AGREEMENT

between the

STATE OF MONTANA

DEPARTMENTOF REVENUE

LIQUOR WAREHOUSE

and the

MONTANA PUBLIC EMPLOYEES ASSOCIATION

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between the
STATE OF MONTANA
DEPARTMENTOF REVENUE
LIQUOR WAREHOUSE
and the
MONTANA PUBLIC EMPLOYEES ASSOCIATION

PREAMBLE

THIS AGREEMENT made and entered into this 30 day of August, 2013, by and between the State of Montana, Department of Revenue, Liquor Warehouse, (hereinafter referred to as the "EMPLOYER) and the Montana Public Employees Association (hereinafter referred to as the "ASSOCIATION") for the purpose of promoting and improving understanding between the Employer, its employees, and the Association, relative to: Employer-employee relationships; conditions of employment; and to provide a means of amicable and equitable adjustment of any and all differences or grievances which may arise.

ARTICLE 1
RECOGNITION

Section 1. The Employer recognizes the Association as the sole bargaining agent for employees working in the Liquor Warehouse as listed by classification in Addendum "A" attached.

Section 2. All employees covered by this Agreement shall be classified according to the Blue Collar Plan. When new classifications are being created or reclassifications are necessary, the Union will be notified so that they may offer suggestions regarding new or changed classifications.

Section 3. Availability of Association Membership: The parties agree that membership in the Association is available to all employees.

Section 4. Agency Shop: No employee in a bargaining unit shall be required to become a member of the Association as a condition of employment. Each employee shall have the right to join, not join, maintain, or drop Association membership. Membership in the Association shall be separate, apart, and distinct from assumption by each employee of his/her equal obligation to support the financing of the cost of collective bargaining from which the employee receives benefits equal to those received by Association members. It is recognized that the Association is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. Inasmuch as the terms of this Agreement have been made for all employees in the bargaining unit, and all employees derive benefits thereunder, it is fair that each employee in the bargaining unit

assume his/her fair share of the obligation along with the grant of equal benefits contained in this Agreement. All employees covered by the terms of this Agreement shall within 30 days of the signing of this Agreement, or within 30 days of employment, whichever is later, pay dues or the representation fee to the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after receipt of written notice of default by the Union. The Union may make written notice of default and demand for discharge after the 30-day period specified above. The Employer shall initiate appropriate discharge actions under this Section to insure discharge of the affected employee(s) on the 30th day from receipt by the Employer of the Union's written notice of default and demand for discharge. The Union will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

Section 5. Part-time and temporary employees will be considered for hire to a permanent position before the hiring of any other personnel.

Section 6. The Employer agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement, and dues providing such assignments can be grouped and the total made payable to one assignee.

Section 7. The Association agrees to indemnify and hold harmless the Employer for any loss or damages arising from the operation of Article 1, Section 6. It is also agreed that neither any employee nor the Association shall have any claim against the Employer from any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Employer within 60 calendar days after the date such deductions were or should have been made. This clause shall not be construed as relieving management of liabilities for the adjustment of management error.

Section 8. The Association shall provide the Employer with the names, addresses and telephone numbers of the Association officers and Association steward within 10 days of any changes in the holders of Association offices and/or the Association stewardship.

ARTICLE 2
EMPLOYMENT POLICY

Section 1. Probationary Period

A. The Employer shall utilize the six (6) month probationary period for new hires to determine the individual's competency in any position covered by this Agreement.

B. At any time during the probationary period following initial employment an employee may be dismissed from service after being given one full working day of notice prior to the effective date of separation. Such dismissal shall be without recourse to the grievance procedure unless there has been a violation of this Paragraph.

C. Reason for the dismissal shall be in writing and a copy given to the employee.
D. Should any employee be laid off, he or she will be eligible for consideration for rehire providing the employee has filed an application for rehire within 20 working days of the date of layoff. The application must be submitted at the Department of Revenue Personnel Office.

ARTICLE 3
SENIORITY

Section 1. The Employer shall use the factors of experience, qualifications, capabilities and seniority in awarding promotions to employees when filling newly created or vacated positions. Where two or more candidates for a position are determined to be equivalent in experience, qualifications and capabilities, then the more senior shall be appointed. It is the intention of the parties to this Agreement that preference in promotions shall be granted to persons already employed.

Minimum qualifications for new positions shall be furnished in writing to the Association by the Employer. If such qualifications include possession of a high school diploma, qualifying experience shall be considered an equivalent. If there is a difference of opinion regarding the qualification of an employee, the employee affected may proceed in accordance with the grievance procedures as outlined in Article 10 hereof.

Section 2. Lay-offs caused by reduction in force shall be in order of seniority; that is, the employee last hired shall be the first released except when there is no available qualified personnel left to carry out the work in a class, in which case management can retain a qualified person with less seniority. Employees who are scheduled to be released shall be given at least 10 working days notice. All recalls to employment shall likewise be in order of seniority; that is, the last employee released as a result of reduction in force shall be the first rehired when the Employer needs additional employees. The Employer shall notify such employees to return to work and furnish the Association a copy of such notification; and if the employee fails to notify the Employer in writing within 5 calendar days of his/her intention to return to work, such employee shall be considered as having forfeited his/her right to re-employment.

Section 3. Seniority shall be computed from the date the employee began regular uninterrupted service with the Employer within the bargaining unit.

Section 4. Employees whose seniority dates are the same shall have their respective seniority rank determined alphabetically by last name, first name, and then middle initial.

Section 5. Within 30 calendar days after the date of signing this Agreement, the Employer shall prepare and furnish to the Association sufficient copies of a seniority roster of all employees hereunder, so that the Association may distribute them to its members.

A. Such roster shall at least include: numerical seniority rank assigned; name of each employee, and seniority date.

B. Such roster shall be revised every six months if necessary.

C. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made.

Section 6. Seniority shall be broken by discharge for cause or voluntary termination, lay-off which exceeds six calendar months, or leave without pay which exceeds six calendar months.

ARTICLE 4
NON-DISCRIMINATION

Section 1. No employee shall be discharged or discriminated against by the Employer for upholding Association principles or working under the instruction of the Association, as long as such activity does not interfere with the efficient operation of the Warehouse.

Section 2. In accordance with the provisions of Title 49, Chapter 3, M.C.A., the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees on the basis of merit and qualification, without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, or ancestry. Employers may not enter into any benefit plans such as retirement, pension, or insurance plans which may be construed as subterfuges to evade the purpose of the act. Furthermore, the Employer may enter into bona fide seniority systems that are not so structured so as to perpetuate any past discriminatory practices that may have existed.

ARTICLE 5
HOLIDAYS

Section 1. Employees shall be granted the following holidays without loss of pay:

New Year's Day	January 1
Martin Luther King, Jr.	3rd Monday of January
Lincoln's and Washington's Birthdays	February 12
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
State General Election Day	Even-numbered years

Section 2. All holidays listed in Section 1 above will be granted to all employees. Holidays falling on a Sunday shall be celebrated on the following Monday and holidays falling on a Saturday shall be celebrated on the preceding Friday.

Section 3. Part-time and temporary employees shall receive holiday benefits on a pro rata basis.

Section 4. Employees will receive pay for holidays that fall during leave. Such days will not be charged to leave.

Section 5. Any employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sunday, shall be entitled to receive a day off either on the day preceding or the day following the holiday, whichever allows a day off in addition to the employee's regularly scheduled days off.

Section 6. Employees required to work on a holiday will be paid one and one-half times their regular rate of pay for that day. An additional day will be granted in lieu of the holiday worked for which the employee may elect to receive one of the following:

1. Pay at his/her regular rate.
2. An additional day of rest which must be taken by the following June 30.

Section 7. Since the scheduling of holiday work is accomplished in advance the employee must make the above election prior to commencing work on the holiday for which he/she is scheduled.

ARTICLE 6
LEAVE

Section 1. Sick Leave: Shall be as per State law.

Section 2. Abuse of sick leave is cause for dismissal.

Section 3. Maternity leave shall be per State law.

Section 4. Workers' Compensation benefits shall be as per State law.

Section 5. Annual Vacation Leave

A. Employees will earn vacation days in accordance with State statute by the following schedule computed from the date of employment.

   1. One year through 10 years of employment, the employee shall earn 15 working days of vacation leave.

2. Over 10 years through 15 years of employment, the employee shall earn 18 working days of vacation leave.

3. Over 15 years through 20 years of employment the employee shall earn 21 working days of vacation leave.

4. Over 20 years of employment the employee shall earn 24 working days of vacation leave.

B. Vacations shall be scheduled with the supervisor sufficiently in advance so that the Employer will be able to control the work flow and scheduling of work assignments. The Employer shall attempt to grant vacation when requested, however, if operations would be impaired, then the Employer may refuse to grant vacation at the time requested. Preference on vacations shall be scheduled by seniority rank between January 1st and April 1st of each year. Vacations scheduled after April 1st shall be granted on a first come, first served basis. Exceptions to scheduling of vacations may be granted for requests of three days or less.

Section 6. Military leave shall be as per State law.

Section 7. Jury Service shall be as per State law.

Section 8. Leave Without Pay: The Employer agrees to follow the Department's policy for members of this bargaining unit.

Section 9. Unauthorized Leave

A. Whenever an employee is absent from work without a reason or permission; he/she may be placed on temporary suspension without pay for not more than three days. The employee's supervisor must recommend dismissal or reinstatement within 24 hours of the suspension. Unauthorized leave will be deducted from pay.

B. The employee may have justification; if so, he/she must state this to his/her supervisor in writing. Upon the approval of the supervisor, unauthorized leave may be charged to vacation earned or as a deduction from pay by request of the employee.

C. Management may approve up to a maximum of three employees for time off during a holiday week if it does not impair the workload.

ARTICLE 7
HEALTH, SAFETY, AND WELFARE

Section 1. Health and/or Accident Insurance - The Employer shall contribute towards the provision of such insurance at the statutory rate.

Section 2. Unemployment Insurance - The Employer agrees that all employees assigned to the classifications listed in Addendum "A" of this Agreement will be covered by unemployment insurance effective at the time provided by State law.

Section 3. The Employer will ensure that first aid kits are maintained in each work area.

ARTICLE 8
JOB POSTING

Section 1. When a new position is created or a vacancy occurs in any existing position, the Employer shall forthwith prepare and post in places to be agreed upon by the Employer and the Association a bulletin stating:

> Location and title of position to be filled, the appropriate salary; a listing of the principal duties of the position; minimum qualifications; assigned hours of service; assigned days of rest; whether the position is permanent or temporary; if temporary, how long it is probable the position will continue; the starting date of the assignment; last date when application will be received and accepted; and with whom the applications shall be filed.

Section 2. The Employer shall designate no less than 10 working days in which positions will be posted for bid and advertised.

Section 3. Positions shall be filled in accordance with Article 3 - Seniority, Section 1 of this Agreement.

Section 4. Promotional salary increases will be in accordance with the Blue Collar Classification and Pay Plans.

Section 5. When a senior employee, who has applied for a vacant position, is not assigned thereto, he/she shall, upon written request, be entitled to be advised in writing of the reason he/she did not receive the assignment. If not satisfied with the reason stated for not receiving the assignment, he/she may utilize the Grievance Procedure as outlined in Article 10 of this Agreement.

Section 6. Upon an employee receiving a promotion to a higher classification, a period of six months shall be designated as a "probationary period" for the purpose of determining the employee's competency in the higher classification. During the probationary period, the Administrator or his/her appointee, through the employee's immediate supervisor will conduct formal counseling sessions to inform the employee of this performance and methods of improvement, if needed.

A. Should the Employer determine, during the probationary period that the employee is not performing satisfactorily in the higher classification the employee may be demoted to his/her formerly held position and salary. The employee shall be informed in writing from the Employer as to the reason for the demotion. The employee affected has the

right to invoke the Grievance Procedure should he/she feel the demotion is not justified.

B. Should the employee satisfactorily complete the probationary period, he/she shall be considered in permanent status in the higher classification.

C. During the probationary period, should the employee feel, for any reason, he/she does not want to continue employment in the higher classification, he/she may return to his/her formerly held position and salary.

ARTICLE 9
WORKING CONDITIONS

Section 1. Work day and work week shall be as per State law.

Rest periods - All employees shall be granted a 15-minute rest break during the first four hours of the shift and another 15 minute rest period during the second four hours of the shift. Employees who work 10-hour shifts will be granted one 20-minute rest period during the first five hours of the shift and another 20-minute rest period during the second five hours of the shift.

Section 2. Work Rules

A. The Employer agrees to furnish each employee hereunder with a copy of all existing work rules as soon as possible after the effective date of this Agreement and also agrees to furnish each employee with a copy of any changes within 10 days after they become effective. New employees shall be provided with a copy of the rules at time of hire.

B. Changes in existing work rules shall become effective upon posting and discussion of the rules with the employees.

C. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

Section 3. Separation - Employees who terminate their service will be furnished, upon request, a letter stating their classification, length of service, and reason for leaving.

Section 4. Past Practice - It is understood and agreed that no employee shall suffer a reduction in wages, working conditions, or other benefits previously enjoyed because of the adoption of this Agreement, except where such reduction is in compliance with statutory provisions, or unless provided for in this Agreement.

Section 5. Bulletin Board - Employer agrees to furnish the Association a reasonable amount of space for the posting of authorized Association material.

Section 6. Personal Property - When caused as a result of employment, and not as a result of employee negligence, the Employer will provide just compensation for destruction of clothing or personal property necessary in the performance of duty upon the incident having been reported to the employee's immediate supervisor prior to the end of the shift during which the incident occurred and claim being made to local management within 72 hours.

ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Departure from the established procedure by any Association member shall automatically nullify recourse through the grievance procedure.

Section 2. Departure from the established procedure by the Employer at any step shall cause the grievance to automatically proceed to the next step.

Section 3. Any grievance or dispute, hereinafter referred to as grievance, which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1 - The employee, with or without the Steward present, shall take up the grievance with the employee's Supervisor within two working days. The Supervisor shall attempt to adjust the matter and respond in writing to the employee and Steward within five working days.

Step 2 - If such grievance cannot be adjusted in this manner, it shall be presented in writing to the Liquor Division Administrator within three days. The Liquor Division Administrator shall respond within seven working days of receipt of the written grievance. The written grievance shall state the name of grievant, date of occurrence, a statement of the cause, the articles of the contract violated, the proposed remedy, and dated and signed by the grievant.

Step 3 - If such grievance cannot be adjusted in this manner, it shall be presented to the Department Director within three days. The Department Director shall respond within 15 working days of receipt of written grievance.

Step 4 – Arbitration - Should the aggrieved employee and the Association consider the reply of the Director of Revenue to be unsatisfactory, the Association shall, within five working days of the receipt of the reply, notify in writing, the Administrator and the Director of Revenue of its intention to refer the grievance to arbitration. Thereupon, within 10 working days after such written notice is delivered to the Director of Revenue, the State and the Association shall jointly request the Board of Personnel Appeals, Department of Labor and Industry, State of Montana, to provide both parties with an identical list of names and addresses of five persons who have indicated a desire to provide services as Arbitrators. The Association and the State shall within three working days of receipt of such lists, meet, and by

alternately striking names from the list, select the Arbitrator by requesting the services of the last name remaining on the list.

The Arbitrator so chosen will be contacted by the parties within two working days and requested to start proceedings at his/her earliest possible date. During the proceedings the Arbitrator shall be provided with all evidence thus far obtained and shall hold a hearing to determine facts.

The Arbitrator shall be requested to render a decision within 30 calendar days and such decision shall be final and binding upon both parties. The Arbitrator shall have no authority to alter in any way the terms of this Agreement. The Arbitrator shall notify both parties of his/her decision in writing.

Expenses for the Arbitrator's services shall be borne equally by the Employer and the Association.

It is understood by both parties to this Agreement that an appointed authority may replace any titled position in the above stated grievance procedure, providing that such appointment has full authority to act in the capacity of the person being replaced.

ARTICLE 11
NO STRIKE - NO LOCKOUT

Section 1. The Association and the Employer agree that there will be no stoppage of work or lockout during the term of this Agreement.

ARTICLE 12
COMPENSATION

Section 1. Salaries and Wages - Conditions relative to the governing wages or salaries and extraordinary pay rates are contained in Addendum "A" to this Agreement, which is attached and by this reference made a part hereof as though fully set forth herein.

Section 2. Overtime (Pursuant to Section 39-3-405, M.C.A.)

A. Employees required to work in excess of ten hours (or more through mutual agreement) in any 24-hour period, or in excess of 40 hours in any week, will be compensated at the rate of one and one-half times their normal rate of pay for additional time worked. An alternate work week may be assigned for as long as the parties mutually agree.

B. No overtime shall be worked, except in case of emergency, without the approval of proper authority. Scheduled overtime shall be limited to three hours per shift unless otherwise agreed.

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

D. Overtime shall be paid in half-hour increments. For example:

0 to 30 minutes = ½ hour 31 to 60 minutes = 1 hour

E. Overtime work shall be offered to employees in order of seniority beginning with the most senior. If employees with the most seniority refuse the opportunity to work the overtime the least senior employee will be assigned the duties.

F. The Association and Management are not in favor of overtime, and nothing in this Section shall be construed as encouraging such procedure.

G. When computing overtime, holidays, sick leave, or vacation time taken during the work week will be considered as time worked.

Section 3. Call-Outs

A. For each and every call-out compensation will be for a minimum of three hours. All compensation for call-outs will be at a rate equal to one and one-half times regular pay.

B. The actual time spent in travel to and from the job during a call-out will be considered as time worked and shall be considered as part of the three hour minimum call-out.

Section 4. Provisional Assignment

A. Provisional assignment shall be governed by the following compensation policies:

1. Provisional Assignment means a temporary assignment of a permanent employee to fill a position, more than three consecutive 10 hour days, while the employee assigned to the position is absent (such as sick leave, vacation, leave of absence, etc.). An employee assigned to a position of higher salary, shall receive the higher salary while performing the duties of such position beginning the fourth day.

2. If the position is in a classification of the same or of a lower salary grade, the employee shall continue to be paid his/her basic salary rate.

B. An employee on a provisional assignment shall not achieve permanent status in the higher class and upon termination of the provisional assignment shall resume his/her permanent position and salary.

C. Provisional appointments must be requested by the employee's Supervisor and approved in advance by the Administrator or one appointed to act in his/her behalf.

ARTICLE 13
RIGHTS OF MANAGEMENT

Section 1. The Employer reserves those rights provided by Section 39-301-303, M.C.A. In addition, the parties to this Agreement wish to specifically recognize the following Management rights:

A. 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 non-productive;
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;
7. establish the methods and processes by which work is performed.

ARTICLE 14
LABOR/MANAGEMENT COMMITTEE

Section 1. The Employer and the Association agree to the establishment of a Labor/Management Relations Committee. The purpose of this Committee is to discuss any item of concern to either party and to improve communications between the Employer and the members of the bargaining unit.

Section 2. The Committee will consist of two employees from the unit and two from Management, one whom does not work in the Liquor Warehouse Bureau.

Section 3. The Committee shall meet at a mutually agreed time. Meetings will normally be held during working hours.

Section 4. Five working days prior to the agreed meeting time each party shall provide the other with a list of items to be discussed. This requirement may be waived by mutual agreement.

Section 5. After each meeting, the Committee will jointly outline the topic discussed, list any suggestion given to correct the problem, and indicate areas of consensus and disagreement. The report will be sent to the Administrator of the Liquor Division.

ARTICLE 15
SAVINGS CLAUSE

Section 1. Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 16
WAIVER CLAUSE

Section 1. During the term of this Agreement and any extensions hereof, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so by the express terms of this Agreement.

ARTICLE 17
TERM AND MODIFICATIONS OF BASIC AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2013, and shall remain in full force and effect until the 30th day of June 2015. Either party may notify the other in writing at least 60 days prior to the anniversary date that they desire to modify or renew this Agreement. When such notice is given, negotiations shall begin not later than 30 days prior to the anniversary date. When such notice is given by the Association, it shall be given to the Chief, State Office of Labor Relations.

Neither party to this Agreement shall make unilateral changes in the terms of the basic Agreement pending the settlement of the outstanding differences through mutually agreeable procedures.

DATED this 30 day of August, 2013

FOR: STATE OF MONTANA

State Human Resources Division

Mike Kadas, Director
Department of Revenue

FOR: MONTANA PUBLIC EMPLOYEES ASSOCIATION

Quinton E. Nyman, Executive Director
MPEA

Representative
MPEA

Bargaining Unit Member

ADDENDUM A

Liquor Warehouse - Montana Public Employees Association

Section 1. The wage rates and working conditions set forth herein are a part of the certain Agreement between the State of Montana and the Montana Public Employees Association, Liquor Warehouse and dated July 2013.

Section 2. Classifications and base hourly wage rates covered by this Agreement.

Grade	Description	2009/ 2010 Hourly Wage	7/1/13-10/31/14 + $0.92	11/1/14-6/31/15 + $0.97
B6 (90%)	Warehouse worker - short-term hire	$15.23	$16.15	$17.12
B6	Warehouse worker - Seasonal	$16.92	$17.84	$18.81
B7	Warehouse Worker	$17.38	$18.30	$19.27
B8	N/A	$17.84	$18.76	$19.73
B9	Lead Warehouse Worker	$18.31	$19.23	$20.20
B10	Foreman In Training	$18.77	$19.69	$20.66
B11	Foreman	$19.23	$20.15	$21.12

Section 3. New employees hired shall be paid at 90% of the applicable rate in effect for the first six months of their employment.

Grade	90%
B6	$15.23
B7	$15.64
B8	$16.06
B9	$16.48
B10	$16.89
B11	$17.31

Section 4. In addition to the wage schedule above, each employee who has completed 5 years of uninterrupted State service will receive 1.5% of the employee's base salary multiplied by the number of completed, contiguous five-year periods of uninterrupted State service. Beginning October 1, 1999, in addition to the 1.5% for every five years noted in the preceding sentence, each employee who has completed 15 years of uninterrupted State service or completed 20 years of uninterrupted State service will receive an additional 0.5% of the employee's base salary for each of those two increments of additional five years of uninterrupted service.

Section 5. Should Section 2-18-303 M.C.A. be amended to permit wage increases the parties agree to negotiate the application of that amendment.

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TABLE OF CONTENTS

Article		Page
ARTICLE 1	RECOGNITION	2
ARTICLE 2	EMPLOYMENT POLICY	3
ARTICLE 3	SENIORITY	4
ARTICLE 4	NON-DISCRIMINATION	5
ARTICLE 5	HOLIDAYS	5
ARTICLE 6	LEAVE	6
ARTICLE 7	HEALTH, SAFETY, AND WELFARE	7
ARTICLE 8	JOB POSTING	8
ARTICLE 9	WORKING CONDITIONS	9
ARTICLE 10	GRIEVANCE AND ARBITRATION PROCEDURE	10
ARTICLE 11	NO STRIKE - NO LOCKOUT	11
ARTICLE 12	COMPENSATION	11
ARTICLE 13	RIGHTS OF MANAGEMENT	13
ARTICLE 14	LABOR/MANAGEMENT COMMITTEE	13
ARTICLE 15	SAVINGS CLAUSE	14
ARTICLE 16	WAIVER CLAUSE	14
ARTICLE 17	TERM AND MODIFICATIONS OF BASIC AGREEMENT	14
ADDENDUM A		15