

ITEM 121-113-R1103

**SUMMARY OF TENTATIVE AGREEMENT
BETWEEN
THE INTERNATIONAL UNION OF OPERATING ENGINEERS
AND
THE MONTANA UNIVERSITY SYSTEM**

Modify the 2001-2003 agreement for 2003-2005 as follows:

1. PREAMBLE

Delete the words “on the 1st day of July, 2001,” in the first sentence.

ARTICLE 1

Section A. Contract Term (page 1)

Section B. Negotiations Schedule (page 1)

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

2. ARTICLE IX, Section B. Prior to Change of Position (page 11)

Delete the words “reclassified consistent with the procedures of the statewide classification system.”

3. ARTICLE XI, Section B.2 Disability (page 23)

Change the first sentence to read: In the event that an employee becomes incapable of performing the regular duties of the employee’s classification, and sick leave and annual leave have been exhausted without correction or removal of the disability, then an employee shall be granted up to a maximum of six (6) months cumulative leave without pay. Upon request to the campus human resources office, the period of leave without pay may be extended to six (6) additional months with accompanying medical documentation.

4. ARTICLE XI, Section B.5 Effect of Leave Without Pay (page 24)

Change the last sentence to read: Seniority will cease to accrue during leaves without pay in excess of six (6) months except when the leave without pay is because the employee was called to active military duty.

5. ARTICLE XI, Section G.1 Group Insurance (page 27)

Change to read: The employer contribution to health insurance for eligible employees shall be \$410.00 per month for the fiscal year ending June 20, 2004, and \$460.00 per month for the fiscal year ending June 30, 2005. All permanent half-time or more employees who regularly work more than six (6) months in any twelve (12) month period are eligible for coverage under the Montana University System Group Health Insurance Program. The employer will continue to make group insurance contributions for up to four (4) months while an employee is on a workers’ compensation leave of absence as a result of an injury sustained while employed at a unit of the university system. 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 the injury.

- 6. ADDENDUM A.II LAYOFF SENIORITY (page 41)
Delete.

ARTICLE X Section B.3 Seniority in Layoffs (page 14)

Change to read: “The employer shall give at least thirty (30) calendar days notice to employees who are to be laid off and to the bargaining agent. The notice shall specify whether the layoff is temporary or permanent.

In the event a layoff is deemed necessary by the employer, the employer shall identify the classification and department where a reduction must occur. The employee with the least cumulative seniority in that classification and department shall be identified and given notice of layoff unless that employee is eligible to bump into a lower graded position. When calculating cumulative seniority for layoff purposes an employee’s cumulative seniority shall include seniority earned in any higher or lower paid classification in the bargaining unit on the employing campus. To bump an employee in a lower graded position an employee must have worked on campus in the lower graded position on a permanent, full-time basis and must have greater seniority than the least senior employee in the lower graded position. Seniority may not be used to bump employees in higher grades. An employee who bumps into a lower graded position to avoid a layoff shall be paid the lower salary after thirty (30) calendar days notification.”

- 7. ADDENDUM A.IV. CLASSIFICATION AND WAGES (page 41)

Change to read as follows:

“It is understood and agreed between the parties to this agreement that the classifications covered by this agreement and the rates of compensation for the periods specified are as follows. Wage increases shall be implemented the first day of the first complete pay period during which they become active.

<u>Classification</u>	<u>11/1/2002</u>	<u>1/1/2005</u>
Repair Maintenance Technician	17.38	17.63
Maintenance Worker II (Preventive Maintenance Technician – MSU only)	15.90	16.15
Stationary Engineer II	16.47	16.72
Stationary Engineer III	17.21	17.46
Stationary Engineer – Maintenance	16.84	17.09
Stationary Engineer – Maintenance II	17.58	17.83

Maintenance Supervisor II	17.93	18.18
Maintenance Supervisor III	17.99	18.24
Maintenance Supervisor IV	18.72	18.97”

7. Add the following 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.”