

ITEM 128-103-R0705

Summary of Tentative Agreements Between Butte Teamsters Union, Local No. 2 And Montana University System

1. Dependent Partial Tuition Waiver

Delete Memorandum of Understanding and Replace with:

Article VIII. EMPLOYEE BENEFITS

Section I. 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. 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.

2. Article XIV, Contract Term and Legislative Contingencies

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, by March 30, 2007, of their desire to modify or terminate this agreement.

3. New Letter of Understanding, Accrual of Non-Exempt Compensatory Time

In accordance with the following procedure, Food Service employees may accrue compensatory time in excess of the maximum designated in Article XIII, Section C.2. of the collective bargaining agreement.

The employee shall submit to the immediate supervisor a written request (on a pre-approved form) each time the employee would like to accrue compensatory time and the employee is at or above the specified maximum.

If the supervisor approves the request, it will be forwarded to the department director for approval or denial.

The Personnel and Payroll Services Office will be sent the forms after approval by the Director.

4. Addendum A, Wages

A. FY 2006-FY 2008 Wage Increases

1. Effective October 1, 2005, all employees hired on or before September 30, 2005, shall receive a base wage increase of 3.5 percent OR \$1,005 annually, whichever is greater.
2. After the 3.5 percent or \$1,005 increase is applied, those employees not making at least \$8.25 per hour (base wage) shall be increased to that rate.
3. Effective October 1, 2005, no newly hired employee in the bargaining unit will be paid less than \$8.25 per hour.
4. Effective October 1, 2006, all employees hired on or before September 30, 2006, shall receive a base wage increase of 4.0 percent OR \$1,188 annually, whichever is greater.
5. Effective July 1, 2005, the Montana University System Staff Compensation Plan will cover all employees in the bargaining unit. Employees may be eligible for Strategic, Lump Sum Bonus, Progression/Career Ladder, and In-Range Progression pay options.

- B. Effective July 1, 2005, any maintenance worker who has been assigned the responsibility of asbestos abatement and microbial remediation and who obtains and maintains required training

and certification shall receive a fifty cents (\$.50) per hour salary differential for the duration of the assignment.

- C. Newly hired employees will be paid according to the Montana University System Staff Compensation Plan entry rates of pay, effective October 1, 2005. Employees hired on or before September 20, 2005, making less than the new hire rate of pay will be paid at least the new hire rate.

5 Addendum B-1, Article III, Pension Plan

A majority of employees employed in positions covered herein, as listed under Article II, have elected to participate in the Western Conference of Teamsters Pension Trust Fund. It is understood and agreed on the part of the employer, union and employees that all employer contributions shall be in lieu of wages and shall be based on a contribution rate of eighty cents (\$.80) per hour for all regular non-overtime hours worked. Contributions on behalf of each employee as provided herein above, shall be remitted on a monthly basis by the employer no later than the 20th day of each month and shall be based upon the previous month's compensable hours to the Western Conference of Teamsters Pension Trust Fund. Pursuant to state law, no such wages will be deferred to pension contributions as provided herein without each individual employee executing proper authorization to do so; provided, however, the parties recognize that in compliance with the provisions of the Western Conference of Teamsters Pension Trust Fund selective employee participation is prohibited. Participation in the Western Conference of Teamsters Pension Trust Fund is therefore a condition of employment for all bargaining unit employees covered by Addendum B-1 until such time that a majority of such employees elect to discontinue participating in the fund. The language contained in Article IV, Section 2, Excluded Employees, that excludes part-time and temporary employees from the bargaining unit does not apply for purposes of the pension plan provisions for those employees employed in the classifications listed in Addendum B-1 of the labor agreement. Such part-time and temporary employees are required to participate in the Western Conference of Teamsters Pension Trust Fund irrespective of the number of hours or days employed but are not covered by any other provision of the collective bargaining agreement.

6. Article XIII, Compensation

Section A. Wages

Compensation of staff shall be consistent with the Montana University System Staff Compensation Plan.

7. Article IV, Rights of the Union

Section A. Representation and Unit Definition

1. Recognition

The employer recognizes the union as the sole and exclusive representative of those employees in job titles within the bargaining unit for purposes of bargaining with the employer regarding terms and conditions of employment and representing the interests of those employees consistent with the terms of this agreement. Job titles mutually agreed to be within the bargaining unit are listed in Addendum B-1 and B-2.

Addendum B-1

Article II, Job Titles

The bargaining unit shall include the following job titles within Facilities Services of Montana State University-Bozeman except when a position is included in the Laborer's bargaining unit. All job titles may not be filled at all times.

- Equipment Operation I, II
- Maintenance Worker I, II
- Warehouse Worker I, II
- Warehouse Foreman

Addendum B-2

Article III, Job Titles

Section A.

The bargaining unit shall include the following job titles within Residence Life and University Food Service of Montana State University-Bozeman except when a position is included in the Laborer's bargaining unit. All job titles may not be filled at all times.

- Cook I, II, III
- Baker I, II
- Cashier I, II

Culinary Associate I, II
Culinary Services Supervisor I, II
Culinary Services Manager I
Storekeeper I, II
Custodian I, II
Custodial Supervisor I, II

7. Article VII, Terms and Conditions of Employment

Section A. Probationary Periods

The first three (3) months of employment of any employee hired into a permanent position shall be a period of probation. The probationary period may be extended an additional three (3) months with written notice to the employee and the bargaining agent. Upon request the bargaining agent shall be granted an opportunity to discuss the extension.

Probationary employees may be discharged any time during the probationary period without a showing of cause and without recourse to the grievance procedure.

Probationary employees do not have seniority, however after completing the probationary period in a permanent position seniority shall relate back to date of hire.