

**Memo**

To: Board of Regents  
From: Kevin McRae, Director of Labor Relations and Human Resources  
Date: October 28, 2009  
Re: **Item 145-115-R1109**

I recommend approval of the following labor agreement between the Montana University System and the American Federation of State, County, and Municipal Employees.

The agreement covers 51 employees in Havre.

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

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Tentative Agreement  
between the  
Montana University System  
(Montana State University Northern)  
and the  
American Federation of State, County, and Municipal Employees

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

**Item #1**

Add "Certified Locksmith" and "Boiler Operator" position titles to Addendums B and D.

**Item #2**

Delete Addendum E, and revise Addendum D to read as follows:

Memorandum of Understanding  
Recruitment and Retention

In order to mitigate difficult recruitment problems and to retain employees, the following job titles, upon mutual agreement between the union and management, shall be subject to a pay exception.

- Maintenance Plumber
- Equipment Mechanic
- Painter Journeyman
- Maintenance Carpenter

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- Electrician Journeyman
- Certified Locksmith
- Boiler Operator
- Custodians

The pay exception terms will be determined and mutually agreed upon by union and management when deemed necessary.

**Item #3**

The bargaining notes shall reflect that the Business Services Division will work with employees individually if they desire an alternative payment schedule for parking.

**Item #4**

No general pay raises in either year of the biennium, 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 the 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, each full-time employee whose annualized base wage is \$45,000 or less shall receive a one-time payment of \$450 (and each part-time employee who works half-time or greater, and whose annualized base wage is \$22,500 or less, shall receive a one-time payment of \$225).

**Item #5**

1.3.C

Temporary Employee: A temporary employee is one whose employment is not intended to be permanent and is limited by an appointment for a specified time period or on a daily, weekly, or monthly basis with no expectation of employment beyond the period specified. Temporary employment may not exceed nine (9) months and the **temporary position** is non-renewable. No temporary employee may be changed to the status of permanent employee but any temporary employee may apply for any permanent position for which recruitment is being conducted. Temporary employment may be discontinued without cause, but at least five (5) working days of notice of discontinuance shall be given those employed for a specified term or on a monthly basis. Temporary employees shall be included in the bargaining unit after three (3) consecutive months of full-time or part-time employment of twenty (20) or more hours a week in a job title or any combination thereof listed in Addendum B. Temporary employees are not eligible for union membership for the first three (3) consecutive

months of employment. Temporary employees retained more than three (3) consecutive months are eligible for union membership. **Since the temporary appointment forms don't always reflect the number of hours the employee actually works, payroll will keep track of the temporary employee hours and the bargaining unit will be notified when (and if) the employee reaches the 3 months / 20-hours-per-week status for union eligibility.**

#### Item #6

Add Article for "Miscellaneous" section before Article 21 – Term of Agreement.

#### Item #7

Add the following to the new Miscellaneous section: **"X.1 – Staff Participation in Governance: The employer shall continue to grant non-academic membership on committees when in the best interest of the institution or when the function of the committee is affected with non-academic staff interests. Staff participation in governance shall not be regarded as an incursion in the area of exclusive representation which is the right of the bargaining agent. Nothing in this section requires the establishment of committees or the concurrence with any recommendations thereof."**

#### Item #8

##### 20.1. Travel Within the State Expenses

Travel expenses will be paid in accordance with state statute **for in-state and out-of-state travel.**

#### Item #9

Modify seniority and longevity language as follows.

##### 6.1. Seniority Defined

State service is distinguishable from seniority in that seniority measures only an employee's length of continuous service in a bargaining unit position, and state service includes an employee's length of continuous service with the state.

Seniority is computed from the date an employee begins service with Montana State University-Northern in any bargaining unit position. A bargaining unit position is one that is listed in Addendum B **and/or completes an application to**

**and pays dues to a bargaining unit in accordance with Articles 1 and 2.**

The employee's seniority date will be adjusted as follows:

### 13.3. Longevity Increment

**Longevity is distinguishable from seniority in that seniority measures only an employee's length of continuous service in a bargaining unit position, and longevity includes an employee's length of continuous service with the state. Seniority determines employment rights as defined in Article 6. Longevity determines the calculation of pay increments and anniversary dates as related to compensation.**

**Longevity is further defined as uninterrupted state service to include an employee's transfer from a temporary position to a permanent one.**

Each employee who has completed five (5) years of uninterrupted state service shall receive 1.5% of his/her base salary multiplied by the number of completed, contiguous five (5) year periods of uninterrupted state service, with the following exceptions. Effective October 1999, the longevity rate is 2.0% for the 15-year and 20-year increments. Effective July 2007, the longevity rate is 2.0% for the 10-year increment.

### **Item #10**

Update the dates throughout the contract to reflect the new two-year term (July 1, 2009, through June 30, 2011).

### **Item #11**

Change the administrative job title in Article 3.2 and Addendum C to "Director of Business Services."

### **Item #12**

Change the minimum rate in Addendum A to \$8.506 per hour.