

**MEMORANDUM OF AGREEMENT**

**TO CONTRACT EFFECTIVE**

**July 1, 2023 THROUGH June 30, 2025**

**by and between**

**State of Montana**

**Department of Natural Resources and Conservation**

**And**

**International Association of Machinists and Aerospace Workers**

**District W24, Local 88**

This Memorandum of Agreement (MOA) by and between the State of Montana, Department of Natural Resources and Conservation ("Employer"), and International Association of Machinists and Aerospace Workers, District W84, Local 88 ("Union") shall be considered and addendum to and hereby incorporated into the 2023-2025 collective bargaining Agreement between the Employer and Union.

The Parties agree to the following amendments and additions to the collective bargaining agreement for the purpose of establishing a Compensatory time option for bargaining Unit employees.

**ARTICLE 4**

**HOURS OF WORK - OVERTIME - HOLIDAYS**

Section 1. A regular workday shall consist of eight (8) continuous hours; provided, however, a normal lunch period not to exceed one (1) hour may be taken, which shall not be considered as a part of the eight (8) hour workday.

Work Week - A standard workweek shall be a seven (7) day period, composed of five (5) consecutive workdays immediately followed by two (2) days off. The standard workweek shall consist of five (5) workdays, Monday through Friday, except as provided in Section ~~2~~ 4

Rest Periods - All employees shall be granted a fifteen (15) minute rest break during the first four (4) hours of the shift and another fifteen (15) minute rest period during the second four (4) hours of the shift. Rest breaks cannot be accumulated and any work that may be performed during rest breaks shall not be subject to any additional compensation.

Mechanic/machinist employees shall be granted a length of time not to exceed ten (10) minutes for personal cleanup and securing the equipment development complex prior to the end of each work shift.

Section 2. Shifts and day schedules may be changed in emergencies or for specific projects.

Section 3. Employees who are called to work after having completed their work shift or on their scheduled days off shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay **or 1 ½ non-exempt compensatory time.** Compensation shall be for no less than two (2) hours for each callout. It is understood that this provision does not apply to work which is a continuation of the workday or when the employee decides to return to work at a later time rather than continue the workday.

Section 4. All hours worked over eight (8) hours in a workday or over forty (40) hours in a work week will be compensated for at the rate of one and one-half (1 1/2) times their regular hourly wage **or 1 ½ non-exempt compensatory time.** Any overtime worked must first be approved by management. There shall be no pyramiding of overtime.

The alternate work schedule is defined as four (4) consecutive workdays, each workday consisting of ten (10) hours between 7:00 a.m. and 5:30 p.m. with one half-hour (1/2) hour unpaid lunch break. The alternate work schedule week shall consist of forty (40) hours; that is, four (4) workdays. Which days are worked and which are taken off are determined by seniority. Start times shall not be altered without mutual agreement.

When an alternative work schedule is in effect, all hours worked over ten (10) in a workday or forty (40) hours in a work week will be compensated at the rate of one and a half (1 ½) times the regular hourly wage **or 1 ½ non-exempt compensatory time.**

Section 5. For call-out assignments on an employee's day off reasonable excuses will be honored. However, each employee recognizes it is essential that a special effort is made to cooperate with call-out requests during the fire season or other emergency situations. Employees who wish to volunteer for call-out assignments will sign a list two weeks in advance of the time the employee is volunteering to be available for call outs. Should no employees volunteer, then the Employer will call out the qualified employee with the lowest seniority. Should a conflict occur between employees volunteering for a call out, the Employer will resolve the conflict on the basis of seniority. Use of a pager will also be voluntary.

**Section 6. Employees will voluntarily choose between accruing compensatory time and receiving overtime compensation on a daily basis and employees will record their selection on their timesheets.**

**During the fire season employees will not have the compensatory time option when assigned to fire duty or other emergency situations declared by the Governor. All overtime in these situations will be paid to employees at the overtime rate.**

**Employees may accrue up to a maximum of 240 hours of non-exempt compensatory time. Once an employee has accrued 240 hours of non-exempt compensatory time, all overtime earned will be paid to the employee at the overtime rate.**

**When working the alternate 4/10 work schedule during a week in which a Holiday occurs, employees may utilize two (2) hours of accrued non-exempt compensatory time to supplement their eight (8) hours of Holiday pay to receive a total of ten (10) hours of pay for the Holiday.**

**All unused accrued non-exempt compensatory time will be paid out to the employee at the employee's regular rate upon termination of employment for any reason.**

Renumber succeeding sections in this Article as appropriate.

This MOA amends Labor Agreement No. 046, as described herein. In all other respects, Labor Agreement 046 remains unchanged.

Dated this 4/10/2024.

For: THE STATE OF MONTANA

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*Amanda Kaster*  
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Amanda Kaster, Director  
DNRC

For: INTERNATIONAL ASSOCIATION OF  
MACHINISTS

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Troy Buhl, Business Representative  
IAM District W24, Local 88

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Karol Anne Davis, Chief  
State Office of Labor relations