

ITEM 121-105-R1103

**Summary of Tentative Agreements
Between
Montana Public Employees Association
and the
Montana University System**

1. Substitute new language for all references to market zone.

Article XI, Section 8. Layoff Pool (page 24)

Change the second sentence in the last paragraph to read: "If an employee is offered a second position at the same or a higher salary as received in the position from which they were laid off and declines the position, the employee forfeits their right to remain in the layoff pool."

Article XII, Section 2. Temporary Promotion (page 25)

Change the first sentence to read: "An employee may be temporarily promoted to a position with a higher salary for reasons deemed appropriate by the appointing authority."

2. Article VII, Section 8. Insurance Coverage (page 7)

Change as follows: "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."

3. Article VIII, Section 9. Leave of Absence Without Pay (page 15)

Subsection B. Effect of Leave Without Pay

Change to read: "Vacation and sick leave credits do not accrue when an employee is on leave without pay and the employer's contribution to medical insurance is discontinued if the leave exceeds thirty (30) calendar days. However, an employee may remain on group medical insurance by personally paying the amount of the employer's contribution plus the regular monthly premium. No time on leave without pay may be considered for probationary

purposes. Seniority ceases to accrue during a leave without pay in excess of thirty (30) calendar days except when the leave without pay is because the employee was called to active military duty.”

Subsection C. 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 the six (6) month maximum of leave without pay have been exhausted, and the employee is not able to return to perform the full duties of the position, then the employer may discontinue the employment permanently and recruit a permanent replacement for the position. Upon written request to the campus human resource office, the period of leave without pay may be extended to six (6) additional months with accompanying medical documentation.”

4. Article XI, Section 4. Notice and Selection of Employees for Layoff (page 23)

Replace the following sentences that were inadvertently left out: “The employer shall give at least thirty (30) calendar days notice to employees who are to be laid off. A copy of such notice will be provided to the bargaining agent.”

5. Article XI, Section 7. Recall to Former Position (page 23)

Change to read: “Employees shall be recalled to vacant positions within their former job titles and department in reverse 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.”

6. Article XIII, Section 4. Copies of Agreement (page 28)

Change to read: “Upon final ratification and approval of this agreement, the employer shall prepare and make available to the bargaining agent a copy of the agreement. The union shall be responsible for providing copies of the agreement for employees and the employer for supervisors. The agreement is also available electronically and can be accessed from the Commissioner of Higher Education’s, MPEA’s or the campus human resources/personnel offices’ web pages.”

7. Article XIV GRIEVANCE PROCEDURE (page 31)

Add the following new sections.

“Section 4. Step 3 – Grievance Committee

Within ten (10) days from receipt of the personnel office or designated grievance officer’s 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 step 4.

Section 5. Step 4 – Arbitration

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 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 receipt of the request to arbitrate the parties will initiate procedures to select an impartial arbitrator. If the parties are unable to agree upon an acceptable impartial 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.”

Subsection A. No change.

Subsection B. No change.

Subsection C. Grievance Mediation

Modify as follows: “Upon mutual agreement, grievance mediation may be utilized by the parties prior to or in lieu of arbitration.”

Change Section 5 of current contract to Section 6.

8. Article XVI, Section 1. Contract Term (page 35)

Change 2001 to 2003 and change 2003 to 2005.

9. Delete Addendum A (page 36)

10. Revise Addendum B (page 37) as follows.

“1. 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.

2. 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.

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

4. 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.”

11. Add the following new memorandum of understanding.

“A partial tuition waiver benefit for dependents will be piloted for bargaining unit employees during FY 2005, if employees ratify a collective bargaining agreement for the 2004-05 biennium prior to the November meeting of the Board of Regents. Such benefit shall be administered in accordance with Regent policy.”

12. Delete Memorandum of Understanding, Bargaining Unit Status (page 44)13. Delete Memorandum of Understanding, Progressive Discipline (page 45)14. Delete Memorandum of Understanding, Labor Management Committee (page 46)