

July 8-9, 2004

ITEM 124-102-R0704

**TENTATIVE AGREEMENT
BETWEEN
MONTANA UNIVERSITY SYSTEM
AND
MONTANA DISTRICT COUNCIL OF LABORERS**

Modify the 2001-2003 collective bargaining agreement as follows.

1. ARTICLE VII. Section H. Fixed Term Employees

Change the second to the last sentence to read: "Fixed term employment, where applicable, must be rates established by this agreement."

2. ARTICLE IX. Section E.1. Discretionary Leave

Change the last sentence to read: "Seniority shall cease to accrue during leave without pay in excess of thirty (30) days except if the leave is because the employee was called to active duty."

3. ARTICLE IX. Section E.2. Disability

Change to read: "In the event that an employee becomes incapable of performing the regular duties of the employee's position, sick leave, annual leave and a cumulative six (6) months of leave without pay have been exhausted without correction or removal of the disability, then the employer may discontinue the employment permanently and recruit a permanent replacement for the person. Upon written request to the campus human resource office, the period of medical leave may be extended an additional six (6) months. If the disability is not correctable, the employer may terminate the employee prior to the exhaustion of the maximum six (6) months of leave without pay."

4. ARTICLE IX. Section M. Group Benefits

Change to read: "The employer contribution to health insurance for eligible employees shall be in accordance with state statute (2-18-703 M.C.A.). In the event an employee sustains a workers' compensation injury while employed at a unit of the university system, the employee is eligible to receive up to four (4) months of the employer's contribution towards group health insurance. Employees who have been employed for less than four (4) years are eligible to receive this benefit once in a two (2) year period. Employees who have been employed for four (4) or more years are eligible to receive the benefit twice in a two (2) year period. For purposes of this benefit, the two (2) year period shall commence at the time of injury."

5. ARTICLE X. GREIVANCE PROCEDURE

Step 4 – Grievance Committee

Change to read: “Within ten (10) days from receipt of the personnel office response the bargaining agent may submit a written request to have the grievance heard by a grievance committee. Upon receipt of such request, the Commissioner of Higher Education shall appoint a committee comprised of three (3) members selected by management and three (3) members selected by the bargaining agent to hear the grievance. No employee of the unit from which the grievance originated may be selected by management or the bargaining agent to serve on the committee. The grievance committee shall conduct the hearing at the unit from which the grievance originated and shall arrive at a decision within ten (10) working days following the date upon which the grievance is heard by the committee. Any decision concurred in by a majority of the members of the grievance committee is final and binding and may not be appealed to arbitration.

The bargaining agent and the Commissioner of Higher Education may, by mutual agreement, bypass the grievance committee process. In such cases, the grievance shall, at the request of the bargaining agent, be submitted to arbitration in accordance with Section D.”

Section D.1. Request for Arbitration

Change to read: “If the grievance committee is unable to arrive at a decision which is concurred in by a majority of committee members within ten (10) working days following the date of the grievance committee hearing, the bargaining agent and the employee grievant may submit the matter to arbitration by giving written notice of intention to arbitrate to the campus personnel office and the Commissioner of Higher Education within ten (10) days from the date the committee decision was due. Upon the receipt of the request to arbitrate the parties will initiate procedures to select an impartial arbitrator. In the alternative, upon written request of the Commissioner of Higher Education or the bargaining agent, an additional fifteen (15) days shall be granted prior to the selection of the arbitrator to allow the Commissioner or the bargaining agent to attempt to resolve the grievance prior to arbitration. If no settlement is reached within the fifteen (15) days, the parties shall proceed to arbitration.”

6. ARTICLE XIII. Section A. Wages

Change to read: “Compensation shall be governed by Addenda A, B, and C.”

7. ARTICLE XIII. Section B. Overtime

Add the following subsection:

“6. Training and Travel Time\FLSA Standards: Overtime pay for required travel and training shall be in accordance with the Fair Labor Standards Act (FLSA). Unless otherwise specifically provided for herein, overtime provisions shall be administered in accordance with the FLSA.”

8. ARTICLE XIII. Section H. Temporary Assignment to Higher Classification

Delete the word “grade” in the last sentence of the first paragraph.

9. ARTICLE XIV. CONTRACT TERM

Change “2001” to “2003” and change “2003 to “2005.”

10. MEMORANDUM OF UNDERSTANDING: EMPLOYEE SAFETY ISSUES:
Delete.

11. ADDENDUM A: Replace with the following.

“ADDENDUM A

THE UNIVERSITY OF MONTANA-MISSOULA

The following provisions are only applicable to employees covered by this agreement at The University of Montana-Missoula.

1. SCOPE OF BARGAINING UNIT

The bargaining unit shall include the following job titles at The University of Montana-Missoula:

	<u>Minimum Entry</u>
Maintenance Tech I	9.60
Maintenance Tech II	10.468
Maintenance Tech III	11.974
Maintenance Tech Supervisor	13.638
Insulation Tech I	10.468
Insulation Tech II	11.432

2. MONTANA UNIVERSITY SYSTEM ACHIEVEMENT PROGRAM

A. Employees at The University of Montana-Missoula shall be covered by the Montana University System Achievement Program (MAP) as outlined in the Guide to Montana University System Achievement Program.

B. Grievances concerning the Montana University System Achievement Program (MAP) are excluded from the contractual grievance procedure and from the appeals procedure referenced in 2-18-1011 MCA. The sole and exclusive appeals

process for MAP related grievances is that contained in the Guide to Montana University System Achievement Program

3. WAGES

- A. Effective June 30, 2004, employees shall be eligible for .5% Achievement Pay. The award of Achievement Pay on June 30, 2004 follows the Performance Development Cycle which commences on approximately July 1, 2003 and ends on May 31, 2004.
- B. Effective June 30, 2005, employees shall be eligible for .5% Achievement Pay. The award of Achievement Pay on June 30, 2005 follows the Performance Development Cycle which commences on June 1, 2004 and ends on May 31, 2005.
- C. Effective January 1, 2005, employees shall receive a 25 cent per hour salary increase.
- D. In addition to the salary increases specified above, employees may be eligible for additional forms of pay increases as outlined in the Guide to the MUS Achievement Program (MAP) such as: lump sum awards, strategic pay, and progression pay.

4. WORK DAY

The work week shall be common among all employees. The normal work day shall be between 7:00 a.m. and 5:30 p.m. with the exception of differing schedules for snow removal and street sweeping. By mutual agreement between the union and the supervisor(s) the regularly scheduled shift may be modified.

5. FREE MEAL PERIODS AND FREE MEALS

Employees at The University of Montana-Missoula who are required to work at least twelve (12) consecutive hours will be reimbursed for an evening meal at the statutory rate.”

12. ADDENDUM B: Replace with the following.

“ADDENDUM B

MONTANA STATE UNIVERSITY-BILLINGS

The following provisions are only applicable to employees covered by this agreement at Montana State University-Billings.

1. SCOPE OF BARGAINING UNIT

The bargaining unit shall include the following job titles at Montana State University-Billings:

Custodian, grades 7 and 8
Custodial Supervisor, grade 10
Groundskeeper, grade 6
Groundskeeper Technician, grade 10
Maintenance Worker, grade 10
Equipment Mechanic, grades 10 and 11

2. PAY SCHEDULE

Employees at Montana State University-Billings are subject to the state classification system. The pay schedule covering such employees, effective July 1, 2003 through June 30, 2005, is as follows:

(excludes insurance)

<u>GRADE</u>	<u>ENTRY</u>	<u>MARKET</u>
6	6.845	8.149
7	7.431	8.866
8	8.095	9.681
9	8.808	10.561
10	9.600	11.538
11	10.468	12.611
12	11.432	13.806

3. WAGE INCREASE

Effective January 1, 2005, employees shall receive a 25 cent per hour increase.”

13. ADDENDUM C: Replace with the following.

“ADDENDUM C

MONTANA STATE UNIVERSITY-BOZEMAN

The following provisions are only applicable to employees covered by this agreement at Montana State University-Bozeman.

1. SCOPE OF BARGAINING UNIT

The bargaining unit shall include the following job titles at Montana State University-Bozeman:

Custodian, grades 7 and 8
Custodial Supervisor, grade 9
Groundskeeper, grade 6
Groundskeeper Technician, grade 10
Maintenance Worker, grade 10
Equipment Operator, grades 10 and 11

2. PAY SCHEDULE

Employees at Montana State University-Bozeman are subject to the state classification system. The pay schedule covering such employees, effective July 1, 2003 through June 30, 2005, is as follows:

(excludes insurance)

<u>GRADE</u>	<u>ENTRY</u>	<u>MARKET</u>
6	6.845	8.149
7	7.431	8.866
8	8.095	9.681
9	8.808	10.561
10	9.600	11.538
11	10.468	12.611
12	11.432	13.806

3. WAGE INCREASE

Effective January 1, 2005, employees shall receive a 25 cent per hour increase.

4. SHOP STEWARDS

- A. Within the Facilities Services department the union may appoint up to three (3) stewards, including no more than one (1) steward on the graveyard shift, and no more than two (2) stewards on the swing shift.”
- B. The Union may appoint one steward from within the Student Union Building department.

15. ADDENDUM E: Delete.

16. ADDENDUM F: Delete.

17. ADDENDUM G: Delete.

18. ADDENDUM H: Retain as ADDENDUM E.

*19. Add the following new memorandum of understanding.

“A partial tuition waiver benefit for dependents will be piloted for bargaining unit employees during FY 2005. Such benefit shall be administered in accordance with Regent policy.”