

**ITEM 128-109-R0905**

**Summary of Tentative Agreement  
Between  
The United Association of Plumbers and Pipefitters  
And  
Montana University System  
June 2005**

**1. ADDENDUM A**

**V. APPRENTICES**

**New Section C. Employer Contributions**

An annual fee will be paid to the union for each apprentice hired. The fee and schedule of payments will be determined at the campus level through mutual agreement of the parties.

**2. ARTICLE XI. EMPLOYEE BENEFITS**

**New Section I. Dependent Partial Tuition Waiver**

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.

**3. 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. At any time during the period of probation the employee may be discharged without any showing of cause.

**4. 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, and 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. Negotiations Schedule

It is expressly understood and agreed that negotiations shall commence no later than March 31, 2007, solely for the purpose of discussing and negotiating an adjustment of wage rates set forth in Addendum A for the remainder of the term of this contract.

Either party desiring to modify or terminate the agreement must notify the other in writing by March 30, 2009.

Prebudgetary negotiations shall commence upon mutual agreement.

**5. ADDENDUM A**

**VI. WAGES**

All employees in each classification will be compensated at the following wage rates.

	<u>October 1, 2005</u>	<u>October 1, 2006</u>
Maintenance Plumber	21.59	22.45
Refrigeration Technician	21.59	22.45
Plumber Foreman	23.10	24.02
Refrigeration Technician Foreman	23.10	24.02

The Foreman positions shall be an additional seven (7) percent of the Maintenance Plumber and Refrigeration Technician base wage.

When a member of the bargaining unit is assigned the duties and responsibilities of Foreman of the bargaining unit in the absence of the regular Foreman for eight (8) or more consecutive hours, the employee will receive the higher hourly rate of pay for the duration of the assignment.

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.