

## Memo

To: Board of Regents  
From: Kevin McRae, Director of Labor Relations and Human Resources  
Date: October 28, 2009  
Re: **Item 145-104-R1109**

I recommend approval of the following labor agreement between the Montana University System and the Montana Public Employees Association.

The agreement covers 1,700 employees in Missoula, Bozeman, Butte, Billings, Dillon, Great Falls, and Helena.

The agreement includes a two-year wage freeze through June 30, 2011. Roughly 5% of the bargaining unit members – about 100 employees whose wages are less than \$10 per hour – would receive an increase to \$10 per hour next July 1 (2010).

---

Tentative Agreement  
between the  
Montana University System  
and the  
Montana Public Employees Association

The following revisions shall be incorporated into the collective bargaining agreement:

1. Wages:
  - a. Each full-time (1.0 FTE) employee whose base salary (*salary less any longevity pay*) is at or below \$45,000 per year will receive a \$450 one-time lump sum payment.
  - b. Each part-time (less than full-time but at least half-time) whose base wage is at or below \$21.63 per hour will receive a \$225 one-time lump sum payment.
  - c. The one-time payments will be issued in separate checks after November 20, 2009, but no later than December 23, 2009.
  - d. The one-time payments will be taxed.
  - e. All members whose base rate of pay is less than \$10.00 per hour will be increased to \$10.00 per hour effective July 1, 2010.
  - f. No other across-the-board increases will occur through June 30, 2011. Employees will continue to be eligible for career ladders, in-range progression pay, and strategic pay increases in accordance with pay guidelines.
2. System-wide Labor Management Committee Memorandum of Understanding: A system-wide Labor Management Committee will begin meeting in November 2009. The committee will have equal numbers labor and management representatives from each of the following campuses: MSU-Bozeman, MSU-

Billings, MSU-Great Falls College of Technology, UM-Missoula, UM-Helena College of Technology, UM-Western, and Montana Tech.

At a minimum, the committee will address the following issues:

- Pay Rules/Guidelines including:
  - a. Equal access/opportunities for staff in all departments and all job titles
  - b. Flexibility within a framework of consistency
  - c. Review process for assigning job titles/classifications
  - d. Method for updating entry pay ranges
  - e. Communication and training regarding pay options
  - f. Strategic pay
  - g. Performance review
- Living Wage
- Longevity Pay Methodology

**3. Reduction in Force Memorandum of Understanding**

In addition to provisions of the current collective bargaining agreement, the following will take effect if/when ratification occurs.

- If a layoff is necessary within a budgeted department, management will communicate the necessity of the layoff, and any employee of the budgeted department in the same job title as the position scheduled for elimination may volunteer to take the layoff. Management will consider the volunteer request before deciding whether to grant the request or administer the layoff under the terms of the CBA. In the event the request for voluntary layoff is accepted by management, the layoff will be treated as a non-voluntary layoff for purposes of all applicable benefits and CBA provisions.
- Management will provide greater than 30 days notice of any layoff whenever reasonably possible, however, in all cases shall provide at least a minimum of 30 days notice.
- Employees who have received notice of layoff may request paid release from work duties (not charged to annual vacation leave or accrued compensatory time) to conduct a reasonable amount of job search tasks (e.g., an appointment at a job service office, a scheduled job interview, limited amount of work on job applications, etc.) Management will grant the request with consideration of how much release time to grant based on department needs, employee needs, job type, workload, budget, etc.
- Fixed term and temporary staff employees within the budgeted department experiencing the need for staff layoff(s) shall be eliminated prior to a layoff of a bargaining unit member. Exceptions to this provision will be permissible if a fixed term and/or temporary staff employee possesses unique knowledge and/or skills required to complete a specific project, duty, or responsibility.

**ITEM 145-104-R1109  
ATTACHMENT**

- Any bargaining unit member who has been notified of layoff and such layoff is intended to take effect while the employee is utilizing the MUS staff tuition waiver or dependent partial tuition waiver shall continue their eligibility the remainder of the semester.

**4. Bargaining Pool Leave:**

Bargaining team members (employees who attend labor negotiations to represent MPEA members' interests) will be allowed a pre-determined, mutually agreed amount of paid time to attend negotiations without taking annual leave and without the need to solicit donations of annual leave from other MPEA members.

**5. Police Patrol Officers:**

Due to the unique nature of campus police patrol officers' duties, safety, statutorily mandated probationary period, training, and other working conditions, a Supplemental Agreement will be negotiated to address these and other applicable issues. Negotiation of the Supplemental Agreement will begin no later than two months following ratification of the full contract.