

ITEM 127-116-R0505

**Summary of Tentative Agreement
Between
The International Brotherhood of Electrical Workers
and Montana University System
April 2005**

Following are modifications to the 2003-2005 collective bargaining agreement, as tentatively agreed to.

1. ADDENDUM A, WAGES

Effective on the dates indicated below, wages will increase in accordance with the following schedule:

	<u>10/01/05</u>	<u>10/01/06</u>
Journeyman Electrician	20.46	21.28
Foreman Electrician	21.89	22.77

The Foreman Electrician shall be an additional seven (7) percent of the base journeyman electrician wage.

Temporary employees shall be hired at the prevailing downtown rate, unless an alternate benefits package has been negotiated between the union and the employer.

Fire Alarm Certification: Any employee who has been assigned the responsibility for maintaining fire alarms and who obtains and maintains all required certifications shall receive a salary differential for the duration of the assignment. Employees assigned the responsibility for maintaining fire alarms who possess a manufacturer's certification and state fire alarm endorsement shall receive a wage differential equal to 3.0 percent of the journeyman base wage. Employees assigned the responsibility for maintaining fire alarms who possess a NICET Level II certification and state fire alarm endorsement shall receive a wage differential equal to 5.0 percent of the journeyman base wage. At no time may an assigned employee receive both fire alarm wage differentials. The selection of the employee(s) to be given the responsibility for maintaining fire alarms is at the complete discretion of the employer. The employer will give an employee thirty (30) calendar days notice before discontinuing the employee's assignment for fire alarm maintenance. Such discontinuance is not grievable.

2. ADDENDUM A, NEW IV, APPRENTICESHIP PROGRAM

Provisions applicable to an apprentice electrician program available to all campuses of Montana University System shall be developed jointly by labor and management, in consultation with a representative from the Montana State Joint Apprenticeship and Training Committee (JATC).

2. ARTICLE 9, TERMS AND CONDITIONS OF EMPLOYMENT

Delete Memorandum of Understanding

Replace with New Section 9.17 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.

3. ARTICLE 2, RIGHTS OF BARGAINING AGENT

Delete Addendum C

Replace with Section 2.5 - Rights to Notice and Communication, New Subsection H.

Upon request, the employer shall prepare and make available to employees a description of assigned job duties and responsibilities. It is understood that any such job description will not be all inclusive and may be modified at the discretion of the employer. When significant additions or changes in the job duties or responsibilities of bargaining unit positions occur, the bargaining agent shall be allowed to provide comments regarding these changes. In the event the changes impact the scope of work described in this agreement, the parties shall confer and attempt to reach mutual agreement.

4. ARTICLE 10, PROBATION AND SENIORITY

10.1 Probationary Period

It is the policy of the employer to employ qualified personnel whose ability to perform the services for which they are hired is not contingent upon additional education or training. The first six (6) consecutive months of employment of any employee hired into a permanent position shall be a period of probation. At any time during the period of probation, the employee may be discharged without any showing of cause. Failure to notify an employee of discharge within the

probationary period shall result in the achievement of permanent status and preclude discharge without cause.

The following items reflect no substantive changes in the collective bargaining agreement provisions. They are considered to be clarification, housekeeping, or standard update issues.

5. ARTICLE 7, PAY AND HOURS

7.7 Retirement

Employees shall participate in a retirement system as set forth in Title 19, Montana Codes Annotated.

6. ARTICLE 7, PAY AND HOURS

7.8 Insurance Coverage

A. Group Insurance

The employer contribution to health insurance for eligible employees shall be in accordance with state statute, 2-18-703, M.C. A. The employer will continue to make contributions on behalf of employees for up to four (4) months while an employee is on Workers' Compensation leave of absence as a result of an injury sustained while employed at a unit of the university system.

8. ARTICLE 14, CONTRACT TERM AND NEGOTIATIONS SCHEDULE

14.1 Contract Term

This contract shall be in full force and effect from the date of July 1, 2005, to and including June 30, 2007, and shall be considered as renewed from year to year thereafter unless either party requests change or termination in accordance with Section 14.2.

14.2 Negotiations Schedule

Either party desiring to change or terminate this agreement must notify the other in writing by April 30, 2007.