

ITEM 127-111-R0505

Summary of Tentative Agreements Between Montana Public Employees Association And Montana University System

1. Clarify types of situations/employees covered by item 4.

ARTICLE VII, PAY AND HOURS Section 4. Work Schedule

Employees' work schedules shall not be changed unless given a ten (10) day notice prior to any change in schedule except:

- 1) those engaged in agriculture and stock raising;
- 2) schedule changes necessitated by exceptional circumstances;
- 3) by mutual agreement of the employee and supervisor; or
- 4) temporary schedule changes for employees working special events or for employees providing or supporting catering services, in which case a minimum of two (2) days notice shall be given.

2. ARTICLE XVI, TERM OF AGREEMENT Section 1. Contract Term

This contract shall be in effect from ten (10) working days after the date of ratification or July 1, 2005, whichever is later, and shall continue until and including June 30, 2009. However, it is expressly understood and agreed that negotiations shall commence no later than February 1, 2007, solely for the purpose of discussing and negotiating an adjustment of wage rates set forth in Addendum A of this agreement for the remainder of the term of this contract. This entire agreement shall be considered as renewed from year to year after June 30, 2009, unless either party to this agreement notifies the other party in writing by February 1, 2009, of its desire to modify or terminate this agreement.

3. New Section to Replace Memorandum of Understanding

ARTICLE XIII, MISCELLANEOUS PROVISIONS, New Section 13. Dependent Partial Tuition Waiver

Subsection A. Permanent employees must be employed at least $\frac{3}{4}$ time for five or more consecutive years before being eligible for a dependent tuition waiver benefit. Employees who utilize the faculty and staff tuition waiver are not eligible for a dependent tuition waiver during the same academic term. Only one dependent may utilize the dependent tuition waiver in an academic term. A dependent includes the employee's spouse, and financially dependent children as defined by the Internal Revenue Code who are unmarried and under age 24.

Subsection B. The tuition waiver benefit for dependents shall be for 50 percent of the residential tuition. In no case may registration, course fees or any other mandatory or miscellaneous fees be waived. Dependents may utilize the tuition waiver benefit to take courses at a college of technology or in any other two-year or certificate programs and to obtain a first baccalaureate degree at any unit of the university system. Dependents may not use the tuition waiver benefit to attend law school or obtain a graduate degree. The tuition waiver does not apply to non-credit, continuing education or other self-supporting courses.

4. Correct error in language.

ARTICLE XI, SENIORITY AND LAYOFFS, Section 7. Recall to Former Position

Employees shall be recalled to vacant positions within their former job titles and department in order of seniority. Employees will be eligible for such recall for one (1) year from the date of layoff. Employees who have extended their eligibility for participation in the layoff pool for one (1) additional year in accordance with Section 8 shall be eligible for recall for one (1) additional year. The laid off employee shall be notified by certified mail of any recall of employment. If the employee fails to communicate receipt of a recall to employment or an offer of reemployment within ten (10) working days from the date of receipt of the notice or offer, the employee shall be considered as having forfeited recall rights.

5. Add chart of longevity pay for clarification.

ARTICLE VII, PAY AND HOURS, Section 7. Longevity Pay

Longevity pay shall be in accordance with state statutes for each contiguous 5-year period of uninterrupted state service. Each employee who has completed five (5) years of uninterrupted service shall receive 1.5% of their base salary multiplied by the number of completed, contiguous 5-year periods

of uninterrupted service for the first, second, fifth and sixth increments, and shall receive 2% for the third and fourth increments.

Increment	0	1	2	3	4	5	6
Years	0	5	10	15	20	25	30
Longevity Rate of Base Pay	0	1.5%	3%	5%	7%	8.5%	10%

6. Overtime pay when required to work on actual holiday rather than observed holiday.

ARTICLE IX, HOLIDAYS, Section 3. Holiday Pay

Subsection A. Eligible employees shall receive a maximum of eight (8) hours regular pay for all holidays. When an employee is required to work on a holiday, compensation will be at the rate of two and one-half (1/2) times his/her regular rate of pay or upon mutual agreement, one and one-half (1/2) times his/her regular rate of pay and an alternate day off to be taken at a time agreeable to the employee and employer. Eligible exempt employees who are required to work on a holiday shall receive their regular rate of pay and an alternate day off to be taken at a time agreeable to the employee and the employer.

Subsection B. The employee shall receive compensation at the premium rate of one and one-half (1/2) times the regular rate ("premium pay") for work performed on the day the holiday is observed, unless the employee is scheduled or required to work on the actual holiday. If the employee is scheduled or required to work on the actual holiday, the actual holiday shall be considered as the holiday for purposes of calculating pay for work performed on a holiday. The employee will receive either premium pay for working on the day the holiday is observed or for working on the actual holiday, but not both. Application of this section will apply only to New Year's Day, Independence Day, and Christmas Day, as defined in Section 1 of this Article.

7. Labor Management Committees

MEMORANDUM OF UNDERSTANDING

In order to comply with Article II, Section 8 of the collective bargaining agreement between the parties, labor management committee training will be conducted by a representative of the Federal Mediation and Conciliation Service (FMCS) no later than 90 (ninety) days after the effective date of the collective bargaining agreement.

Only individuals who have attended this training, or future scheduled training sessions, may serve as members of established labor management committees.

Upon establishment of appropriate labor management committees, the subject of overtime utilization and associated costs will be discussed and recommendations developed. Recommendations that require modification of the collective bargaining agreement will be addressed through the formal negotiations process. Other recommendations may be implemented upon consensus of the relevant committee(s).

Established labor management committees may discuss and provide recommendations concerning the performance review process. If recommendations are developed at the campus level, they will be forwarded to the central labor management committee for final discussion and recommendation. This committee will determine if system-wide consistency is relevant and take appropriate actions.

8. LETTER OF UNDERSTANDING, Subject: Research Assistant IV Positions

Any MPEA employee currently holding the position of Research Assistant IV who is covered by the MPEA bargaining unit as of the date of this signed letter of understanding will remain a member of MPEA as long as the employee holds said position. When the employee terminates employment, the position will revert to a non-union position.

9. ARTICLE II, RIGHTS OF THE BARGAINING AGENT, Section 4., Campus Mail

The bargaining agent or designee shall have the right to use campus mail and campus e-mail for the transmittal of association newsletters, meeting notices and other membership information.

10. ARTICLE II, RIGHTS OF THE BARGAINING AGENT, New Section 9., Labor Management Committee

In order to facilitate communication and resolve issues of mutual interest, it is agreed that Labor Management Committees shall be established with participation of representatives of the Montana University System and the Montana Public Employees Association. Representatives of both parties shall determine Labor Management Committee training needs, appropriateness of Labor Committees per campus, membership, bylaws, meeting dates and agendas.

11. Addendum A, Compensation

1. Effective October 1, 2005, all employees hired on or before September 30, 2005, shall receive a base pay raise of 3.5 percent or \$1,005 annually, whichever is greater. After application of the 3.5 percent or \$1,005 annual pay increase, any employee making less than \$8.25 per hour shall be increased to \$8.25 per hour.
2. Effective October 1, 2006, all employees hired on or before September 30, 2006, shall receive a base pay raise of 4.0 percent or \$1,188 annually, whichever is greater.
3. In addition to the salary increase specified above, employees may be eligible for additional forms of compensation as outlined in the Montana University System Staff Compensation Plan such as: lump sum bonuses, strategic pay, career ladder progression pay, and in-range progression pay.