

ITEM 128-101-R0705

**Summary of Tentative Agreement
Between
The International Union of Operating Engineers (IUOE), Local #400
And
Montana University System
June 2, 2005**

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

1. ADDENDUM A, SECTION III, CLASSIFICATION AND WAGES

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:

The University of Montana-Dillon

<u>Job Title</u>	<u>7/01/05</u>	<u>10/01/05</u>	<u>10/01/06</u>
Maintenance Engineer I	\$17.09	\$17.69	\$18.40
Maintenance Engineer II	\$18.25	\$18.98	
Maintenance Engineer III	\$18.97	\$19.63	\$20.42
Maintenance Supervisor	\$18.24	\$18.88	\$19.64

Montana Tech of The University of Montana

<u>Job Title</u>	<u>07/01/05</u>	<u>10/01/05</u>	<u>10/01/06</u>
Stationary Engineer I	\$16.72	\$17.31	\$18.00
Stationary Engineer II	\$16.91	\$17.50	\$18.20
Maintenance Engineer I	\$17.09	\$17.69	\$18.40
Maintenance Engineer II	\$17.39	\$18.00	\$18.72

Employees will progress to Stationary Engineer II after no more than five (5) years of continuous employment as a Stationary Engineer I. Employees will progress to a Maintenance Engineer II position after no more than five (5) years continuous employment as a Maintenance Engineer I. In order for employees to progress from Stationary Engineer to Maintenance Engineer, a vacant position must exist and employees will be given an opportunity to bid on the vacant position.

The University of Montana-Missoula

<u>Job Title</u>	<u>07/01/05</u>	<u>10/01/05</u>	<u>10/01/06</u>
Stationary Engineer	\$17.46	\$18.07	\$18.79
Maintenance Engineer	\$17.83	\$18.66	\$19.41

Montana State University-Bozeman

<u>Job Title</u>	<u>07/01/05</u>	<u>10/01/05</u>	<u>10/01/06</u>
Stationary Engineer	\$17.46	\$18.07	\$18.79
Repair Maintenance Engineer	\$17.63	\$18.25	\$18.98
Maintenance Engineer I	\$17.83	\$18.45	\$19.19
Maintenance Engineer II	\$18.66	\$19.41	
Maintenance Supervisor I	\$18.18	\$18.82	\$19.57
Maintenance Supervisor II	\$18.97	\$19.63	\$20.42

Delete Recruitment Exception provisions.
Replace with Minimums Clause (New):

The above wage rates are intended as minimums. The employer may implement a higher wage for one or more employees provided that no covered employee shall suffer a reduction in hourly rate of pay so long as such employee remains in the same position or job classification without negotiation.

An hourly wage higher than that specified in this agreement shall be paid only in the event of unique, documented circumstances and shall be applicable only to the affected employee or employees. The Commissioner's of Higher Education designee shall approve or deny requests for higher rates of pay.

2. ARTICLE XI, EMPLOYEE BENEFITS

Delete Memorandum of Understanding and Replace with: Article XI, New Section H. 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 XIII, GRIEVANCE PROCEDURE

Section D. Grievance Committee

Any grievance not resolved by means of the informal procedure may be submitted in writing by the bargaining agent to the Commissioner of Higher Education within ten (10) days of receipt of the Personnel Officer's response. Upon receipt of the request to convene a grievance committee, the Commissioner of Higher Education shall appoint a committee comprised of two (2) members selected by management and two (2) 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.

4. ARTICLE X, TERMS AND CONDITIONS OF EMPLOYMENT

Section N. Labor Management Committee

In order to facilitate communication and resolve issues of mutual interest, it is agreed that Labor Management Committees may be established with participation of representatives of the Montana University System and the Operating Engineers. Representatives of both parties shall determine Labor Management Committee training needs, appropriateness of Labor Management Committees per campus, membership, bylaws, meeting dates and agendas.

5. ADDENDUM A, SECTION 1, SCOPE OF WORK

A. Montana State University-Bozeman Only

Delete last sentence and replace with:

The Maintenance Supervisor II (currently IV) shall be limited to firing the boiler when no other Stationary Engineer/Stationary Engineer Maintenance person is available to do so. During normal hours of operation (i.e., 7:30 a.m. to 5:00 p.m.), the Maintenance Supervisor II (IV) may fire to cover absences that are expected to be of brief duration (e.g., doctor's appointment, unexpected sick leave in course of assigned shift, etc.)

6. ARTICLE XI, EMPLOYEE BENEFITS, SECTION G, GROUP INSURANCE COVERAGE

1. Group Insurance

The employer contribution to health insurance for eligible employees shall be \$506.00 per month for the fiscal year ending June 30, 2006, and \$557.00 per month for the fiscal year ending June 30, 2007. 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.

6. ARTICLE XI, EMPLOYEE BENEFITS, SECTION G, GROUP INSURANCE

The employer contribution to health insurance for eligible employees shall be \$506.00 per month for the fiscal year ending June 30, 2006, and \$557.00 per month for the fiscal year ending June 30, 2007. 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.

7. ARTICLE XV, COMPENSATION, SECTION E, RETIREMENT

Retirement shall be governed by applicable state and federal statutes. The amount of the employee and employer contributions, retirement benefits and other details shall be governed by the provisions of Title 19, Chapter 3 of Montana statutes.

8. ARTICLE I, CONTRACT TERM AND NEGOTIATION SCHEDULE

Section A. 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 to this agreement notifies the other party, in writing, in accordance with the following negotiation schedule, of its desire to modify or terminate this agreement.

Section B. Negotiations Schedule

Either party desiring to modify or terminate the agreement must notify the other in writing by March 31, 2007. Pre-budget negotiations may commence upon mutual agreement.