by a court of competent jurisdiction to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. At the request of either party, negotiations shall commence to alter the invalid language.

ARTICLE 22: DUPLICATION AND DISTRIBUTION

22.1 Copies of the Agreement

Copies of this Agreement shall be printed by the College within 30 days after the Agreement is signed. One signed original shall be provided to the Union and one copy shall be presented to all employees now or hereafter employed. Copies may be given to employees in printed hard copy or via electronic means.

ARTICLE 23: DURATION OF AGREEMENT

23.1 Effective Period

This Agreement shall be effective as of July 1, 2020 and shall continue in full force and effect until June 30, 2022.

23.2 Renewal and Reopening of Agreement

This Agreement will automatically be renewed and will continue in force and effect for additional periods of one year unless either party gives notice to the other party, not later than 90 days prior to the expiration date or any anniversary thereof of its desire to reopen certain provisions of this Agreement and/or additions to this Agreement, and to negotiate over the terms of these provisions.

23.3 Date and Signatures

For DCCU

_____
President Date 12/15/2020

For DCC Board of Trustees

_____
Chairman of the Board Date 12/30/2020

Addendum 1 – Employee List and Hire Date (as of 12/8/2020)

The parties agree to insert an updated list no later than 12/8/2020.

			DATE OF HIRE		
Last Name	First Name	Title	MONTH	DAY	YEAR
Bilbrey	Kristen	Accounts Receivable Assistant	9	18	2017
Chase Wolff	Alex	Assistant to Athletic Director	9	16	2020
DeJaegher	Dwight	Maintenance Engineer	8	22	2019
Huseby	Tyrel	IT Support Generalist	6	18	2019
Kaufman	Erin	Academic Coordinator	8	16	2019
Lagmay	Tami	Tutor	2	1	2018
Lawson	Kyle	Financial Aid Assistant	9	16	2020
Legato	Troy	Maintenance Technician	1	25	2000
Malkuch	Casey	Maintenance Engineer	5	7	2007
McKeen	Michelle	Culinary Services Specialist	2	1	2016
Mickelson	Jeana	Maintenance Technician	9	24	2018
Mittelstaed	Denise	Part Time Campus Beautification	8	8	2016
Powell	Kristi	Campus Store Manager	8	17	1992
Reed	Tammy	Assistant Business Manager	11	17	2008
Vashus	Todd	Maintenance Technician	9	5	2003

Addendum 2 – Hourly Pay Scale July 1, 2020 – June 30, 2021

Steps																		Longevity 2%	Longevity 3%
Years of Service	Entry	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17-20	21+
Grade																			
1																			
2																			
3																			
4																			
5																			
6																			
7	9.64	9.83	10.03	10.23	10.43	10.65	10.86	11.07	11.29	11.51	11.75	11.99	12.22	12.46	12.72	12.97	13.23	13.49	13.62
8	11.01	11.23	11.46	11.69	11.92	12.16	12.40	12.66	12.90	13.16	13.42	13.69	13.96	14.24	14.52	14.82	15.11	15.40	15.55
9	12.42	12.67	12.93	13.18	13.44	13.72	13.98	14.26	14.54	14.84	15.13	15.43	15.75	16.06	16.38	16.72	17.05	17.39	17.56
10	13.77	14.05	14.32	14.61	14.91	15.21	15.51	15.83	16.14	16.45	16.79	17.12	17.46	17.82	18.18	18.54	18.92	19.29	19.48
11	15.14	15.45	15.76	16.07	16.39	16.73	17.06	17.40	17.76	18.10	18.46	18.84	19.22	19.60	20.00	20.39	20.80	21.21	21.42
12	16.54	16.88	17.21	17.55	17.90	18.26	18.62	19.00	19.37	19.77	20.16	20.56	20.99	21.40	21.83	22.27	22.70	23.16	23.39
13	17.91	18.26	18.62	19.00	19.38	19.77	20.16	20.56	20.98	21.40	21.83	22.26	22.70	23.17	23.63	24.10	24.58	25.08	25.32
14	19.28	19.66	20.06	20.46	20.88	21.29	21.72	22.15	22.59	23.05	23.50	23.97	24.45	24.94	25.43	25.95	26.46	27.00	27.26
15	20.66	21.07	21.48	21.92	22.35	22.81	23.26	23.72	24.20	24.68	25.18	25.68	26.20	26.71	27.25	27.80	28.34	28.91	29.19
16	22.04	22.47	22.92	23.38	23.85	24.32	24.81	25.30	25.82	26.34	26.87	27.41	27.97	28.52	29.09	29.67	30.27	30.88	31.18

Addendum 2 – Hourly Pay Scale July 1, 2021 – June 30, 2022

Steps																		Longevity 2%	Longevity 3%
Years of Service	Entry	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17-20	21+
Grade																			
1																			
2																			
3																			
4																			
5																			
6																			
7	9.73	9.93	10.13	10.33	10.54	10.75	10.97	11.18	11.40	11.63	11.86	12.11	12.34	12.59	12.84	13.10	13.36	13.63	13.76
8	11.12	11.34	11.58	11.80	12.04	12.28	12.53	12.78	13.03	13.29	13.56	13.82	14.10	14.38	14.67	14.96	15.26	15.58	15.71
9	12.55	12.79	13.06	13.31	13.56	13.85	14.12	14.40	14.69	14.99	15.28	15.59	15.90	16.22	16.55	16.88	17.22	17.57	17.74
10	13.90	14.19	14.47	14.78	15.06	15.36	15.67	15.98	16.30	16.62	16.95	17.29	17.64	17.99	18.36	18.73	19.11	19.48	19.68
11	15.29	15.61	15.91	16.23	16.56	16.89	17.23	17.58	17.93	18.28	18.65	19.02	19.41	19.80	20.20	20.60	21.00	21.42	21.64
12	16.71	17.05	17.38	17.73	18.08	18.44	18.81	19.19	19.57	19.96	20.36	20.77	21.20	21.62	22.04	22.49	22.93	23.39	23.63
13	18.09	18.44	18.81	19.19	19.58	19.96	20.36	20.77	21.19	21.62	22.04	22.48	22.93	23.40	23.87	24.34	24.83	25.33	25.57
14	19.47	19.86	20.26	20.67	21.09	21.50	21.93	22.37	22.82	23.28	23.74	24.21	24.70	25.19	25.69	26.21	26.73	27.27	27.53
15	20.87	21.28	21.70	22.14	22.57	23.03	23.49	23.96	24.44	24.93	25.43	25.94	26.46	26.98	27.52	28.07	28.62	29.20	29.48
16	22.26	22.70	23.15	23.62	24.08	24.56	25.05	25.55	26.07	26.60	27.13	27.69	28.25	28.81	29.38	29.97	30.57	31.18	31.49

GRIEVANCE FORM

The Federation and the College subscribe to the principle that whenever possible any and all differences shall be resolved by peaceful and appropriate means without interruption to the College. Both parties will make every reasonable attempt to resolve the grievance at the lowest possible step.

GRIEVANCE PROCEDURE

- ☐ **STEP 1** – submit written formal grievance and file with the President or his designee within TEN (10) days after the date it was found to exist.
- Ensure this form is signed, dated and submitted to the President or designee.
 - DATE OF GRIEVANCE: _____
 - DESCRIPTION OF GRIEVANCE: (attach additional documentation if necessary)
- ☐ **STEP 2** - Within 10 (10) days of filing the Grievance, the Grievant and DCCU representative will meet with the Grievant's direct supervisor to determine if the Grievance can be resolved. (The Vice President of Human Resources may attend as well.) The direct supervisor's decision shall be in writing and delivered to the Grievant and DCCU within ten (10) days of this meeting.
- Name of Direct Supervisor: _____
 - Date of Meeting: _____
 - Grievance Resolved: ____ YES ____ NO ____ Date: _____
- Signature of Grievant
- ☐ **STEP 3** - If the Grievance is not resolved at Step 2, or no written decision is received within the timelines, the Grievant and DCCU representative will meet with the direct supervisor and his/her respective administrator within ten (10) days after the initial meeting in step 2 (DATE: _____). The respective administrator's decision shall be in writing and delivered to the Federation within ten (10) days of this meeting.
- ☐ **STEP 4** - If not resolved at Step 3, DCCU may appeal it to Mediation within ten (10) days from receipt of the written response of the administrator, or 10 days if the College fails to respond, and shall request that the Board of Personnel Appeals appoint a Mediator to the dispute.
- ☐ **STEP 5**: If the Grievance remains unresolved at Step 4, the Grievance, only at the option of DCCU, may be appealed to final and binding arbitration. DCCU will notify the President or designee of its decision to submit the grievance to an impartial arbitrator by providing written notice within 10 days of the conclusion of the Mediation in Step 4.

Within 10 days after written notice of submission to Arbitration, the parties shall attempt to agree upon the selection of an arbitrator. If no agreement is reached, they shall request a list of five (5) arbitrators from the Montana Board of Personnel Appeals (BOPA), unless both parties agree to request a different list. Within 10 days of receipt of the list of arbitrators, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator. The party prevailing in a coin toss shall elect to strike first or allow the other party to strike first.

FORM SUBMITTED BY:**DATE:**

Leave Request/Absence Report

Employee Name: _____

Supervisor Name: _____

Date Submitted: _____

Dates/Times Absent: _____

Reason for Absence (check one)

<input type="checkbox"/>	Personal Leave	Hours _____	
<input type="checkbox"/>	Bereavement	Hours _____	
<input type="checkbox"/>	Sick Leave	Hours _____	
<input type="checkbox"/>	Excused* (<i>professional development</i>)	Hours _____	*The Excused for Professional Development Request must be accompanied with:
<input type="checkbox"/>	Annual Leave (<i>excludes faculty</i>)	Hours _____	• Documentation of event or agenda
<input type="checkbox"/>	Comp Time (<i>classified staff only</i>)	Hours _____	• Request to Attend Conference Form
<input type="checkbox"/>	COVID19	Hours _____	• Travel Voucher
<input type="checkbox"/>	OTHER (please describe, e.g., Jury Duty, etc.)	Hours _____	

For Faculty Only:

Mode of Delivery During Absence (check one)

<input type="checkbox"/>	Moodle
<input type="checkbox"/>	Assignment
<input type="checkbox"/>	Guest Lecturer (<i>indicate guest</i>):
<input type="checkbox"/>	Peer Instructor (<i>indicate instructor</i>):
<input type="checkbox"/>	Test/Quiz (<i>indicate test administrator</i>):
<input type="checkbox"/>	Other (<i>indicate what this will be</i>):

Notes:

(Please indicate if this absence affects all classes or certain classes.)

Supervisor Signature _____

Date _____

Revised 4/01/2020

