

IAM NATIONAL PENSION FUND
STANDARD CONTRACT LANGUAGE
CBA INSERT

ARTICLE 11 - PENSIONS

A. The Employer shall contribute to the IAM National Pension Fund (the "Fund") for each hour/day* for which employees in the job classifications listed below are covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$ <u>2.00</u>	For Each Hour	<input checked="" type="checkbox"/>	For Each Day	<input type="checkbox"/>	effective <u>January 9</u> 20 <u>16</u>
\$ <u>2.50</u>	For Each Hour	<input checked="" type="checkbox"/>	For Each Day	<input type="checkbox"/>	effective <u>January 9</u> 20 <u>17</u>
\$ _____	For Each Hour	<input type="checkbox"/>	For Each Day	<input type="checkbox"/>	effective _____ 20____
\$ _____	For Each Hour	<input type="checkbox"/>	For Each Day	<input type="checkbox"/>	effective _____ 20____

*All groups shall negotiate either an HOURLY or DAILY contribution rate as follows:
 Hourly or daily rate – standard work week is at least 40 hours based on 5 work days.
 Hourly rate – standard work week is at least 40 hours but less than 5 days.
 Daily rate – standard work week is 5 days but less than 40 hours.

If the employee is paid only for a portion of an hour/day, contributions will be made by the Employer for the full hour/day.

The contribution rates above apply to the following job classifications:

- All job classifications covered by this Agreement
- Only the following job classifications**: _____

**Note: Any excluded job classifications above must be covered under a separate Standard Contract Language specifying their applicable contribution rate.

The parties have negotiated to limit contributions to a maximum contribution for each employee as follows (please mark only one):

- 40 hours per week
- 2080 hours per year (with no weekly maximum)
- No weekly or annual maximum

B. The Employer shall continue contributions for all contractually obligated time paid.

C. If the parties agree to any exceptions to Section B, they must be listed below:

- None
- 1. _____
- 2. _____
- 3. _____
- 4. _____

D. The parties may negotiate that contributions **will continue** based on a forty (40) hour work week when an employee is on unpaid leave for union business: Yes No

If yes, indicate how long: _____

E. Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment. The parties may negotiate that contributions will begin at the completion of the employee's probationary period, **but no later than sixty (60) calendar days after date of hire**. If contributions are to begin later than 60 calendar days after date of hire, the exclusion may require approval by the Trustees.

- 1) Will contributions begin from date of hire? Yes No
- 2) If no, will contributions begin at the completion of the probationary period but not later than 60 calendar days after date of hire? Yes No
- 3) If no, indicate length of time contributions will be excluded (specify calendar or working days) _____.
- 4) Indicate the length of the probationary period _____.
- 5) Does the company hire temporary employees? Yes No
- 6) Will contributions for temporary employees begin from date of hire? Yes No
- 7) If no, will contributions for temporary employees begin at 90 calendar days? Yes No
- 8) In no, indicate the length of time contributions will be excluded for temporary employees (specify calendar or working days) _____.

F. The Employer adopts and agrees to be bound by, and hereby assents to, the IAM National Pension Fund Amended and Restated Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement ("Trust Agreement"), which is incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the "Trustees") in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

G. This Agreement shall remain in effect until the Employer is no longer required to make contributions to the Plan. Subsequent rate increases may be implemented through a separate Letter of Agreement or renewal Collective Bargaining Agreement between the bargaining parties.

H. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.

I. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the employer's obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceeding.

-- END OF STANDARD CONTRACT LANGUAGE --

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FOR THE UNION:

Local 88
Name and Number of Lodge

[Signature]
Union Signature

TROY BUDL
Printed Name of Union Representative

Business Representative
Title

Date: 4-25-16

Email Address: _____

FOR THE COMPANY:

Montana DP1175
Name of Company

[Signature]
Employer Signature

Richard H. Oppen
Printed Name of Employer Representative

Director
Title

Date: 4/29/16

Email Address: _____

EMPLOYER'S IRS IDENTIFICATION NUMBER: 81 - 0302402

Company mailing address: Montana Developmental Center, PO Box 87, 3104 Fourth Street, Boulder, MT 59632

For Plants or terminals located at:			
<u>Montana Developmental Center,</u>	<u>Boulder</u>	<u>MT</u>	<u>59632</u>
(Street)	(City)	(State)	(Zip)
_____	_____	_____	_____
(Street)	(City)	(State)	(Zip)

FOR THE I.A.M. NATIONAL PENSION FUND:

Authorized Officer Signature and Title

Printed Name of Authorized Officer

Date: _____