

Memo

To: Board of Regents
From: Kevin McRae, Director of Labor Relations and Human Resources
Date: February 1, 2010
Re: **Item 146-102-R0310**

I recommend approval of the following labor agreement between the Montana University System and the International Brotherhood of Electrical Workers.

The agreement covers 18 electricians in Missoula, Bozeman, and Billings.

The agreement includes a two-year wage freeze through June 30, 2011.

Tentative Agreement
between the
Montana University System
and the
International Brotherhood of Electrical Workers

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

9.14 TRAINING

Employees may submit requests for all or partial reimbursement for the cost of upgrade classes and other job-related training. Such requests will be reviewed on a case-by-case basis and will be approved or denied based on job relatedness, the cost of the training, benefit to the employer and employee, and the dollars available to fund such training. The employer will provide reimbursement to employees for the cost of ~~twenty-four (24)~~ **thirty-two (32)** hours of approved training over a three (3) year period. If such training is held during regular working hours, employees shall be released from their regular assignments without any loss of pay.

The employer and the union will work together to identify appropriate training for employees who are assigned work with high voltage electricity.

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11.1A LAYOFF

A. Layoff

In the absence of funds to continue the position or work to be performed by the employee holding the position, the employer may lay off the employee for a specified or indefinite term. When the term expires or the reason for the layoff ceases to exist, the employee shall have the right to be reinstated to the position consistent with the employee's retained seniority rights. **For Fiscal Years 2010 and 2011 only (the period from July 1, 2009 through June 30, 2011), the Employer agrees to provide employees who are subject to indefinite layoff with at least 30 days notice of the layoff.**

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14.1 CONTRACT TERM

This contract shall be in full force and effect from the date of July 1, ~~2007~~ **2009**, to and including June 30, ~~2009~~ **2011**, and shall be considered as renewed from year to year thereafter unless either party requests change or termination in accordance with Section 14.2.

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14.2 NEGOTIATIONS SCHEDULE

Either party desiring to change or terminate this agreement must notify the other in writing by April 30, ~~2009~~ **2011**.

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ADDENDUM A
TO CONTRACT BETWEEN
THE MONTANA UNIVERSITY SYSTEM
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

I. WAGES

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

7-1-09 through 6-30-11

	<u>10/01/07</u>	<u>10/01/08</u>
Journeyman Electrician	22.05	22.84
Foreman Electrician	23.59	24.44

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

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In addition to the contract language revisions noted above, the parties agree to the two memorandums of understanding below:

Memorandum of Understanding

Request for new classification: Electrician with Masters License

The following will apply:

Any electrician employed by the University System holding a valid Master Electrician License and designated by the University as the Master of record will be paid a premium of 10.0 percent of base journeyman rate per hour for all hours worked, as long he/she holds such designation.

The open position will be posted in accordance with Article 6.3 and the seniority rights provisions of Article 10.2 shall apply. The reimbursement provisions contained in Article 9.16 will apply with this license. The employer will give the employee thirty (30) calendar days notice before discontinuing this classification. Such discontinuance is not grievable.

If management of the Montana University System deems necessary to utilize the service of a Master Electrician to perform master of record duties (pulling permits per local ordinance, and inspecting completed projects, etc.), such person shall be afforded the opportunity to see that the work is performed up to all applicable codes.

This Memorandum will apply only to the University of Montana Campus in Missoula.

Montana University System

IBEW Local #768

IBEW Local #532

Kevin McRae
Labor Relations Director

Larry Langley
Business Manager

Justin Kopp
Business Manager

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Memorandum of Understanding

Wages and benefits for the contract term ending June 30, 2011

The parties agree:

1. At campuses that have VEBA's affecting members of the bargaining unit, the employer will strive to improve educational opportunities for employees to learn about the VEBA program.
2. The University will provide names of private fitness facilities that offer employee and/or family discounts.
3. If a special session of the Legislature is called by the Governor and convenes to appropriate increased state revenue to the Montana University System during the 2010-11 biennium, the parties agree to re-open the economic provisions of the contract for negotiations.
4. If the Employer negotiates a general pay raise for any other bargaining unit in the Montana University System, the parties agree to re-open the economic provisions of the contract for negotiations.
5. The employer agrees to increase its contribution to each employee's monthly health insurance premium by 8.5% in July 2009 and by 8% in July 2010. The employee must be in a half-time-or-greater position to receive health insurance benefits. Currently the employer pays \$7,512 per year toward each employee's premium. The increases proposed here mean the employer would contribute \$8,148 toward each employee's premium in Fiscal Year 2010 (*\$679 per month*), and \$8,796 toward each employee's premium in Fiscal Year 2010 (*\$733 per month*).

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