

**ITEM 128-108-R0705**

Summary of Tentative Agreements  
Montana University System  
And  
Vocational Technical Educators of Montana (VTEM)  
June 6, 2005

**1. ARTICLE 4, FACULTY MEMBER RIGHTS AND WORKING CONDITIONS**

**New 4.16 Dependent Partial Tuition Waiver (Delete APPENDIX E)**

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.

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 8. GRIEVANCE PROCEDURE AND ARBITRATION**

**8.7 INFORMATION**

At all steps of the grievance procedure, the grievant shall have the right to request the employer to produce the relevant records relating specifically to the particular grievance in question. Neither the employer nor the union may rely on any evidence in arbitration which was requested by either party and not provided.

**3. ARTICLE 4. FACULTY MEMBER RIGHTS AND WORKING CONDITIONS**

**4.10 UNION/MANAGEMENT COMMITTEE**

Joint union-management committees will be established at each College of Technology for the purpose of discussing any matters of mutual concern and to improve communications between the employer and members of the bargaining unit. The committees shall consist of not more than three (3) members appointed by the union and three (3) members appointed by the employer, or an alternative equal number of union and employer-appointed members mutually agreed to by the employer and union.

No change in second paragraph.

**4. ARTICLE 12, TERM OF AGREEMENT**

**12.1 TERM OF AGREEMENT**

This agreement shall be in effect from ten (10) working days after the date of ratification or July 1, 2005, whichever is later, and shall continue until 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 1 2007, of its desire to modify or terminate this agreement. Negotiations on a subsequent agreement shall commence on a mutually agreeable date.

**5. ARTICLE 10. COMPENSATION**

**10.1 SALARIES**

**A. Salary Increases**

Effective October 1, 2005, all employees hired on or before September 30, 2005, shall receive a base pay raise of 3.5 percent or \$1,005 annually, based upon full-time status, whichever is greater.

Effective October 1, 2006, all employees hired on or before September 30, 2006, shall receive a base pay raise of 4.0 percent or \$1,188 annually, based upon full-time status, whichever is greater.

**B. Salary Minimums**

Minimum salaries for each level during the term of this agreement are as follows:

	<b><u>October 1, 2005</u></b>	<b><u>October 1, 2006</u></b>
Level I	\$30,577	\$31,800
Level II	\$34,244	\$35,614
Level III	\$39,143	\$40,708
Level IV	\$44,030	\$45,791

**6. NEW MEMORANDUM OF UNDERSTANDING, APPENDIX E**

It is hereby understood that references in the collective bargaining agreement to "1/170<sup>th</sup>" and "170" as factors used for the purpose of calculating overload and summer programs compensation do not mandate the assignment by the employer of 170 instructional and instructional-related days each academic year. It is acceptable for the employer to assign fewer than 170 academic year instructional and non-instructional days in any given year

The employer shall encourage input from the union-management committee at each college relative to pertinent topics and effective utilization of instructional-related (IR) days.

The employer shall retain the final discretion in assignment of IR days.

**7. NEW MEMORANDUM OF UNDERSTANDING, APPENDIX F**

Campus Union/Management Committees, or other appropriate committees, will develop supplemental agreements addressing workload by March 31, 2006.

**8. ARTICLE 10 COMPENSATION**

**10.1 SALARIES**

F. Merit Awards

Merit awards may or may not be implemented at each campus during AY 2005-2006 and AY 2006-2007 at the discretion of the employer.

**9. ARTICLE 9, TENURE, SENIORITY, AND LAYOFF**

**9.1 TENURE**

Modify 6<sup>th</sup> paragraph to read:

Faculty members who were granted tenure prior to the effective date of this agreement shall retain their tenure status until resignation, retirement, layoff or termination for cause.