

ITEM 125-101-R1104

**Proposed Tentative Agreement
between
Butte Teamsters' Union Local No. 2
and
The Montana University System**

1. ARTICLE VIII Section B.5 Effect of Leave Without Pay

Change the last sentence to read: "Seniority will cease to accrue during leaves without pay in excess of thirty (30) consecutive days unless the leave is because the employee was called to active military service."

2. ARTICLE X Section E. Grievance Committee
ARTICLE X Section F Arbitration

Change to read:

"Section E. Grievance Committee

If a grievance is not resolved at prior steps, the bargaining agent may, within ten (10) days from receipt of the Director, Personnel Services' response, submit a written request to the Commissioner of Higher Education 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 two (2) members selected by management and two (2) members selected by the union to hear the grievance. No employee of the unit from which the grievance originated may be selected by management or the union to serve on the committee. Committee members should have prior experience dealing with employee grievances. The grievance committee shall conduct the hearing at the unit from which the grievance originated and shall arrive at a decision within ten (10) days of the hearing. 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.

Section F. Arbitration

1. Request for Arbitration

If the grievance committee is unable to arrive at a decision which is concurred in by a majority of committee members within the time specified, the bargaining agent and the employee grievant may notify the Commissioner of Higher Education and the campus personnel office of their desire to take the grievance to arbitration 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. In the alternative, the Commissioner of Higher Education may request an additional fifteen (15) days prior to the selection of the arbitrator to allow the Commissioner an opportunity to attempt to resolve

the grievance prior to arbitration. If no settlement is reached within the fifteen (15) days, the parties shall proceed to arbitration.

2. Selection of Arbitrator

Upon receipt of the request to arbitrate 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 seven (7) potential arbitrators. Each party shall alternatively strike names and the remaining name shall be the arbitrator.”

3. ARTICLE XIII COMPENSATION

Section A. Wages

Change to read: “The salary schedule is included in Addendum A. Compensation of classified employees shall be consistent with this schedule, state statute and the pay plan rules with the following adjustments. Effective January 1, 2005, the employee’s base salary shall be increased by 25 cents.”

4. ARTICLE XIV Section A. Contract Term

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

5. ADDENDUM B-1 ARTICLE III Pension Plan

Change to read: “A majority of employees employed in positions covered herein, as listed under Article II, have elected to participate in the Western Conference of Teamsters Pension Trust Funds. It is understood and agreed on the part of the employer, union and employees that all employer contributions shall be in lieu of wages and shall be based on a contribution rate of eighty cents (\$.80) per hour, not to exceed 173 hours per month (\$138.40). Contributions on behalf of each employee as provided herein above, shall be remitted on a monthly basis by the employer no later than the 20th day of each month and shall be based upon the previous month’s compensable hours to the Western Conference of Teamsters Pension Trust Fund. Pursuant to state law, no such wages will be deferred to pension contributions as provided herein without each individual employee executing proper authorization to do so; provided, however, the parties recognize that in compliance with the provisions of the Western Conference of Teamsters Pension Trust Fund selective employee participation is prohibited. Participation in the Western Conference of Teamsters Pension Trust Fund is therefore a condition of employment for all bargaining unit employees covered by Addendum B-1 until such time that a majority of such employees elect to discontinue participating in the fund. The language contained in Article IV, Section 2, Excluded Employees, that excludes part-time and temporary employees from the bargaining unit does not apply for purposes of the pension plan provisions for those employees employed in the classifications listed in Addendum B-1 of the labor agreement. Such part-time and temporary employees are required to

participate in the Western Conference of Teamsters Pension Trust Fund irrespective of the number of hours or days employed but are not covered by any other provision of the collective bargaining agreement.”

MEMORANDUM OF UNDERSTANDING – PENSION PLAN

Delete, as pertinent language is incorporated into Addendum B-I ARTICLE III.

6. ADDENDUM A – as attached.

7. Add the following new 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. This policy will be available for Fall semester classes.”

8. Add the following new memorandum of understanding.

“If any other classified or craft bargaining unit at Montana State University-Bozeman settles for an across-the-board wage increase during the 2004-05 biennium of greater than 25¢ per hour effective January 1, 2005 (unless such bargaining unit chooses to participate in MAP), the employer agrees to negotiate with the union over the implementation of a similar increase.”

9. Modify Article XIII Section H – Assignment to Higher Classification as follows:

(Last two sentences) “Employees may be temporarily assigned to a higher graded position for up to two (2) consecutive days before becoming eligible to receive a temporary salary increase. In such instances, employees will be paid from the first day.”

ADDENDUM A

**FY 2004-2005 PAY PLAN
STATEWIDE PAY PLAN (60)
(excludes insurance)**

GRADE	ENTRY	MARKET
5	6.303	7.485
6	6.845	8.149
7	7.431	8.866
8	8.095	9.681
9	8.808	10.561
10	9.600	11.538
11	10.468	12.611
12	11.432	13.806