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IDnum 271 **Language** English **Country** United States **State** MT

Union IAMAW (International Association of Machinists and Aerospace Workers) AFL-CIO

Local 88

Occupations Represented
Machinists
Locksmiths and safe repairers
Industrial machinery installation, repair, and maintenance workers

Bargaining Agency Montana University System

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2001 **EndYear** 2003

Source <http://www.montana.edu/wochelp/collbarg/machinists/machinists.html>

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Notes

Contact

Full text contract begins on following page.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
MONTANA UNIVERSITY SYSTEM
AND THE
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND
AEROSPACE WORKERS
JULY 1, 2001 to JUNE 30, 2003

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PREAMBLE

This agreement is made and entered into on this the 1st day of July, 1997, by and between the Montana University System with units at Missoula, Bozeman, and Butte, Montana hereinafter referred to as the employer, and the International Association of Machinists and Aerospace Workers, Local 88, District 86, 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:

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, 2001 to and including June 30, 2003, 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

Either party desiring to modify or terminate the agreement must notify the other in writing by April 30, 2003. Negotiations may commence prior to the legislative session upon agreement of the parties. When notice for changes only is given, the nature of these changes desired must be stated in the notice. However, changes agreed upon shall be reduced to writing and signed by both parties.

Section C. Legislative Contingencies

In the event the University System budget request is appropriated by the legislature in the amount requested, this agreement shall remain in full force and effect. Should the appropriation be less than the request, this agreement may be opened for renegotiation by the employer as to any portion thereof, the performance of which is contingent upon availability of financial resources. Should the legislature alter or amend a statutory provision contained in this agreement, the agreement may be opened for renegotiation by either party as to those clauses of the agreement affected by the legislative action.

ARTICLE II. SAVING CLAUSE

Should any portion of this agreement be determined invalid or unenforceable by any court or other judicial or quasi-judicial body with authority to make such a determination, the rest of the agreement shall remain in full force and effect and either of the parties may request immediate negotiations to seek agreement on a mutually satisfactory replacement for that invalidated or unenforceable portion. Throughout this contract, benefits provided to all state employees by statute are summarized. These benefits are changed from time to time by the legislature. The intent of the parties is that employees will receive benefits in accordance with current state statutes.

ARTICLE III. INTERIM AMENDMENT

Either the bargaining agent or the employer may request a meeting for the purpose of negotiating changes in this agreement during the effective period thereof, and upon mutual agreement of the parties, changes may be negotiated and made effective upon any date agreed upon by both parties subject to appropriate ratification by the bargaining unit and the Commissioner of Higher Education.

ARTICLE IV. WORK STOPPAGES

There shall be no strikes, slowdowns, or other work stoppages on the part of the bargaining agent and there shall be no lockouts by the employer during the term of this agreement.

ARTICLE V. NONDISCRIMINATION

- [Cooperative Effort](#)
- [Employer Obligation](#)
- [Bargaining Agent Obligation](#)

Section A. Cooperative Effort

The employer and the bargaining agent agree that they will work cooperatively to assure that all employees have equal employment opportunities.

The employer will not discriminate against any employee or applicant for employment because he/she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The employer will take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status.

Section B. Employer Obligation

The employer agrees that it will not refuse employment to any person, or bar such person from employment, or discriminate against such person in compensation, or in a term, condition, or privilege of employment because of such person's political beliefs, race, religion, color or national origin, or because of age, physical or mental disability or sex when the reasonable demands of the position do not require an age, physical or mental disability or sex distinction.

Section C. Bargaining Agent Obligation

The bargaining agent agrees that it will not exclude or expel any persons from its membership, apprenticeship or training program because of such person's sex, age, physical or mental disability, race, religion, color, or national origin, nor will the bargaining agent discriminate in any way against any member of or applicant to the bargaining agent, organization or applicant to or employee of the employer.

ARTICLE VI. RIGHTS OF THE BARGAINING AGENT

- [Representation and Unit Definition](#)
- [Bargaining Agent Security](#)

Section A. Representation and Unit Definition

1. Recognition

The employer recognizes the bargaining agent as the sole and exclusive representative of those employed in classifications 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. Classifications and job titles mutually agreed to be within the bargaining unit are in the attached addendum designated by the appropriate university unit. The term employee as it is used in this agreement shall mean a bargaining unit employee.

2. Excluded Employees

Temporary and student employees shall be excluded from this agreement so long as such employment will not result in any reduction in the number of persons employed in the bargaining unit or in the number of regular hours of employment of any employee in the bargaining unit. Temporary employees are excluded from the bargaining unit except that temporary employees who work in classifications covered by this agreement an average of twenty (20) hours or more a week in excess of three (3) consecutive months shall be included in the bargaining unit. Part-time employees who are scheduled for less than an average of twenty (20) hours per week are excluded from the bargaining unit.

Section B. Bargaining Agent Security

1. Payment of Dues or an Equivalent Contribution

a. Condition of Continued Employment

All present employees covered by this agreement who are not members of the bargaining agent's labor organization who do not make application for membership therein within the thirty (30) calendar days of the effective date of this agreement shall, as a condition of continued employment, pay to the bargaining agent a representation fee to be established by the union in lieu of initiation fees and monthly dues as a contribution toward the

administration of this agreement. New employees shall be allowed thirty (30) calendar days after employment in which to comply with this requirement. Any person who fails to comply with this requirement shall be discharged by the employer within seven (7) calendar days after receipt of written notice from the bargaining agent.

b. Employee's Right to Dues Checkoff

The employer agrees, upon receipt of written authority from the employee, to deduct from the pay of the employee the monthly amount of dues, or service fee in lieu of dues, as certified by the appropriate office of the bargaining agent. The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the appropriate office of the bargaining agent by the 15th of the succeeding month. (39-31-203, M.C.A.)

a. Exemption from Membership or Support of a Labor Organization

An employee has the right of non-association and nonsupport of a labor organization based on religious grounds. The requirements and procedure for assertion of this right shall be in accordance with 39-31-204, M.C.A.

b. The bargaining agent will indemnify and hold the employer harmless against any and all liability including but not limited to such items as wages, damages, awards, court costs, and attorney fees which arise by reason of or result from the operation of this article.

2. Appointment of Employee Representative of Bargaining Agent

The bargaining agent shall have the right to appoint an employee representative in designated departments who shall be recognized by the employer as having authority to report irregularities in interpretation or application of this agreement to the bargaining agent and to assist the staff of the bargaining agent in the adjustment of grievances. Said representative shall not be discriminated against for discharging duties assigned by the bargaining agent, it being understood that performance of such duties shall not materially interfere with performance of the employee's normal duties.

3. Upholding Bargaining Agent Principles

No employee shall be discharged or discriminated against for upholding union principles that constitute protected activity under the Collective Bargaining Act. No member working under the instructions of the union, or who serves on a committee, shall be discontinued from employment or be discriminated against

for that reason, it being understood that such activities may not materially interfere with the performance of the employee's normal duties.

4. Representation by Bargaining Agent

Each employee covered by this agreement shall have the right to have a representative of the bargaining agent present when disciplinary action is contemplated. It shall be the responsibility of the employee to ensure that the bargaining agent representative is notified and is present at any such discussion.

5. Rights to Notice and Communication

a. Change in Job Titles or Classifications

Notice of any intent to add or delete classifications or job titles shall be given by the employer to the bargaining agent. No employee shall be reclassified or reallocated to a lower or higher classification until the employer has provided the bargaining agent at least ten (10) working days notice to allow for comment or appeal.

b. Seniority List

Upon request, each campus shall make a seniority list available to the bargaining agent and employees.

c. Visiting Work Areas

The authorized representative of the bargaining agent may visit members of the bargaining agent in work areas during work hours with approval from the appropriate supervisor and the personnel officer.

d. Bulletin Boards

The bargaining agent shall have the right to use specified bulletin boards and regular posting areas for posting of official business notices.

e. Policy Manual

The bargaining agent shall be furnished, upon request, a current copy of any official policy of the employer relating to the terms or conditions of employment of employees in the bargaining unit.

f. Meeting Rooms

When available, and upon receipt of adequate notice and request, the employer shall provide meeting room space for bargaining agent meetings with bargaining unit personnel in accordance with campus regulations.

g. Copies of Contract

Upon final ratification and approval of this agreement, the employer shall prepare and make available to the bargaining agent a copy of the agreement. The union shall be responsible for providing copies of the agreement for employees and the employer for supervisors.

ARTICLE VII. MANAGEMENT RIGHTS

The bargaining agent recognizes the prerogative of the employer, subject to the terms of this agreement, to operate and manage its affairs in such areas as, but not limited to:

1. directing employees;
2. hiring, promoting, transferring, assigning and retaining employees;
3. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
4. maintaining the efficiency of the employer's operations;
5. determining the methods, means, job classification and personnel by which the employer's operations are to be conducted;
6. taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency; and
7. establishing the methods and processes by which work is to be performed. (39-31-303, M.C.A.)

ARTICLE VIII. TYPES OF AVAILABLE EMPLOYMENT

Section A. Possible Duration and Extent of Employment

The anticipated "duration" of employment or expectation of continued employment is determined by whether the position is "permanent" or "temporary." The number of hours of scheduled work or "extent" of employment is determined by whether the position is "full-time" or "part-time." The following define the types of available positions regarding "duration" and "extent" of employment.

1. Permanent Employee

A permanent employee is one who has completed the probationary period in a permanent position. The employment of the permanent employee is of unlimited duration and once the probationary period has been served may not be discharged without cause.

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 positions are subject to all collective bargaining requirements after three (3) months of employment.

3. Full-Time Employee

Any employee regularly scheduled to work at least forty (40) hours per week is a full-time employee. Full-time employees may be either permanent or temporary.

4. Part-time Employee

Any employee who works less than a regular forty (40) hour week is a part-time employee. Part-time employees may be either permanent or temporary.

ARTICLE IX. VACANCIES AND PROMOTIONS

- [Posting and EEO Procedures](#)
- [Job Change Encouraged Without Penalty](#)
- [Nepotism](#)

Section A. Posting and EEO Procedures

The employer will establish and maintain EEO procedures which shall be applicable to the recruitment and filling of all positions. Posting and publication of notice of permanent vacancies within the bargaining unit shall be consistent with the requirements of the employer's EEO procedures.

Section B. Job Change Encouraged Without Penalty

It shall be the policy of the employer to openly encourage present employees to make application for new, different or more advanced positions for which they may be qualified without apprehension or concern about penalty or loss of their present position.

Section C. Nepotism

Nepotism is prohibited as defined by state law (2-2-301, et seq. M.C.A.).

ARTICLE X. TERMS AND CONDITIONS OF EMPLOYMENT

- [Probationary Period](#)
- [Seniority](#)
- [Outside Employment](#)
- [Vehicle Registration and Parking](#)
- [Employment Records](#)
- [Educational Leave and Fee Waivers](#)
- [Ethical Conduct](#)
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- [Safety of Working Conditions](#)
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- [Emergency Use of Health Service](#)

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 four (4) calendar months of employment of any employee hired into a permanent position shall be a period of probation. If in the best interest of the employee and the employer, this period may be extended an additional two (2) calendar months with written notice to the bargaining agent and the affected employee.

Section B. Seniority

1. Seniority Defined

Seniority means a permanent employee's length of continuous service with the employing campus in a position covered by this agreement. The seniority date for all permanent employees shall typically be the most recent date of hire in a bargaining unit position. However, a permanent employee's service in a temporary position in a classification listed in Addendum A shall count towards the employee's seniority date if there was no break in service between employment in a temporary position and in a permanent bargaining unit position.

a. Seniority Revoked

Seniority shall be revoked upon resignation, discharge, transfer or promotion out of the bargaining unit exceeding one (1) year.

b. Seniority in Hiring or Promotion

When filling a vacant position in the bargaining unit where the qualifications of applicants are equal in all other respects, an employee with seniority shall prevail.

c. Selection of Employees for Layoff

Seniority shall be the controlling factor in selection of employees for layoff within each classification. Whenever possible, the employer shall give affected employees and the bargaining agent at least thirty (30) calendar days notice of anticipated layoffs.

d. Recall

Employees shall be eligible for recall for one (1) year from the date of any layoff. Recall from layoffs shall be in reverse order of layoff. The employee shall be notified by certified mail of any recall to employment. If the employee fails to communicate acceptance of the offer of recall within ten (10) working days from the date of the mailing of the written notice, the employee shall be considered as having forfeited any right to recall. Recall from layoff shall constitute reinstatement under the terms of this agreement.

Section C. Outside Employment

Any employee may engage in outside employment which does not interfere with the employee's performance or the employment covered by this contract or which does not involve use of the employer's property, facilities, authority or name.

Section D. Vehicle Registration and Parking

All employees covered by this agreement shall be provided staff parking in existing parking areas, provided however, that each employee shall register any vehicle parked on campus in accordance with applicable regulations. The employer may charge a registration fee per vehicle and may assess fines for violations of motor vehicle and parking regulations, or order the removal of vehicles parked in violation of regulations at the expense of the violator, and withhold the amount of any unpaid fines from wages. (20-25-312, M.C.A.)

Section E. Employment Records

Any employee shall be entitled, upon request, to see any of his/her own employment records in the possession of the employer.

Section F. Educational Leave and Fee Waivers

All employees are encouraged to pursue self-improvement or self-enrichment courses of study. Any employee may take any number of courses for which the employee is academically qualified.

1. Time-Off to Attend Class

When a course which an employee desires to take is only offered during the employee's regular work schedule, the course may only be taken with the advance written approval of the supervisor. This approval may not be arbitrarily or capriciously withheld, but may be withheld if attendance would interfere with the employee's job performance or with the effective operation of the work unit. The time off may be taken as either vacation leave, leave without pay or with the prior written consent of the supervisor, may be made up within the same working day.

2. Fee Waivers

Any employee who has successfully completed the probationary period and who is regularly scheduled for at least three-quarter time (.75 FTE) during the entire period of enrollment, may be entitled to a waiver of all fees except registration and building fees in accordance with the individual unit's current policy. Application for this fee waiver must be made in advance in accordance with the procedures published by the Registrar. If an employee is laid off after the first day of enrollment, the waiver shall continue for that quarter/semester.

3. Required Courses

When a supervisor requires an employee to take a course to update his/her knowledge in a field directly related to the employee's assigned duties, all costs associated with the course shall be paid by the department and the employee shall not be required to "make up" the time spent attending class. Each situation of this nature shall require the advance written approval of the college Dean or appropriate Vice President.

4. Training

Employees may request to attend training to update their job knowledge or to obtain new job related skills. Such requests will be approved or denied on job relatedness, the cost of the training, benefit to the employer and employee, and the dollars available to fund such training. If such training is held during regular working hours, employees shall be released from their regular assignments without any loss of pay. It is understood, however, that employees may not earn overtime pay because of attendance at employee requested training.

Section G. Ethical Conduct

Public employees have a special obligation to carry out their duties for the benefit of the people of the state and to avoid taking actions that cause them to violate the public's trust. State law at 2-2-101 through 2-2-304 MCA includes several specific prohibitions and provides for significant penalties including fines and imprisonment for violators. Employees may also be subject to discipline for violation of public trust. Examples of prohibitions include but are not limited to: 1) using work time, facilities, equipment supplies, personnel or funds for private business purposes including any campaign activity persuading or affecting a political decision; 2) engaging in any activity, including lobbying on behalf of an organization of which the employee is a member while performing job duties 3) receiving two salaries as a public employee for work during overlapping hours; 4) accepting a substantial gift or economic benefit, or reward for an official action; 5) disclosing or using confidential information acquired in the course of official duties in order to further the employee's personal economic interests; 6) assisting any person for a fee or other compensation in obtaining any service, claim, license, or other economic benefit from the employer; 7) performing any official act directly and substantially affecting a business or other undertaking in which the employee has a substantial interest or is engaged as a consultant, representative or agent; 8) soliciting or accepting employment or engaging in meetings or negotiations to consider employment with a person who the employee regulates in their official duties without first giving notice to their supervisor, or 9) engaging in a substantial transaction for private business purposes with a person the employee inspects or supervises.

Section H. Staff Participation in Governance

The employer shall not discontinue staff participation in governance and shall continue to grant nonacademic membership on the committees when in the best interest of the institution or when the function of the committee is affected with nonacademic staff interests. Staff participation in governance shall not be regarded as an incursion into the area of exclusivity of representation which is the right of the bargaining agent except as to those matters specifically negotiated in the collective bargaining agreement. Nothing in this section requires either the establishment or the continuation of committees or the concurrence with any recommendations thereof.

Section I. Meal Periods

No employee shall be scheduled to work more than five (5) consecutive hours without being allowed a meal period, except in cases of emergency. No meal period shall be for less than one-half (1/2) hour.

Section J. Safety of Working Conditions

The employer shall furnish a place of employment which is safe for employees therein, and shall furnish and use and require the use of such safety devices and safeguards, and shall adopt and use such practices or methods as are adequate to render the place of employment safe, and shall do everything reasonably necessary to protect the life and safety of employees. (50-71-201, M.C.A.) No person shall remove, damage or refuse to

use any safety device or safeguard or interfere in any way with the use thereof or of any practice or method adopted for protection of employees. (50-71-203, M.C.A.) Employees shall notify the supervisor of any safety hazards incident to their employment. (50-71-322, M.C.A.)

Section K. Contracting for Services

It is the intent of the parties to preserve the work and job opportunities of the employees covered by this agreement. It is also, however, an obligation as well as a management prerogative of the employer to maintain the efficiency of the employer's operations and to determine methods and means by which those operations are to be conducted. The employer shall make every reasonable effort to retain the employees covered by this agreement and will not make any arrangements to contract with any outside firm for any of the services ordinarily rendered by said employees which would jeopardize their continued employment without disclosure to the bargaining agent sufficiently in advance to accommodate discussion between the parties of the contemplated action. The employer shall not enter into any such contract for services unless it can be proven that said contract would result in increased efficiency of operations by way of obtaining the same services at less cost or additional services for the same cost, or unless it can be proven that such action is necessitated by financial exigency. The employer agrees it shall be a condition of any such contract for services which may displace employees covered herein that the contractor shall offer employment to as many of said employees who would be displaced by said contract as the number of similarly qualified employees who shall be required by the contractor to effect performance of the contract. It is understood, however, that the employer may not require the terms of the contractor's offer of employment to be identical to or commensurate with those of the employee's contract with the employer. The provisions of this paragraph are subject to the grievance procedure and no work which would result in displacement of any employee within the bargaining unit shall be contracted prior to a final decision on any grievance filed under the terms of this paragraph.

Section L. Emergency Use of Health Service

Any employee shall be allowed to use the Health Service, if available at the unit, for emergency treatment. The Health Service will be allowed reasonable charges for such service which shall be billed to the employee.

ARTICLE XI. EMPLOYEE BENEFITS

- [Leave of Absence with Pay](#)
- [Leaves of Absence Without Pay](#)
- [Holidays](#)
- [Rest Periods](#)
- [Retirement](#)
- [Protective Clothing or Uniforms](#)
- [Tools Provided](#)
- [Insurance Coverage](#)
- [Union Pension Plan](#)
- [Prescription Safety Glasses](#)

Section A. Leave of Absence with Pay

1. Annual Vacation Leave

Employees shall be eligible for annual vacation leave in accordance with state statute, a copy of which is attached in Addendum B.

a. Holidays Not Leave Time

Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on paid sick leave or paid vacation shall be earned by the employee and not charged as sick leave or vacation.

b. Vacation Scheduling

The dates when employees' annual vacation leaves shall be granted shall be determined by agreement between each employee and his/her supervisor with regard to the best interest of the employer as well as the best interest of the employee.

c. Charges by Quarter Hour

Vacation charges shall be recorded in increments of one-quarter (1/4) hour.

d. Extension by Leave Without Pay

Leave of absence without pay may be used to extend regular vacation with prior approval of the supervisor.

2. Sick Leave

Employees shall be eligible for sick leave in accordance with state statute, a copy of which is attached in Addendum B.

a. Definitions

Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, pregnancy, or pregnancy-related illness; exposure to contagious disease that requires quarantine; the necessary absence from duty to receive a medical or dental examination or treatment; a necessary absence due to the illness of a member of the employee's immediate family requiring the attendance of the employee, until professional or other attendance can be obtained; or the death of a member of the employee's immediate family. The employee's immediate family shall consist of: spouse, parents, grandparents, brothers, sisters, children, household dependents, and the same relatives of the employee's spouse in like degree.

b. Policy

Accumulated sick leave credits should be regarded by employees as valuable free health insurance that maintains the employee's income during a period of personal illness or family emergencies. Sick leave benefits should be carefully guarded and not dissipated or abused.

c. Reporting

Any illness, medical appointment or emergency which will necessitate use of sick leave shall be reported by the employee to the employer as soon as possible, and it shall be the responsibility of the employee to assure proper reporting of use of sick leave for record keeping purposes.

d. Charges in Excess of Credits

Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave or leave without pay at the employee's option.

e. Charges by Quarter Hour

Sick leave charges shall be recorded in increments of one-half (1/4) hour.

f. Physician's Certificate

A physician's certificate or other evidence to substantiate a sick leave charge may be required by an employee's immediate supervisor or appointing authority if a question of abuse exists. Notice of this

requirement must be made known to the employee when the employee reports back to work. A physician's certificate may also be requested to verify an employee's readiness to return to work.

g. Medical Appointments

Medical appointments may be charged to sick leave provided the minimum time charged is not less than one-half (1/2) hour. The employee must notify the supervisor of a medical appointment at least twenty-four (24) hours in advance except in case of emergency.

h. Pregnancy as Illness

Disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

i. Holidays Not Charged

Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

j. Abuse Defined

Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes.

k. Employer Substantiation of Abuse

The employer must be able to substantiate any charges of sick leave abuse that result in an employee's dismissal and forfeiture of the lump sum payment.

l. Alternative Assignment

In the event that an employee becomes incapable of performing the duties of his/her regular classification through occupational illness or industrial accident, the employer may transfer the employee without loss of pay to a position for which he/she is qualified provided the change can be accomplished without displacing another employee.

m. Workers' Compensation Not Charged

Because an employee's pay continues while on sick leave, no employee is entitled to be paid both sick leave and workers' compensation payments. An employee injured on the job has the option of taking either sick leave or workers' compensation payments and if sick leave runs out, may receive workers' compensation payments.

3. Jury Duty or Subpoena

Any employee summoned as a juror or subpoenaed as a witness shall be granted leave in accordance with state law, a copy of which is attached in Addendum B.

4. Military Training Leave

Military training leave shall be granted in accordance with state law, a copy of which is attached in Addendum B.

Section B. Leaves of Absence Without Pay

1. Discretionary Leave

Any employee desiring leave of absence without pay shall secure approval from the employer. Approval of any leave without pay for five (5) or more days shall be obtained in writing from the supervisor. The maximum leave of absence shall not exceed six (6) months and may be extended at the discretion of the employer, total not to exceed one (1) calendar year. As a general policy, unless other arrangements are approved, annual leave or sick leave, if applicable, must have been exhausted before leave without pay may be taken.

2. Public Service Leave

An employee who is elected or appointed to public office shall be entitled to leave of absence without pay not to exceed one hundred eighty (180) days per year in accordance with state law, a copy of which is attached in Addendum B.

3. Bargaining Agent Representative Leave

The employer may grant reasonable leaves of absence without pay to one or two employees whenever required in the performance of duties as "duly authorized representatives of the bargaining agent." "Duly authorized representatives" means members of regularly constituted committees and/or officers of the bargaining agent, and a list of such representatives will be supplied to the Personnel Director or other appropriate official by the bargaining agent.

4. Maternity Leave

Eligible employees shall be granted maternity leave in accordance with state law, a copy of which is attached in Addendum B.

5. Effect of Leave Without Pay

When on a leave without pay, an employee retains none of the benefits or burdens of employment except a right to return to employment. If the leave exceeds fifteen (15) days, the employer's contribution to medical insurance may be discontinued. However, an employee may remain on group medical insurance by personally paying the amount of the employee's contribution plus the regular monthly premium. None of the time on leave without pay may be considered for holidays which fall during leaves without pay; nor is a person a state employee during such leave for purposes of state insurance coverage or use of state property or facilities, including state vehicles. Seniority will cease to accrue during leaves without pay in excess of fifteen (15) days.

Section C. Holidays

1. Employees shall be granted the following paid holidays:

- a. New Year's Day - January 1
- b. Martin Luther King Jr. Day - Third Monday in January
- c. Lincoln's and Washington's Birthdays - Third Monday in February
- d. Memorial Day - Last Monday in May
- e. Independence Day - July 4
- f. Labor Day - First Monday in September
- g. Columbus Day - Second Monday in October
- h. Veteran's Day - November 11
- i. Thanksgiving Day - Fourth Thursday in November
- j. Christmas Day - December 25
- k. State General Election Day - In even numbered years

The Board of Regents of Higher Education may designate the following business days as holidays for campus employees in exchange for the same number of legal holidays enumerated above in accordance with 20-25-306, M.C.A.

- a. the Friday following Thanksgiving;
- b. the Monday before Christmas Day or New Year's Day if either holiday falls on Tuesday; and
- c. the Friday after Christmas Day or New Year's Day if either holiday falls on Thursday.

2. Holiday Pay

Employees shall receive regular pay for all holidays and all time worked on any holidays shall be compensated at the rate of time and one-half (1-1/2) in addition to regular holiday pay.

3. Eligibility for Holiday Pay

No employee shall be entitled to holiday pay for any holiday which falls during any period during which the employee is not regularly employed (such as seasonal layoffs or leaves without pay) except as otherwise herein provided.

4. Additional Day Off

Any full-time employee who is scheduled for a day off on a day which is observed as a holiday shall be entitled to receive a day off either on the day preceding or following the holiday, whichever allows a day off in addition to the employee's regularly scheduled day off or an alternate day off which is agreeable to the employee and employer. (2-18-603, M.C.A.)

5. Part-Time -- Prorated

Part-time permanent employees shall be granted holiday pay on a pro rata basis.

6. Last Day Rule

In order to be eligible for holiday pay, an employee must be in a pay status on the last regularly scheduled working day immediately before or on the first regularly scheduled day immediately after the holiday (2-18-603, M.C.A.). If a new employee or an employee returning from inactive status or layoff reports to work on a day following the holiday, the employee will not receive compensation for the holiday except as provided for herein.

7. During Terminal Leave

Any employee who elects to take leave in lieu of a lump sum payment for accrued annual vacation upon termination of employment shall receive an extra day's pay for each holiday that falls during the leave time taken.

8. Holiday Layoff

Employees temporarily laid off due to Christmas vacation shall be entitled to holiday pay for Christmas and New Year's Day. Any employee indefinitely laid off or terminated five (5) calendar days or less prior to Christmas or New Year's shall receive pay for that holiday.

9. Holidays Not Charged to Sick Leave or Vacation

Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on a paid sick leave or a paid vacation shall be earned by the employee and not charged as sick leave or vacation.

Section D. Rest Periods

Each employee shall be allowed a fifteen (15) minute rest break in both the first and second half of each shift. It shall be the supervisor's responsibility to make time available to ensure each employee receives such rest break. Such break shall be taken without loss of pay and the employee shall not be required to make up such time.

Section E. Retirement

Retirement shall be governed by applicable state and federal statutes. The amount of the employee and employer contribution to the Public Employees Retirement System and retirement benefits are governed by the provisions of Title 19 of the Montana statutes.

Section F. Protective Clothing or Uniforms

If any employee is required to wear a uniform, protective clothing (including coveralls) or any type of protective device, the employer shall furnish two (2) pair per year of said items. The selection of the type and determination of the number as well as the means of maintenance of said items to be provided by the employer shall be the prerogative of the employer.

Section G. Tools Provided

Except for items personalized by size or custom of usage (e.g., tack or livery) the employer shall provide tools required for the performance of duties within the scope of employment.

Section H. Insurance Coverage

1. Group Insurance

The employer contribution to health insurance for full-time and permanent part-time employees working twenty (20) or more hours a week shall be \$325.00 per month for fiscal year ending June 30, 2002 and \$366.00 per month for the fiscal year ending June 30, 2003 Permanent half-time employees and 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 insurance contributions on behalf of employees 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.

2. State Insurance

a. Unemployment and Workers' Compensation

Employees are eligible for unemployment compensation and workers' compensation in accordance with state law.

b. General Liability

In any action brought against any employee by any person other than the employer for negligence, error or omission or other actionable conduct of the employee committed while acting in the course and scope of employment, the employer shall be made a party defendant in the action and recovery against the employer shall constitute a complete bar to any recovery against the employee unless the claim is based upon an intentional tort or felonious act of the employee. (2-9-305, M.C.A.)

c. Indemnification

In any action in which an employee is a party defendant, the employee shall be indemnified by the employer for any money, judgments or legal expenses to which the employee may be subject as a result of the suit unless the conduct upon which the claim is brought did not arise out of the course and scope of employment or is an intentional tort or felonious act of the employee. (2-9-305, M.C.A.)

Section I. Union Pension Plan

Any unit of the university system at which all employees covered by this agreement sign a petition indicating a desire to participate in the union pension plan shall sign the required trust documents and make the designated contributions to the pension plan in lieu of wages. Subsequent increases in the amount of the contribution may be implemented in the same manner. It is understood that the employer's participation in the union pension plan must be consistent with state and federal law and may be discontinued if it is determined to be unlawful.

Section J. Prescription Safety Glasses

Prescription safety glasses will be furnished by the employer. The employer retains the authority to establish reasonable rules and procedures regarding frequency of issue, replacement of damaged glasses, limits on reimbursement costs and coordination with the employer's vision plan.

ARTICLE XII. TRAVEL

Travel expenses will be paid in accordance with state statute.

ARTICLE XIII. GRIEVANCE PROCEDURE

- [Definition of Grievance](#)
- [Time Limit on Presentation](#)
- [Informal Procedure](#)
- [Formal Procedure](#)
- [Arbitration](#)
- [Timeframes](#)

Section A. Definition of Grievance

A grievance is any controversy between the parties to this agreement which pertains to (1) any matter involving interpretation of this agreement, and (2) any matter involving a violation of any of the provisions of this agreement. The employer agrees that the bargaining agent may pursue all complaints through the procedures established herein.

Section B. Time Limit on Presentation

Any grievance must be presented to the bargaining agent within twenty (20) days of occurrence. Within ten (10) days of notification of the grievance, the bargaining agent shall present the grievance to the appropriate supervisor. Any grievance which is not filed within these time limits shall be invalid and without further recourse.

Section C. Informal Procedure

Within five (5) days of receipt of the grievance by the supervisor, the supervisor and the employee grievant shall discuss the grievance in an effort to informally resolve the grievance. If the grievance is not resolved informally it may be presented in writing to the head of the department within five (5) days of the informal grievance discussion. The head of the department shall have ten (10) days from receipt of the grievance to respond in writing.

Section D. Formal Procedure

If the grievance is still unresolved, it may be presented in writing, within five (5) days from receipt of the department head's response, to the personnel office or designated grievance officer. The personnel office or designated grievance officer shall have ten (10) days from receipt of the grievance to respond in writing.

Section E. Arbitration

1. Request for Arbitration or Grievance Committee

If the bargaining agent considers the decision of the personnel office or designated grievance officer unsatisfactory, the bargaining agent and employee grievant may, with ten (10) days of receipt of the decision, notify the Commissioner of Higher Education and the campus personnel officer of its desire to take the grievance to arbitration. In the alternative, upon written request of the Commissioner of Higher Education, an additional fifteen (15) days shall be granted prior to the selection of the arbitrator to allow the Commissioner an opportunity to attempt to resolve the grievance prior to arbitration. The Commissioner may, upon agreement of the bargaining agent, refer the matter to a grievance committee for resolution. The grievance committee shall consist of three (3) members appointed by the Commissioner and three (3) members selected by the bargaining agent. No employee from the unit in which the grievance originated may serve on the committee. The grievance committee shall conduct the hearing at the unit from which the grievance originated and shall arrive at a decision within ten (10) working days following the date the committee hears the grievance. Any decision agreed upon by a majority of the committee members is final and binding.

2. Selection of Arbitrator

In the event the grievance committee is unable to arrive at an agreement within the time specified, the bargaining agent may submit the matter to arbitration by giving written notice of its intention to arbitrate to the campus personnel office with a copy to the Commissioner of Higher Education within ten (10) days from the date the committee decision was due. If the bargaining agent wishes to bypass the grievance committee, the written request to arbitrate must be initiated within ten (10) days from the response of the campus personnel officer. Upon receipt of the request to arbitrate the parties shall attempt to mutually agree on an acceptable arbitrator. If the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a list of names of seven (7) potential arbitrators. Each party shall alternately strike names and the remaining name shall be the arbitrator.

3. Authority of Arbitrator

The decision of the arbitrator shall be final and binding except that no arbitrator shall have the authority to add to, subtract from or modify the terms of this agreement.

4. Costs of Arbitration

Each party shall be responsible for the fees and expenses of presenting its own case. The cost of the arbitrator shall be shared equally between the parties. If one of the parties wants a transcript of the arbitrator proceedings, the party requesting the transcript shall pay the cost of such transcript.

Section F. Timeframes

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days which are not designated as holidays. In computing any period of time prescribed herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. Time limits specified herein may be extended by mutual agreement of the parties involved at that step of the procedures.

ARTICLE XIV. DISCONTINUANCE OF EMPLOYMENT

- [Discharge](#)
- [Employee Assistance Program](#)

Section A. Resignation

Any employee may resign any position at any time. Resignations should be in writing, dated, specify the date on which the resignation is to be effective, state the reasons for resigning, and be given to the supervisor far enough in advance of the effective date of intended departure to facilitate recruitment of a replacement. No employee may be summarily discharged for tendering a letter of resignation to the employer.

Section B. Disability

In the event that an employee becomes incapable of performing the regular duties of the employee's position, and sick leave and annual leave have been exhausted without correction or removal of the disability, then an employee may be granted up to a maximum of one (1) year cumulative leave without pay. Should the employee still be incapable of performing the regular duties of the employee's position, then the employer shall discontinue the employment permanently and recruit a permanent replacement for the position. The employer shall assist the disabled employee to determine and pursue rights under workers' compensation or disability insurance and, where feasible, shall seek to reemploy the employee in any other position for which the employee may qualify.

Section C. Discharge

Discharge of an employee results in permanent discontinuance of employment and any rights of the employee incident to the employment relationship.

1. Discharge Without Cause

Temporary employees and employees who have not completed the period of probation herein provided may be discharged by the employer without cause consistent with the terms of their employment agreement.

2. Discharge With Cause

No permanent employee who has completed the probationary period may be discharged without cause.

3. Protection of Discharged Employee

The employer may not prevent or attempt to prevent, by word or writing of any kind, any discharged employee from obtaining any other employment. The employer may, however, inform by word or writing any other employer to whom a discharged employee has applied for employment with a truthful statement of the reason for such discharge. (39-2-802, M.C.A.)

4. Employer to Furnish Reason for Discharge

The employer shall furnish, upon demand by any discharged employee, a statement of the reasons for discharge in accordance with 39-2-801 M.C.A.

5. Discharge for Attachment or Garnishment Prohibited

The employer shall not discharge or lay off any employee because of attachment or garnishment served on the employer against the wages of the employee. (39-2-302, M.C.A.)

6. Statutory Causes for Discharge

Any employee who misrepresents the actual reason for charging an absence to sick leave or uses sick leave for unauthorized purposes may, upon substantiation of the charge by the employer, be discharged for sick leave abuse. (2-18-618, M.C.A.) Any employee who uses or authorizes the use of any state owned or leased vehicle for personal or private use or for other than official purposes shall be summarily discharged from employment.

7. Loss of Benefits Due to Discharge

Any employee who is discharged or terminated from employment for reasons reflecting discredit on the employee shall be denied cash compensation for unused vacation leave. (2-18-617, M.C.A.) Any employee discharged for abuse of sick leave shall forfeit the lump sum payment equal to one-quarter of the pay attributed to the employee's accumulated sick leave. (2-18-618, M.C.A.)

8. Right to Warning Letter

Prior to a discharge or suspension of a permanent employee, such employee shall normally be given at least one (1) written warning notice. However, the parties agree there are certain types of misconduct which may appropriately result in immediate discharge or suspension and no warning letter will be required in such instances.

9. Duration of Warning Letter Limited

Employees have the right to have a warning letter removed from their personnel file if after a reasonable period of time the reason for the warning letter has been

corrected. The first warning letter that an employee receives will not remain in the personnel file for longer than one (1) year unless there are repeated offenses or insufficient progress. Warning letters may be removed earlier than one (1) year by agreement of the Human Resources Director and the bargaining agent. If the first warning letter is to remain in the file for longer than six (6) months, the employee will be provided an interim written progress report by the supervisor within six (6) months from the issuance of the warning letter. The bargaining agent shall receive copies of all warning letters. Warning letters are subject to the grievance procedure.

10. Means of Effecting Discharge

The discharge of an employee shall be effected by giving written notice of discharge to the employee. A copy of such notice shall also be provided to the bargaining agent.

11. Wages of Discharged Employee

When an employee separates from employment, all the unpaid wages of the employee are due and payable on the next regular payday for the pay period during which the employee was separated from employment or fifteen (15) days from the date of separation from employment, whichever occurs first, either through the regular pay channels or by mail if requested by the employee.

12. Discharge Subject to Grievance Procedure

Any controversy between the parties regarding discharge or disciplinary action may be pursued through the regular grievance procedure in Article XIII of this agreement.

Section D. Employee Assistance Program

The employer recognizes that behavioral health problems which affect work performance (e.g., drug and alcohol dependency and emotional problems) may be correctable through treatment or counseling. When a permanent employee's work performance is adversely affected by such problems, the employer will bring the work deficiencies to the attention of the employee and, if requested, will help the employee in identifying local community resources which can provide professional assistance. Employees who seek assistance will not have their job security or promotional opportunity jeopardized by the request for assistance.

If in a reasonable period of time, job and attendance requirements are not met and/or the employee fails to seek assistance the employer may take disciplinary action up to and including discharge.

ARTICLE XV. COMPENSATION

- [Rates Specified](#)
- [Longevity Increment](#)
- [Premium Pay](#)
- [Pay Days and Deductions](#)
- [Designation of Person Authorized to Receive Decedent's Warrants](#)

Section A. Rates Specified

Employees covered by this agreement shall be compensated for hours worked at the appropriate hourly rate specified for the position in Addendum A. Such compensation shall commence upon the date of hire or when specified in this agreement. Employees covered by this agreement shall be compensated for hours worked at the appropriate hourly rate specified for the position in [Addendum A](#). Such compensation shall commence upon the date of hire or when specified in this agreement.

Section B. Longevity Increment

Employees who have completed five (5) years of uninterrupted state service shall receive 1.5% of their base salary multiplied by the number of completed, continuous five (5) year periods of uninterrupted service in accordance with state statutes. Effective October 1, 1999, the longevity increment for fifteen (15) and twenty (20) years of service shall be two (2) percent.

Section C. Premium Pay

Employees are entitled to pay rates in excess of their normal rate of pay in the amounts and under terms and conditions hereinafter specified.

1. Overtime

Any amount of time an hourly employee is required to work in excess of eight (8) hours in any twenty-four (24) hour period or in excess of forty (40) hours in any week will be regarded as overtime and the employee will be compensated at the rate of one and one-half (1-1/2) times the normal rate of pay for all overtime worked. (39-3-405, M.C.A.) (Montana Constitution, Article XII, Section 2)

a. Approval Required

In order to constitute overtime for which an hourly employee is entitled to be paid, the employee must have obtained the approval of the supervisor either prior or subsequent to working the additional time. It shall be the responsibility of the supervisor to ascertain that employees do not work any overtime for which the supervisor does not desire that the employer be charged and the responsibility of the employee to limit overtime to that

which is requested by the supervisor or is essential under the circumstances, and to obtain the approval of the supervisor for any overtime worked.

b. Overtime Increments

Overtime shall be recorded for payment in increments of one-quarter (1/4) hour. Any hourly employee working from one (1) to thirty (30) minutes overtime shall be compensated for one-half (1/2) hour and any hourly employee working from thirty-one (31) to sixty (60) minutes overtime shall be compensated for one (1) hour.

c. Avoidance Prohibited

Employees shall not be required to suspend work during regularly scheduled hours to absorb overtime.

d. Time Worked

For purposes of computing the eight (8) hour day or the forty (40) hour week to determine entitlement to overtime pay, all sick leave, vacation leave and holidays shall count as time worked to be added to other hours worked.

2. Callouts

Full-time employees who are called out for work and report outside their regular eight (8) hour shift or forty (40) hour workweek shall be paid for a minimum of (2) hours at the rate of one and one-half (1-1/2) times the regular rate of pay. It is understood that this provision does not apply to work which occurs immediately prior or immediately after the work day.

3. Show Up Guarantee

It shall be the responsibility of the supervisor to notify any permanent full-time employee whose services will not be required for any scheduled shift. Any such employee who shows up for work at the regularly scheduled time because the supervisor failed to give such notice shall be guaranteed four (4) hours of work. If no work is available, the employee shall receive four (4) hours of regular pay in lieu of work.

4. Emergency Campus Closure

A President may issue a formal proclamation which closes a campus because of an emergency. Employees who are required to come to work or to stay at work to perform essential functions when their campus has been closed because of an emergency shall receive time and one half for all hours worked in addition to their regular pay. Employees

who voluntarily come to work or stay at work during an emergency campus closure are not eligible for premium pay as specified herein.

Section D. Pay Days and Deductions

The employer shall establish regular paydays and shall furnish each employee an itemized statement of the purpose and amount of every deduction from wages.

1. Optional Deduction

Any employee shall be entitled upon s request to have any of the following deducted from wages: university sponsored health insurance, life insurance, credit union, tax sheltered annuities and dues due to bargaining agent. Credit union deductions shall not be made for Montana State University employees.

Section E. Designation of Person Authorized to Receive Decedent's Warrants.

Any employee, by completing the standard form, may designate a person to receive the warrant for any wages, benefits or allowance due and payable to the employee by the employer at the time of the employee's demise. The employee may thereby be assured warrants for monies due will be promptly forwarded to the designated person without recourse to the procedures ordinarily required for the administration of the estate of a decedent. (2-18-412, M.C.A.)

ARTICLE XVI. REFERENCES TO STATUTES IN THE CONTRACT

Throughout this contract, benefits provided to all state employees by statute are summarized. These benefits are changed from time to time by the legislature. The intent of the parties is that employees will receive benefits in accordance with current state statutes.

ARTICLE XVII. ENTIRE AGREEMENT

It is mutually agreed that this Agreement is the master agreement for all employees in the bargaining unit and that it constitutes the entire agreement between the parties on all bargainable matters. This Agreement also terminates all prior contracts, agreements and understandings, verbal or written, with any employee(s) in the bargaining unit and concludes all collective bargaining negotiations on any item whether contained herein or not during this term.

ADDENDUM A
INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE WORKERS
LOCAL #88

- [Wages](#)
- [Apprentices](#)
- [Scope of Work](#)
- [Work Day/Work Week](#)
- [Temporary Employee Exception](#)

I. I. Wages

	November 1, 2001	November 1, 2002
Equipment Mechanic I	15.87	16.50
Equipment Mechanic II	16.79	17.46
Equipment Mechanic Foreman	17.89	18.56
Machinist I	17.05	17.73
Machinist II	17.59	18.29
Maintenance Worker	14.83	15.42
Locksmith	15.80	16.43
Motor Pool Dispatcher	11.79	12.26

Temporary Assignments to Higher Classification

Employees may be temporarily assigned all of the duties and responsibilities of a higher graded position for reasons deemed appropriate by the appointing authority. An employee so assigned shall be notified in writing at the beginning of the assignment as to the anticipated duration of the temporary promotion, and the wage rate to be received during the temporary promotion.

A. Foreman Assignments

When an employee is assigned all of the duties and responsibilities of a foreman for more than two (2) consecutive working days, the employee will receive the higher hourly rate of pay from the first day.

B. Other Assignments

When an employee is qualified and is assigned all of the duties and responsibilities of a nonsupervisory bargaining unit position for more than 4 (four) consecutive hours, the employee will receive the higher hourly rate of pay for all time worked in the higher position. Training assignments are excluded from this provision

II. Apprentices

The employer agrees to employ not more than one (1) apprentice for every three (3) mechanics, or fraction thereof provided that each shop shall be allowed at least one (1) apprentice. Apprentices shall be paid the following wage scale for the period of apprenticeship:

1st 1,000 hours (Six Months)	60% of Journeyman's Scale
2nd 1,000 hours (Six Months)	65% of Journeyman's Scale
3rd 1,000 hours (Six Months)	70% of Journeyman's Scale
4th 1,000 hours (Six Months)	75% of Journeyman's Scale
5th 1,000 hours (Six Months)	80% of Journeyman's Scale
6th 1,000 hours (Six Months)	85% of Journeyman's Scale
7th 1,000 hours (Six Months)	90% of Journeyman's Scale
8th 1,000 hours (Six Months)	95% of Journeyman's Scale

After eight thousand (8,000) hours or approximately four (4) years of employment, the apprentice shall receive the prevailing minimum rate for journeyman mechanics or machinists. No apprentice shall suffer a reduction in wages on account of the operation of this agreement.

III. Scope of Work

This agreement covers all mechanical services, repair and maintenance or renovation of all automotive, truck and service vehicles and all in-plant machinist work.

IV. Work Day/Work Week

Eight (8) hours between 7:00 a.m. and 5:00 p.m. shall constitute a work day and forty (40) hours, Monday through Friday, shall constitute a regular workweek, except when dispatching vehicles or for temporary scheduling necessitated by projects which cannot be reasonably accomplished during the standard work day. Alternative straight time schedules (other than eight (8) hours between 7:00 a.m. and 5:00 p.m., Monday through Friday), may be mutually agreed to by the employer and affected employees. If such a mutually agreed to schedule includes days in excess of eight (8) hours, overtime will be paid on the basis of time worked in excess of forty (40) hours instead of time worked in excess of eight (8) hours.

V. Temporary Employee Exception

Members of IAM and AW Local 88 are exempt from the portions of Article VI, Section A2 and Article VIII, Section C2 (temporary employees). The provisions of the IAM International Constitution stipulate any employee working less than eighty (80) compensable hours during any calendar month shall be entitled to a regular unemployment stamp. Any temporary employee must pay the regular initiation fee to the IAM after one hundred seventy-three (173) compensable hours of employment. It is understood that the Union may audit the payroll records of temporary employees.

MEMORANDUM OF UNDERSTANDING

between

THE UNIVERSITY OF MONTANA-MISSOULA

and

IAM and AW, Local 86

Scope of Work provisions contained in Addendum A, Section III, of the collective bargaining agreement between the Montana University System and IAM & AW are further defined at The University of Montana-Missoula Golf Course as follows:

1. University Golf Course administration shall retain jurisdiction over the repair and servicing of turf equipment. "Turf equipment" is defined to include:

- Toro 3100 Green Master
- GKIV Jacobsen Tee Mower
- LF100 Jacobsen Fairway Mower
- F-10 Jacobsen Fairway Mower
- Toro GM72 Rotary Mower
- Toro 325 Rotary Mower
- Toro Workman Utility Vehicle
- Kawasaki Mule Utility Vehicle
- Club Car Utility Vehicle
- Toro Aerifier
- Toro Hydrojet

The above list of turf equipment may be modified as new equipment is purchased and/or the current equipment is replaced.

In the event of failure of a major component, turf equipment under warranty will be returned to the manufacturer for repair. Equipment not under manufacturer warranty which experiences a major component failure will fall within the scope of work of the IAM and AW members, unless a decision is made by Golf Course management to trade the equipment in on a new unit or otherwise dispose of the malfunctioning equipment.

Repair of road vehicles shall remain the responsibility of union members. "Road vehicles" include:

- White Tractor
- Massey Tractor

S-10 Pickup
International Truck
Chevrolet Dump Truck
GEO Metro
John Deere Backhoe

This list of road vehicles may be modified as new vehicles are purchased.