

ITEM 127-117-R0505

**Summary of Tentative Agreement
Between
Pacific Northwest Regional Council of Carpenters and Montana University
System
April 2005**

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

1. ADDENDUM A - WAGES

1) a. Wages

Wages will be increased in accordance with the following schedule. Foreman compensation shall be 7% greater than the journeyman rate.

	<u>10/01/05</u>	<u>10/01/06</u>
Journeyman Carpenter	18.35	19.08
Foreman Carpenter	19.63	20.42

c. Locksmith Responsibilities

Employees at UM-Missoula, MSU-Billings and MSU-Bozeman who are assigned to perform locksmith duties and who obtain and maintain any employer required certification shall receive a salary differential of 40 cents per hour. If more than one employee is assigned duties by the employer, each assigned employee shall receive the salary differential. The selection of the employee(s) to be given locksmith responsibilities is at the discretion of the employer. The employer will give an employee ten (10) calendar days notice before discontinuing the employee's locksmith assignment. Such discontinuance is not grievable.

3) Apprentice Wage: Apprentice carpenters shall be compensated at the percentage of the journeyman rate for the period hereinafter specified:

0 hours to 1040 hours - 60%
1041 hours to 2080 hours - 65%
2081 hours to 3120 hours - 70%
3121 hours to 4160 hours - 75%
4161 hours to 5200 hours - 80%
5201 hours to 6240 hours - 85%
6241 hours to 7280 hours - 90%
7281 hours to 8320 hours - 95%

5) Optional Pay: Permanent, non-probationary employees are eligible for lump sum bonuses and strategic pay in accordance with the Montana University System Staff Compensation Program.

2. ARTICLE XI. EMPLOYEE BENEFITS

DEPENDENT PARTIAL TUITION WAIVER

Delete Memorandum of Understanding and Replace with New Section I.

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. This benefit shall apply to employees included in a bargaining unit only after it has been incorporated in a ratified collective bargaining agreement.

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 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, 2009. However, it is expressly understood and agreed that negotiations shall commence prior to June 30, 2007, solely for the purpose of discussing and negotiating an adjustment of wage rates as set forth in Addendum A of this agreement for the remainder of the term of this contract. Either party desiring to commence negotiations for the purpose of adjusting wages shall notify the other party no later than March 30, 2007. The contract 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. Negotiation Schedule

Either party desiring to modify or terminate the agreement must notify the other party in writing by March 30, 2009. Negotiations may commence earlier than specified herein by agreement of the parties. Changes agreed upon shall be reduced to writing and signed by both parties.

4. ARTICLE X. TERMS AND CONDITIONS OF EMPLOYMENT

Section A. 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) calendar months of employment of any employee hired into a permanent position shall be a period of probation. Any time during the period of probation the employee may be discharged without cause and without recourse to the grievance procedure.

5. ARTICLE X. TERMS AND CONDITIONS OF EMPLOYMENT

New Section P. Labor Management Committee

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

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

6. ARTICLE XV. DISCONTINUANCE OF EMPLOYMENT

Section A. Temporary Discontinuance of Employment

3. Layoff Procedure: Except for scheduled layoffs, the employer shall give at least ten (10) working days notice to employees who are to be laid off. Layoffs shall be made in reverse order of seniority within a classification. Recalls to employment shall be in the order of seniority within a classification. Both the employee and the bargaining agent shall be notified by certified mail of any recall to employment and if the employee fails to communicate acceptance of the offer of reemployment within ten (10) working days from the date of receipt of the offer, the employee shall be considered as having forfeited the right to reemployment. (Cross Reference Article X, Section B, 2)

7. ARTICLE X. TERMS AND CONDITIONS OF EMPLOYMENT

Section B. Seniority

2. Seniority Rights: The right of seniority may be exercised by the employee with regard to layoffs, recalls to employment and employment preference. Layoffs shall be made in reverse order of seniority within a classification. Recalls to employment shall be in the order of seniority within a classification. Recalls to employment shall be in order of seniority within a classification as long as the retained employees have the required skills and related qualifications. The employee last hired will be the first released and the last employee released will be the first rehired. Where qualifications of applicants for any position are equal in other respects, an employee with seniority shall prevail. Seniority is not transferable between units of the Montana University System or between the Museum of the Rockies department at Montana State University and other Montana State University departments.

8. PREAMBLE

This agreement is made between the Montana University System with units at Missoula, Bozeman, Billings, and Butte, Montana, hereinafter referred to as the employer, and the Pacific Northwest Regional Council of Carpenters, hereinafter referred to as the bargaining agent, and is for the purpose of mutually establishing the rights of the parties and the terms and conditions of employment of all of those employees covered by this agreement, and the parties hereto mutually agree as follows.

9. ARTICLE XI. EMPLOYEE BENEFITS

Section H. Insurance Coverage

1. Group Insurance: The employer contribution to health insurance for eligible employees shall be in accordance with state statute, 2-18-703, M.C. A. 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.

10. ARTICLE VIII. TYPES OF AVAILABLE EMPLOYMENT

2. **Temporary Employee**: A temporary employee is one whose employment is not intended to be permanent and is limited by an appointment for a specified time period or on a daily, weekly or monthly basis with no expectation of employment beyond the period specified. No temporary employee may be changed to the status of a permanent employee, but any temporary employee may apply for any permanent position for which a recruitment is being conducted. Temporary employment may be discontinued without cause, but at least five (5) working days of notice of discontinuance shall be given those employed for a specified term or on a monthly basis. Temporary employment must be consistent with those classifications, titles, and procedures established by the statewide classification and pay plan and, where applicable, must be at rates established by this agreement. Temporary full-time positions are subject to all collective bargaining requirements after two (2) consecutive calendar months of employment. Temporary employees who work greater than two (2) consecutive calendar months will be given credit for that time for purposes of leave and health insurance eligibility if reemployed within twelve (12) months of termination.

11. ARTICLE IX. VACANCIES AND PROMOTION

Section E. Preference in Employment

1. **Veterans**: The employer will comply with Montana State and Federal regulations and statutes relative to veterans' preference

12. ARTICLE XI. VACANCIES AND PROMOTION

Section A. Leaves of Absence With Pay

3. **Military Leave**: Paid or unpaid military leave shall be granted in accordance with state law, a copy of which is attached in Addendum B.