

## Memo

To: Board of Regents  
From: Kevin McRae, Director of Labor Relations and Human Resources  
Date: August 26, 2010  
Re: **Item 148-102-C0810**

I recommend approval of the following labor agreement between the Montana University System and the International Union of Operating Engineers.

The agreement covers approximately four employees in the Bozeman mechanic shop.

The agreement includes a two-year salary freeze through June 30, 2011.

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Tentative Agreement  
between the  
Montana University System  
and the  
International Union of Operating Engineers

The following revisions shall be incorporated into the collective bargaining agreement:

1. Title page:

International Union of Operating Engineers Local #400 For ~~Motor Pool~~ Mechanic Shop Employees at Montana State University

July 1, 20079 to June 30, 200911

2. 6.5 – Insurance Coverage

The employer contribution to health insurance for eligible employees shall be \$~~590~~679 per month effective July 20079 and \$~~626~~733 per month effective July 200810 in accordance with state statute.

3. 11.1(C) – Seniority

Seniority shall be the controlling factor in selection of employees for layoff within each classification. Whenever possible, the employer shall give affected employees and the bargaining agent at least thirty (30) calendar days notice of anticipated layoffs. As an exception for the biennium ending June 30, 2011, the employer shall provide thirty (30) days' notice of anticipated layoff instead of ten (this exception of 30 days expires June 30, 2011 and does not extend beyond that date unless mutually agreed upon by the parties).

4. 11.25 – Bargaining Unit Work

~~The Employer's Managers shall not perform bargaining unit work or assign unit work to employees outside the unit beyond the degree such work was performed by managers or non-unit employees as of June 2005 without first bargaining the subject with the union. The tool room check in/check out duties are not the~~

exclusive work of the Operating Engineers bargaining unit, therefore, can be assigned to other employees on campus. The scope of this agreement covers mechanical maintenance of the Motor Pool fleet, and major mechanical work on vehicles, trucks, trailers, implements, large and small maintenance equipment, and tools. Washing and cleaning of the Motor Pool fleet is primarily the responsibility of this bargaining unit, except when bargaining unit members are unavailable.

5. 14.1 – Term

This contract shall be in full force and effect from the date of ratification to and including June 30, 2009~~11~~, and shall be considered as renewed from year to year thereafter unless either party to this agreement notifies the other party, in writing, in accordance with the following negotiations schedule, of its desire to modify or terminate this agreement.

14.2 Negotiations Schedule

Either party desiring to modify or terminate the agreement must notify the other in writing by April 30, 2009~~11~~. Negotiations may commence prior to the legislative session upon agreement of the parties.

6. Addendum A

Base Wages  
 Exclusive Of Statutory Longevity  
 For the contract term that expires June 30, 2009~~11~~

	<u>Oct. 2007</u>	<u>Oct. 2008</u>
Equipment Mechanic	20.368	21.101
Motor Pool Dispatcher	15.081	15.624
	<u>Oct. 2009</u>	<u>Oct. 2010</u>
Service Technician I	11.48	11.48
Service Technician II	15.624	15.624
Mechanic I	17.00	17.00
Mechanic II	21.101	21.101

There shall be no general pay raises in either year of the biennium that begins July 1, 2009, and ends June 30, 2011, however, if the Legislature convenes in a special session called by the Governor to appropriate additional funds to the Montana University System during the term of this Agreement, the parties agree to re-open the economic provisions of this Agreement for negotiation. Additionally, if the Montana University System negotiates a general pay raise with any other collective bargaining unit during the term of this Agreement, the parties agree to re-open the economic provisions of this Agreement for negotiation.

Upon ratification of this Agreement, full-time employees whose annual base pay is \$45,000 or less (base wage of \$21.6346 or less) shall receive a one-time payment of \$450. Part-time employees who are regularly scheduled to work at least 20 hours per week and whose hourly base wage is at or below \$21.6346 shall receive a one-time payment of \$225.