

ITEM NO. 108-106-R0700 ATTACHMENT

TO: Board of Regents

FROM: Sue Hill, Director
Labor Relations and Personnel

RE: Approval of Tentative Agreement with the International Association
of Machinists & Aerospace Workers, Local 86

DATE: July 6-7, 2000

Attached is a copy of the tentative agreement with the International Association of Machinists & Aerospace Workers, Local 86 (Machinists). The Machinists represent 12 employees at The University of Montana-Missoula and Montana State University-Bozeman. Bargaining unit employees have ratified the tentative agreement.

A new provision was added to the agreement which informs employees that they may submit requests to attend job related training and describes the factors which will be considered by the employer when evaluating such training requests. The seniority provisions were modified to clarify when service in a temporary position will be used to calculate an employee's seniority. The distinction between a temporary and a permanent layoff was removed. Reference to budget department in the selection of employees for layoff was deleted.

A new provision was added which sets forth the conditions under which employees may participate in the union pension plan. Changes were made in the provision concerning assignments to higher classifications. In the future, employees may receive higher pay if they are assigned all of the duties and responsibilities of a nonsupervisory bargaining unit position for more than four consecutive hours. The grievance procedure was modified to provide for an option to use a grievance committee to settle grievances prior to arbitration.

The increase in the amount of the employer contribution to group health insurance is consistent with state law and all other bargaining agreements. Salaries increased by 3% plus 20 cents effective October 1, 1999. Some employees received an additional increase on July 1, 2000 because of market disparity and internal equity concerns. Effective October 1, 2000 salaries increase by 3% plus 25 cents.

I recommend approval of the tentative agreement with Machinists.

xc: Commissioner Crofts
President Dennison
President Roark

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**Proposed Tentative Agreement
between
Montana University System
and
The International Association of Machinists
& Aerospace Workers, Local 86**

Modify 1997-1999 agreement as follows:

1. Article I. Preamble Sections A and B (page 1)

Change dates to reflect July 1, 1999 to June 30, 2001 term of agreement.

2. Article XI. Section A.1.c. Charges by Half Hour (page 14)

Article XI. Section A.2.e. Charges by Half Hour (page 15)

Article XV. Section C.1.b. Overtime Increments (page 28)

Change "half hour" to "quarter hour." Delete everything after the first sentence.

3. Section XV.B. Longevity Increment (page 27)

Add the following new sentence: "Effective October 1, 1999, the longevity increment for fifteen (15) and twenty (20) years of service shall be two (2) percent."

4. Add the following new section in Article X, between Sections F and G (page 11):

"Training: Employees may request to attend training to update their job knowledge or to obtain new job related skills. Such requests will be approved or denied on job relatedness, the cost of the training, benefit to the employer and employee, and the dollars available to fund such training. If such training is held during regular working hours, employees shall be released from their regular assignments without any loss of pay. It is understood, however, that employees may not earn overtime pay because of attendance at employee requested training."

5. Article X. Section B Seniority (pages 9-10)

1. Seniority Defined Change to read:

"Seniority means a permanent employee's length of continuous service with the employing campus in a position covered by this agreement. The

seniority date for all permanent employees shall typically be the most recent date of hire in a bargaining unit position. However, a permanent employee's service in a temporary position in a classification listed in Addendum A shall count towards the employee's seniority date if there was no break in service between employment in a temporary position and in a permanent bargaining unit position."

a. Seniority Revoked Change to read:

"Seniority shall be revoked upon resignation, discharge, transfer or promotion out of the bargaining unit exceeding one (1) year."

c. Selection of Employees for Layoff: Modify as follows:

"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."

d. Recall Change to read:

"Employees will be eligible for recall for one (1) year from the date of any layoff. Recall from layoffs shall be in reverse order of layoff. The employee shall be notified by certified mail of any recall to employment. If the employee fails to communicate acceptance of the offer of recall within ten (10) working days from the date of the mailing of the written notice, the employee shall be considered as having forfeited any right to recall. Recall from layoff shall constitute reinstatement under the terms of this agreement."

6. Article XI. Section H.1 Group Insurance (page 21)

Change first sentence to read: "The employer contribution to health insurance for full-time and permanent part-time employees working twenty (20) or more hours a week shall be \$285.00 per month for fiscal year ending June 30, 2000 and \$295.00 per month for fiscal year ending June 30, 2001."

7. Union Pension Plan: Add the following new provision:

"Any unit of the university system at which all employees covered by this agreement sign a petition indicating a desire to participate in the union pension plan shall sign the required trust documents and make the designated contributions to the pension plan in lieu of wages. Subsequent increases in the amount of the contribution may be implemented in the same manner. It is understood that the employer's participation in the union pension plan must be consistent with state and federal law and may be discontinued if it is determined to be unlawful."

8. Prescription Safety Glasses: Reinstate the following provision:

“Prescription safety glasses will be furnished by the employer. The employer retains the authority to establish reasonable rules and procedures regarding frequency of issue, replacement of damaged glasses, limits on reimbursement costs and coordination with the employer’s vision plan.”

9. Temporary Assignments to Higher Classification: Replace 1997-99 provision with the following:

“Employees may be temporarily assigned all of the duties and responsibilities of a higher graded position for reasons deemed appropriate by the appointing authority. An employee so assigned shall be notified in writing at the beginning of the assignment as to the anticipated duration of the temporary promotion, and the wage rate to be received during the temporary promotion.

A. Foreman Assignments

When an employee is assigned all of the duties and responsibilities of a foreman for more than two (2) consecutive working days, the employee will receive the higher hourly rate of pay from the first day.

B. Other Assignments

When an employee is qualified and is assigned all of the duties and responsibilities of a nonsupervisory bargaining unit position for more than 4 (four) consecutive hours, the employee will receive the higher hourly rate of pay for all time worked in the higher position. Training assignments are excluded from this provision.”

10. Article XIII Grievance Procedure:

Modify Section E.1 as follows:

“1. Request for Arbitration or Grievance Committee

If the bargaining agent considers the decision of the personnel office or designated grievance officer unsatisfactory, the bargaining agent and employee grievant may, with ten (10) days of receipt of the decision, notify the Commissioner of Higher Education and the campus personnel officer of its desire to take the grievance to arbitration. In the alternative, upon written request of the Commissioner of Higher Education, and additional fifteen (15) days shall be granted prior to the selection of the arbitrator to allow the Commissioner an opportunity to attempt to resolve the grievance prior to arbitration. The Commissioner may, upon agreement of the bargaining agent, refer the matter to a grievance committee for resolution. The grievance committee shall consist of three (3) members appointed by the Commissioner and three (3) members selected by the bargaining

agent. No employee from the unit in which the grievance originated may 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 the committee hears the grievance. Any decision agreed upon by a majority of the committee members is final and binding.

2. Selection of Arbitrator

If the grievance is not resolved through the processes outlined above, the parties shall attempt to mutually agree on an acceptable arbitrator. If the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a list of names of seven (7) potential arbitrators. Each party shall alternately strike names and the remaining name shall be the arbitrator.”

11. I. Wages

	<u>Oct. 1, 1999</u>	<u>July 1, 2000</u>	<u>Oct. 1, 2000</u>
Equipment Mechanic I	14.15	14.57	15.26
Equipment Mechanic II	14.98	15.43	16.14
Equipment Mechanic Foreman	15.98	16.43	17.14
Machinist I	15.23	15.67	16.39
Machinist II		16.17	16.91
Maintenance Worker	13.60		14.26
Locksmith	13.73	14.50	15.19
Motor Pool Dispatcher	10.77		11.34
