

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**GRADUATE EMPLOYEE ORGANIZATION OF
MONTANA STATE UNIVERSITY**

AND THE

MONTANA UNIVERSITY SYSTEM

July 1, 2023 to June 30, 2025

ARTICLE 1 : PREAMBLE.....	1
ARTICLE 2 : CONTRACT MANAGEMENT	1
2.01 ENTIRE AGREEMENT.....	1
2.02 TERM OF AGREEMENT.....	1
2.03 DISTRIBUTION OF CONTRACT	1
2.04 PRINTING COSTS	2
2.05 WAIVER CLAUSE	2
2.06 SEVERABILITY	2
2.07 AMENDMENT	2
2.08 EFFECT BY PASSAGE OF LAW	2
2.09 NEGOTIATIONS AND SUBMISSION OF PROPOSALS.....	3
2.10 REFERENCES	3
2.11 NON-DISCRIMINATION.....	3
2.12 NO STRIKE - NO LOCKOUT	3
2.13 LABOR-MANAGEMENT COMMITTEE	3
2.14 DEFINITIONS.....	4
ARTICLE 3 : UNION RIGHTS	4
3.01 RECOGNITION	4
3.02 MEMBERSHIP DUES.....	4
3.03 DUTY OF FAIR REPRESENTATION.....	5
3.04 INFORMATION AND DATA.....	5
3.05 ORIENTATION.....	5
ARTICLE 4 : UNIVERSITY RIGHTS.....	6
4.01 UNIVERSITY RIGHTS	6
4.02 ACADEMIC DECISIONS.....	6
4.03 PERFORMANCE BY DESIGNEE	7

ARTICLE 5 : MEMBER RIGHTS AND WORKING CONDITIONS.....	7
5.01 SAFE WORKING ENVIRONMENT	7
5.02 INDEMNITY	7
5.03 MEETING ROOMS AND COMMUNICATION FACILITIES	7
5.04 TRAINING	7
5.05 External Employment.....	8
ARTICLE 6 : APPOINTMENT OF GRADUATE ASSISTANTS	9
6.01 ELIGIBILITY	9
6.02 APPOINTMENT	9
6.03 DISMISSAL.....	9
ARTICLE 7 : ACADEMIC FREEDOM AND RESPONSIBILITIES	10
7.01 ACADEMIC FREEDOM.....	10
7.02 PROFESSIONAL RESPONSIBILITIES	10
7.03 MEETINGS WITH UNIVERSITY	10
ARTICLE 8 : COMPENSATION & BENEFITS	10
8.01 COMPENSATION & BENEFIT PROVISIONS.....	10
ARTICLE 9 : TUITION	12
ARTICLE 10 : GRIEVANCE PROCEDURES.....	12
10.01 DEFINITION	12
10.02 GRIEVANCE PROCEDURE	12
10.03 INFORMAL PROCEDURE	13
10.04 FORMAL PROCEDURE	13
10.05 JURISDICTION OF THE ARBITRATOR	14
10.06 DECISION OF THE ARBITRATOR	14
10.07 ENFORCEABILITY	14

10.08 ARBITRATION COSTS 14

10.09 EXCEPTIONS TO TIME LIMITS..... 14

10.10 GRIEVANCES DURING THE SUMMER 14

10.11 EXPIRATION OF AGREEMENT 15

ARTICLE 11 : GRADUATE ASSISTANT FILES 15

11.01 ACCESS 15

ARTICLE 12 : RENEWAL AND REOPENING OF AGREEMENT..... 15

ARTICLE 13 : SCOPE OF AGREEMENT..... 15

ARTICLE 1: PREAMBLE

This agreement covering Montana State University Graduate Assistant positions is entered into voluntarily by the commissioner of higher education as agent for the board of regents of higher education on behalf of Montana State University [hereinafter referred to as "University"] and the Graduate Employee Organization of Montana State University (GEO) affiliated with MFPE [hereinafter referred to as the "Union"]. The parties entered into a Voluntary Recognition of Bargaining Unit and Stipulation of the Parties in November, 2012 "to agree to bargain in good faith," "with a focus reaching a mutually agreeable contract" for Montana State University Graduate Assistants [hereinafter referred to as "GAs"]. The terms and conditions of that Stipulation are attached as Attachment A and are incorporated in this agreement by reference.

The purpose of this agreement is to memorialize a mutually agreeable contract governing the subjects of bargaining as set forth in Title 39, Ch. 31, MCA.

ARTICLE 2: CONTRACT MANAGEMENT

2.01 ENTIRE AGREEMENT

This agreement constitutes the entire negotiated agreement between the parties and supersedes any previous regulations, Graduate Assistant Appointments, previous practices, or policies that are in conflict with the expressed terms of this agreement. This agreement shall constitute the master agreement for all Montana State University Graduate Assistants in the bargaining unit.

2.02 TERM OF AGREEMENT

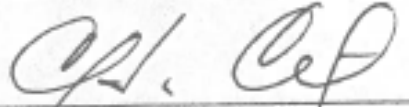
This agreement is effective upon ratification by the Board of Regents and shall remain in full force and effect through the 30th day of June, 2025.

Negotiations on a subsequent agreement shall commence on a mutually agreeable date.

This agreement is entered into on this 9th day of October, 2023.

For the Montana University System

For the GEO



Commissioner of Higher Education



GEO President

Upon final ratification and approval of this agreement a copy will be posted on the Board of Regents website. The Union will prepare and distribute electronic copies and/or hard copies of the agreement to members of the bargaining unit.

2.04 PRINTING COSTS

Costs for printing up to 50 copies of this agreement and all attachments herein shall be shared equally by the parties.

2.05 WAIVER CLAUSE

Regardless of any procedure set forth in this agreement, the signatory parties may mutually agree upon any method for achieving goals; or resolving any question, controversy, claim or matter of difference related to this agreement or the performance or breach of any part thereof. No action taken under the provisions of this section shall constitute a past practice for future negotiations.

2.06 SEVERABILITY

It is understood and agreed by the parties to this Agreement that any provision inconsistent with or contrary to law shall be considered as deleted from the agreement without harm to the remaining provisions of the agreement. If any section of this Agreement or any addendum to it is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section is restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such section.

2.07 AMENDMENT

If a mutually acceptable amendment to this agreement is negotiated by the parties, it shall be written and submitted for ratification by the Board of Regents and the union. When it is ratified by both the BOR and the members of the union, it shall become a part of the agreement.

Changes or additions to this agreement during its term may be negotiated only upon mutual agreement of the parties. Any agreed-to changes or additions shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement. For changes or additions to be effective, they must be set down in writing and approved and signed by the union President and the Commissioner.

2.08 EFFECT BY PASSAGE OF LAW

Any provision of this agreement that is contrary to law, but becomes legal during the life of this agreement, shall take immediate effect upon the enactment of such legislation.

2.09 NEGOTIATIONS AND SUBMISSION OF PROPOSALS

By February 1 (four months prior to the expiration of the Agreement), the parties will exchange lists of new items and of those existing sections they intend to modify, amend, delete, or otherwise change. The scope of bargaining during the initial bargaining session shall be limited to provisions included on the exchange of lists. However, both parties may expand their lists or raise new issues through two subsequent meetings (up to and including the third bargaining session). Nothing in this provision prevents either party from introducing new provisions or proposals after the third bargaining session for reasons that are permissible and in good faith under collective bargaining laws; however, neither party is obligated to agree with a particular proposal.

2.10 REFERENCES

Any references to policies in this agreement shall be a reference to the policy as of the date of ratification of this agreement.

2.11 NON-DISCRIMINATION

The Parties shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, gender identity, sexual orientation, age, marital status, physical or mental disability, national origin, or ancestry.

The exclusive remedy for adjudicating claims of discrimination that are subject to the Montana Human Rights Act shall be the statutory complaint procedures provided for in Title 49, MCA. For all other claims of alleged discrimination, the exclusive remedy for adjudicating disputes shall be the grievance and arbitration provisions of this collective bargaining agreement.

The Parties shall refrain from unfair labor practices, including but not limited to anti-union animus or retaliation for free exercise of rights provided by this collective bargaining agreement. The exclusive remedy for adjudicating disputes over alleged unfair labor practices or discrimination on the basis of protected union activity shall be the statutory complaint procedure of the Board of Personnel Appeals as provided for in Title 39, MCA.

2.12 NO STRIKE - NO LOCKOUT

The parties agree that bargaining unit members shall not engage in any strike, work stoppage, or slowdown; and that the University shall not lockout bargaining unit members during the term of this agreement.

2.13 LABOR-MANAGEMENT COMMITTEE

The parties value a cooperative working relationship as effective in promoting excellence in education. In the interest of cooperation and good communication, the parties agree to establish a labor-management committee consisting of six members / representatives. This committee will meet as necessary to come to consensus on any ongoing concerns. The

union shall appoint three representatives of the union. The University shall appoint three representatives of the University. The committee is encouraged to seek labor-management committee training and develop a committee charter with a structure for meeting agendas, procedures, etc.

2.14 DEFINITIONS

Graduate Assistant [GA] is a graduate teaching assistant, graduate research assistant, or graduate student assistant.

Graduate Teaching Assistant (GTA): a duly enrolled graduate student who is appointed by the Graduate School to perform specific instructional duties in an area of their expertise, most often within their home departments, although qualified GTAs may perform teaching duties in other departments if specified in their Graduate Assistant Appointment.

Graduate Research Assistant (GRA): a duly enrolled graduate student who is appointed to conduct research under the direction of a faculty member and perform such research duties as described in their Graduate Assistant Appointment.

Graduate Student Assistant (GSA): a duly enrolled graduate student who is appointed to conduct similar or identical duties as a GRA and/or GTA.

ARTICLE 3: UNION RIGHTS

3.01 RECOGNITION

The University voluntarily recognizes the Union as the exclusive bargaining representative for all persons in the bargaining unit described in UNIT DETERMINATION NO. 4-2011 as “all graduate teaching assistants (GTA’s) , graduate research assistants (GRA’s), EXCLUDING Professional Engineers (PE), Engineer Interns/In Training (EIT), supervisory-management-administration, faculty (full-time and adjunct), and classified employees”. In addition to that definition the Employer voluntarily agrees that graduate student assistants (GSA’s) are part of this unit.

3.02 MEMBERSHIP DUES

All GAs who are covered by this agreement will have the opportunity to elect to pay Membership Dues.

Each year the amount of the membership dues shall be determined by an independent audit conducted of the MFPE and NEA/AFT/AFL-CIO. By September 1st of each year MFPE will notify the University of the amount to be assessed for membership dues.

The University shall deduct the annual unified membership dues in equal installments for the duration of the contract.

No later than October 1 annually, the University will notify the Union, in writing, of all GAs authorizing the University to deduct annual membership dues. The University shall deduct and transmit the dues (identifying the individual by name and dues deduction amount) to the MFPE Treasurer or its designee. Transmittal must occur on or before the 15th of each month and will reference the prior month.

Disputes concerning the membership dues cannot be processed through the grievance procedure provided for under this Agreement.

The Union agrees to defend and hold the University harmless from any claim or suit filed by a GA arising from the University's deduction of membership dues in compliance with this Agreement.

3.03 DUTY OF FAIR REPRESENTATION

The Union, as exclusive representative of all GAs described in Section 3.01, will represent all such persons fairly whether members or not. No GA shall be required to join the Union, but membership in the Union shall be made available to all who apply, consistent with the Union constitution, bylaws, and policies.

3.04 INFORMATION AND DATA

The Parties shall furnish information necessary for collective bargaining, including data and financial information relevant to negotiating or enforcing the collective bargaining agreement. Voluminous information shall be made available for inspection where it is normally kept or, upon request, shall be provided to the other party at cost.

The University will provide the Union a report of all bargaining unit members two times a year. The Union is to receive the report at least one week before new student orientation in both fall and spring semesters.

The report will typically identify members by name, mailing address, department, phone, email, appointment type, and stipend. Upon request, the University shall provide supplemental information necessary to fulfill the obligations of the Union in fair representation of its members.

3.05 ORIENTATION

Each semester, upon request of the union, the Graduate School will make up to thirty (30) minutes available to the Union during its Graduate Student Orientation.

ARTICLE 4: UNIVERSITY RIGHTS

4.01 UNIVERSITY RIGHTS

The Union recognizes the prerogatives of the University to operate and manage its affairs in such areas as, but not limited to:

- (A) direct GAs;
- (B) appoint, promote, transfer, assign, and retain GAs;
- (C) relieve GAs from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
- (D) maintain the efficiency of government operations;
- (E) determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- (F) take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and
- (G) establish the methods and processes by which work is performed.

4.02 ACADEMIC DECISIONS

The parties further agree that the University retains sole and exclusive control to:

- (A) make all academic judgments concerning:
 - 1. courses, curriculum, and instruction;
 - 2. the content of courses, instructional materials, the nature and form of assignments required including examinations and other work;
 - 3. methods of instruction;
 - 4. class size; and
 - 5. grading policies and practices and assigning grades.
- (B) determine all academic policies, procedures, rules and regulations in regard to the GA's status as students, including, but not limited to, all questions of academic standing, intellectual integrity, and any matter relating to academic progress in a University educational program; and,
- (C) make academic evaluations and determinations of GA's progress as students, including the fulfillment of degree requirements.

The parties agree that no matter related to the academic performance of a student or academic judgment of a University faculty member or administrator may be grieved under this agreement.

4.03 PERFORMANCE BY DESIGNEE

Any responsibility assigned to a specific representative of the university may be performed by a designee of such representative.

ARTICLE 5: MEMBER RIGHTS AND WORKING CONDITIONS

5.01 SAFE WORKING ENVIRONMENT

The University shall provide a safe and effective working environment where GAs are free from abuse, threats, intimidation, bullying, discrimination, or unprofessional behavior. GAs shall notify the University of any safety or health concerns about the working environment and the University will evaluate and, if necessary, institute appropriate remedial action. GAs will follow all safety protocols of the University and also contribute to a safe and effective working environment.

5.02 INDEMNITY

GAs covered by this agreement are entitled to indemnification consistent with the provisions of section 2-9-305, MCA.

5.03 MEETING ROOMS AND COMMUNICATION FACILITIES

The Union may meet in University facilities provided that it follows the same procedures for scheduling meetings and reserving facilities as other campus organizations.

The University's information technology systems (including telephones, computers, email, and Internet) are the property of the University and their use is subject to Board of Regents Information Technology Policy Section 1300 (<http://mus.edu/borpol/bor1300/bor1300.asp>) and the University information technology policies (<http://www2.montana.edu/policy/>).

The University agrees to allow GAs reasonable use of telephones, email, and campus mail and bulletin boards for union-related communications, and the Union agrees that misuse of the University's computing or information resources may result in disciplinary action appropriate to the misuse and subject to just cause.

5.04 TRAINING

GAs covered by this agreement are expected to participate in trainings that directly relate to their duties and responsibilities.

All new GAs are required to attend the following trainings provided by the University:

- Office of Institutional Equity
 - Preventing harassment and discrimination

- Mandatory Reporter
- Safety and Risk Management
 - General safety practices
 - Worker's compensation processes and requirements
- Office of Research Compliance
 - Research and Scholarship Integrity
- Rights and Responsibilities under the Collective Bargaining Agreement
 - Joint training conducted by the Graduate Employee Organization and University Administration

Each department/college may establish other trainings that they will require. These will be provided to new GAs upon acceptance of the assistantships.

New GAs who fail to attend mandatory University trainings may be prohibited from receiving appointments beyond their first year until they have completed the trainings.

Trainings will typically be scheduled for 45 minutes.

In addition to the required trainings GAs will be provided with notifications regarding other training opportunities, such as:

- Counseling and Psychological Services
- The Voice Center
- The Office of Health Advancement

Each of these areas will offer at least one training per semester. Graduate students will have access to the training schedules.

5.05 EXTERNAL EMPLOYMENT

GAs may seek and hold employment outside the University to the extent that the student is legally authorized to work in the United States and that such employment does not represent a conflict of interest as defined by MSU policy. The parties recognize and agree that the GA's first obligation and commitment is to the University. An assistant shall not utilize Montana State University course materials, curricula, facilities (including computers, email, and laboratory equipment), resources, or other materials in non-University employment.

ARTICLE 6: APPOINTMENT OF GRADUATE ASSISTANTS

6.01 ELIGIBILITY

To be appointed and remain eligible for an appointment as a GA, the graduate student must:

- (A) be enrolled and making satisfactory progress toward their degree;
- (B) be a degree-seeking student;
- (C) be in good academic standing;
- (D) meet minimum standards for a graduate appointment as defined by the Graduate School.
- (E) To receive an appointment after the first year, the GA must have attended required trainings (Article 5.04).

6.02 APPOINTMENT

- (A) The Graduate School of the University shall issue a Graduate Assistant Appointment to each GA appointed. This agreement will specify effective dates, Appointment title, stipend rate, and average hours per week. Assignments may be changed at the discretion of the University with notice to the GA.
- (B) The Parties recognize and agree that GAs are appointed at the discretion of the University and acknowledge not all graduate students will be appointed as GAs. The University will not assign GAs to perform any duties that are not related to official university business.
- (C) In the event of circumstances resulting in the withdrawal or reduction of an appointment of any GA who is fully enrolled, the union shall be notified concurrently with the employee.
- (D) The Appointment shall be based on the estimation of the amount of time it should normally take to perform the assigned duties. It is expected that a GA appointed at .475 FTE will normally devote an average of 19 hours per week (inclusive of all duties associated with the Appointment such as preparation time, grading and office hours) over the course of the full Appointment period.
- (E) The Appointment of a GA will begin on the date specified in the GA Appointment and will end on the date specified in the Appointment.
- (F) GTAs may be an Instructor-of-Record for a maximum of one course per academic term

6.03 DISMISSAL

No GA shall be dismissed within the period of Appointment without just cause.

ARTICLE 7: ACADEMIC FREEDOM AND RESPONSIBILITIES

7.01 ACADEMIC FREEDOM

GAs are entitled to the same academic freedom as is granted to faculty according to Board of Regents Policy 302 – Academic Freedom.

7.02 PROFESSIONAL RESPONSIBILITIES

All members of the university community are expected to relate in a professional manner. It is the responsibility of the University and the GAs to ensure that members of the university community are free from abuse, threats, intimidation, bullying, discrimination, or unprofessional behavior.

7.03 MEETINGS WITH UNIVERSITY

A GA shall be entitled to have a union representative present during any required meeting before the University or its agents concerning any matter which could adversely affect the conditions of the GA's Appointment. The University shall give the GA adequate prior written notice of the reason for such a meeting and of the right to union representation.

The Union may not participate in any meeting that relates solely to the academic performance of any GA as a graduate student, even if the academic decision may result in a change of eligibility for appointment as a GA.

ARTICLE 8: COMPENSATION & BENEFITS

8.01 COMPENSATION & BENEFIT PROVISIONS

Effective upon the date of approval of this agreement by the Board of Regents:

(A) Stipend floors:

Effective July 1, 2023, The minimum allowable stipend for all GAs in the bargaining unit who are appointed at a 0.475 FTE will be \$3,800 per AY semester. GAs appointed at a lower FTE will receive a pro-rated stipend.

Effective July 1, 2024 the minimum allowable stipend for all GAs in the bargaining unit who are appointed at a 0.475 FTE will be \$4,300 per AY semester. GAs appointed at a lower FTE will receive a pro-rated stipend.

(B) Additional Payment:

Each GA will receive an additional payment to defray costs including, but not limited to, living and healthcare costs.

Effective July 1, 2023, the University will provide an additional payment as follows.

For Graduate students in their first five (5) AY semesters, as a registered, degree seeking, graduate student at Montana State University, the amount will be \$910 per AY semester, for the term of this contract. This applies only to the Academic Year semesters.

For Graduate students in their sixth (6th) or greater AY semester, as a registered, degree seeking, graduate student at Montana State University, the amount will be \$1,160 per AY semester, for the term of this contract. This applies only to the Academic Year semesters.

Effective July 1, 2024, the University will provide an additional payment as follows.

For Graduate students in their first five (5) AY semesters, as a registered, degree seeking, graduate student at Montana State University, the amount will be \$945 per AY semester, for the term of this contract. This applies only to the Academic Year semesters.

For Graduate students in their sixth (6th) or greater AY semester, as a registered, degree seeking, graduate student at Montana State University, the amount will be \$1,195 per-AY semester, for the term of this contract. This applies only to the Academic Year semesters.

Effective Summer Session 2024, if a Graduate student is appointed to a summer assistantship, they will receive a summer additional payment of $\frac{2}{5}$ the amount they would have received in the prior AY semester.

(C) Stipend Increase:

Effective July 1, 2023 all current GRA, GTA, and GSA stipends will increase \$500 per AY semester over Fall Semester 2022 stipends. GAs appointed at a lower FTE will receive a pro-rated stipend.

Effective July 1, 2024 all GRA, GTA, and GSA stipends will increase \$500 per AY semester over Fall Semester 2023 stipends. GAs appointed at a lower FTE will receive a pro-rated stipend.

All GAs will continue to be entitled to worker's compensation benefits as outlined in the MUS Worker's Compensation program.

ARTICLE 9: TUITION

Tuition levels for all Graduate Assistants who are appointed on an Assistantship shall be set at 100% of resident tuition in accordance with Board of Regents Policy 940.31.

ARTICLE 10: GRIEVANCE PROCEDURES

10.01 DEFINITION

A grievance is any dispute regarding the misapplication and/or misrepresentation or violation of a provision of this agreement by the University administration alleged by a bargaining unit member and/or group of bargaining unit members and/or by the Union on its own behalf.

10.02 GRIEVANCE PROCEDURE

The Commissioner, the University administration and the Union agree that they will use their best efforts to encourage the informal and prompt settlement of grievances that may arise among the Union, its members, the University administration and/or the Commissioner.

The orderly process hereinafter set forth will be the method used for the resolution of all grievances. However, GAs who file complaints alleging unlawful discrimination or other unlawful conduct under administrative, state or federal complaint procedures may not also utilize this method to resolve grievances over the same matter(s) and the University administration and Commissioner shall be under no obligation to process any such grievances that may be filed.

Also, GAs may not use this procedure for complaints related to their academic performance, academic assignments, disputes with faculty that relate to their academic responsibilities as a graduate student or the application of any university rules governing graduate students.

The University administration and the Union shall each appoint one official grievance officer and shall notify the other party of the appointment within one (1) month of the date of final ratification of the Agreement. The University grievance officer shall be housed in Human Resources.

10.03 INFORMAL PROCEDURE

Any GA may present and discuss his/her grievance with their immediate supervisor and/or department head with or without a representative of the Union. Similarly, a representative of the Union may present and discuss a grievance with the University administration on behalf of any GA or group of GAs. Any settlement, withdrawal or disposition of a grievance at this informal stage shall not constitute a binding precedent in the settlement of similar grievances.

10.04 FORMAL PROCEDURE

A grievance must be filed by a GA or the Union within thirty (30) calendar days from the date the grievable event was determined. Any grievance not processed in accordance with the time limit specified herein shall for the purposes of this Agreement be deemed null and without further recourse.

- (A) Step One. The grievance must be stated in writing setting forth the specific complaint including the sections of this Agreement allegedly violated and the remedy requested. All grievances shall be filed with the designated Grievance Officers who will assure that timelines are met and the proper individuals are notified. Within twenty (20) days of the receipt of the grievance, both grievance officers shall meet jointly with the grievant and, if they wish, a representative of their choosing for the purpose of discussing the grievance. The Administration grievance officer shall, within twenty (20) days after the grievance meeting, issue a decision with reasons in writing to the grievant and the Union.
- (B) Step Two. If the grievance has not been settled at Step One, the grievant or the Union may submit the grievance in writing to the President together with a copy of the decision of the grievance officer no later than ten (10) calendar days after receipt of the written decision of the grievance officer or the expiration of the time limits for making such decision. The President shall issue a decision with reasons in writing to the grievant and the Union within twenty (20) calendar days after the receipt of the grievance.
- (C) Step Three. If the grievance has not been settled at Step Two, the grievant or the Union may submit the grievance in writing to the Commissioner together with a copy of the decision of the President no later than ten (10) calendar days after the receipt of the written decision of the President. The Commissioner or his/her designee shall issue a decision with reasons in writing to the grievant and the Union within twenty (20) calendar days after the receipt of the grievance.
- (D) Step Four. If the grievance has not been settled at Step Three, the Union may request arbitration by giving written notice to that effect to the Commissioner no later than ten (10) calendar days after the receipt of the written decision of the Commissioner. Upon receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to provide a list of five names. The Union's representative and the Commissioner or his/her designee shall alternately strike the name of an arbitrator until one name remains; that person shall be designated the arbitrator. The determination of which party shall strike the first

name shall be made by agreement of the parties, or if no agreement is reached, by the flip of a coin. The parties may select a person to serve as arbitrator in a different manner if mutually agreed upon.

10.05 JURISDICTION OF THE ARBITRATOR

If there are questions of arbitrability, the arbitrator shall first decide all procedural arbitrability issues. If the arbitrator determines that the grievance is valid, the parties shall select another arbitrator using the process outlined above to review the substantive issues related to the grievance.

No decision of the arbitrator can change the terms and conditions of this Collective Bargaining Agreement or violate the policies of the University or state or federal laws.

10.06 DECISION OF THE ARBITRATOR

The arbitrator shall consider the grievance and render a decision within 30 days of the hearing or final submission of briefs, whichever is later. The arbitrator's decision shall be final and binding upon the parties.

10.07 ENFORCEABILITY

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. The parties shall be bound by those provisions of state law regarding procedure following an award (27-5-311 through 27-5-324, MCA) not inconsistent with this agreement.

10.08 ARBITRATION COSTS

The fees and expenses of the arbitrator shall be shared equally by the parties. If one 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.

10.09 EXCEPTIONS TO TIME LIMITS

The time limits provided in this article shall be strictly observed unless extended by written agreement of the parties.

10.10 GRIEVANCES DURING THE SUMMER

When a grievance is submitted between the end of the spring semester and beginning of

the fall semester, time limits shall consist of all week days, so that the matter may be resolved as soon as possible thereafter.

10.11 EXPIRATION OF AGREEMENT

Notwithstanding the expiration of this agreement, any claim or grievance may be processed through this grievance procedure until resolution.

ARTICLE 11: GRADUATE ASSISTANT FILES

11.01 ACCESS

Access to a GA's files shall be limited to the GA, the University, and the Union. Union access will be granted, in writing, by the GA. GA's have the right to review and photocopy the contents of their GA files. No secret, alternative or duplicate file shall be kept by University.

Educational records will be maintained in the department and college separate from the files pertaining to the GA appointment and will be subject to the requirements of the federal and state laws governing educational records.

No material shall be placed in the GA's file without the GA's prior knowledge. Before placement of any material that is derogatory in nature in the file, the employee shall be supplied a copy of the material and allowed five working days to respond.

Any derogatory material not shown to a GA may not be used by the University as evidence in any disciplinary action or grievance. If any written discipline is issued, the disciplinary letter will be removed from the file after one year if the GA has not been subject to further discipline

ARTICLE 12: 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 February 1, four (4) months 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. In the event a successor agreement is not agreed upon before the termination date of this agreement, all provisions of this agreement shall remain in full force and effect until an agreement is reached.

ARTICLE 13: SCOPE OF AGREEMENT

The University and the Union acknowledge that this agreement represents the entire

agreement between the parties. No past practice, course of conduct or understanding prior to the date of ratification which varies, waives or modifies any of the express terms or conditions contained herein shall be binding on the parties unless made and executed in writing by the parties.