2013 – 2015

AGREEMENT BETWEEN

MONTANA STATE HOSPITAL CRAFT COUNCIL

AND

MONTANA STATE HOSPITAL,

DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES

TABLE OF CONTENTS

LETTER OF AGREEMENT 2
LETTER OF AGREEMENT 2
LETTER OF AGREEMENT 2
ARTICLE 1 PREAMBLE 3
ARTICLE 2 RECOGNITION 3
ARTICLE 3 MANAGEMENT RIGHTS 3
ARTICLE 4 UNION SECURITY - CHECK OFF 4
ARTICLE 5 NON-DISCRIMINATION 4
ARTICLE 6 HOURS OF WORK – SHIFTS - OVERTIME 5
ARTICLE 7 WORKING RULES 6
ARTICLE 8 HOLIDAYS – VACATION – SICK LEAVE 8
ARTICLE 9 SENIORITY 12
ARTICLE 10 HEALTH AND WELFARE 14
ARTICLE 11 PENSIONS 14
ARTICLE 12 GRIEVANCE AND ARBITRATION 14
ARTICLE 13 SAVINGS CLAUSE 16
ARTICLE 14 LETTER OF AGREEMENT 17
ARTICLE 15 EFFECTIVE DATE - TERM OF AGREEMENT 20
MONTANA STATE HOSPITAL BLUE COLLAR PAY SCHEDULE 22
LETTER OF AGREEMENT 23
LETTER OF AGREEMENT 25
LETTER OF AGREEMENT 27

MONTANA STATE HOSPITAL CRAFT COUNCIL
AND
MONTANA STATE HOSPITAL,
DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES

ARTICLE 1
PREAMBLE

THIS AGREEMENT is made and entered into this August day of 30 2013, by and between the State of Montana, Montana State Hospital, hereinafter referred to as the EMPLOYER, and the Warm Springs Craft Council, consisting of the Pacific Northwest Regional Council of Carpenters (PNWRCC) Local Union #112, International Brotherhood of Electrical Workers (IBEW) Local Union #233, International Association of Machinists (IAM) District Lodge #86, International Union of Operating Engineers (IUOE) Local Union #400, Painters Local Union #1, United Association of Plumbers and Pipefitters (UA) Local Union #41, International Brotherhood of Teamsters (IBT) Local Union #2 and MEA-MFT Local 8024, hereinafter referred to as the UNION.

ARTICLE 2
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees within the bargaining unit as defined and certified by the Board of Personnel Appeals September 22, 1999.

ARTICLE 3
MANAGEMENT RIGHTS
(In compliance with State Statute 39-31-303, MCA)

The Union shall recognize the prerogatives of the agency 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 non-productive;
4. maintaining the efficiency of government operations;
5. determining the methods, means, job classification, and personnel by which the agency operations are to be conducted;
6. taking whatever actions may be necessary to carry out the mission of the agency in situations of emergency; and
7. establishing the method and process by which work is performed.

ARTICLE 4
UNION SECURITY - CHECK OFF

Section 1. Any present or future employee who is not a Union member and who does not make application for membership within 30 calendar days shall, as a condition of employment, pay to the Union a representation fee as a contribution toward the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 calendar days after written notification to the Employer from the Union.

Section 2. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Union by such employee for dues or a representation fee. The Employer will remit to the appropriate Craft Council union such sums within 30 calendar days. Changes in Union membership dues rates will be certified to the Employer in writing over the signature of the authorized officer or officers of the Union and shall be done at least 30 calendar days in advance of such change.

Section 3. All employees covered by the terms of this Agreement shall within 30 calendar days of the signing of this Agreement, or within 30 calendar days of employment, whichever is later, pay dues or a representation fee to the Union. The Union may make written notice of default and demand for discharge after the 30-day period specified above. The Employer shall initiate appropriate discharge actions under this Section to ensure discharge of the affected employee(s) on the 30th day from receipt by the Employer of the Union's written notice of default and demand for discharge.

Section 4. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or result from action taken by the Employer for the purpose of complying with this Article.

Section 5. Upon written request, the Unions agree to provide documentation to the Employer that its representation fee rate is established in accordance with law.

Section 6. The authorized representative of the union having jurisdiction over the work covered by this agreement shall be allowed admission to any job at any time for the purpose of investigating conditions provided they give notice to the Employer's agent and do not unduly interfere with workers during working hours.

ARTICLE 5
NON-DISCRIMINATION

Section 1. No member of the Union shall be discharged except for just cause or discriminated against for engaging in lawful Union activities.

Section 2. In accordance with the provisions of Chapter 3, Title 49, MCA, "Montana Code

of Fair Practices," the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees on the basis of merit and qualification, without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry. The Employer may not enter into any benefit plans such as retirement, pension or insurance plans which may be construed as subterfuges or evade the purposes of the code. The Employer may, however, negotiate a bona fide seniority system that is not structured to perpetuate any past discriminatory practices.

Section 3. The Employer agrees to investigate and respond to employee allegations of unfair treatment by staff and/or supervisors in accordance with department policy. The Employer will provide, upon written request, a copy of any investigative report written in response to an employee allegation of unfair treatment. In cases where questions of unfair treatment by staff and/or supervisors do not constitute grievable issues, the Employer's response is not subject to the contract's grievance procedure.

ARTICLE 6
HOURS OF WORK – SHIFTS - OVERTIME

Section 1. Employees covered by this Agreement shall be paid under the Blue Collar Pay Plan contained in Addendum A of this agreement which is attached and by this reference made a part hereof as though full set forth herein.

Section 2. Regular Work Day. A regular workday shall consist of eight hours, including one-half hour for lunch. Employees covered by this Agreement shall normally be allowed two 15-minute breaks during each shift. One break shall be taken during the first four hours of a shift and one break during the last four hours of a shift. Breaks shall be taken at a time and place mutually agreed upon. Employees shall also be granted a 30-minute meal period with pay and one free meal.

1. The regular workday shall be from 8:00 a.m. to 4:00 p.m., Monday through Friday.
2. For Engineers and Teamsters, eight hours shall constitute a day's work in any 24- hour period.
3. Engineers, Teamsters and Maintenance Workers shall not have their daily work schedules altered unless given 10 working days' notice of the change, except in emergency situations.

Section 3. Regular Work Week. A regular work week shall consist of five regular workdays, Monday through Friday inclusive, totaling 40 hours. Alternate 40-hour workweeks may be established through mutual agreement of the employer, the affected employees, and the appropriate Craft Council union.

Section 4. Whenever an employee receives a pay or longevity increment increase, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Section 5. Upon termination of employment, employees shall be paid for all earned but

unused annual leave, sick leave, and accumulated holidays as provided by law.

Section 6. Clean-up Time. Employees covered by this Agreement shall be allowed a sufficient amount of time to clean up during working hours at the end of the shift. A reasonable amount of time shall be 15 minutes for all employees, except the painters, who will be allowed 30 minutes.

Section 7. Bargaining unit employees will be paid at a rate of one and one-half times their regular rate of pay for all work performed over eight hours in a day or 40 hours in a week. Overtime compensation shall not be paid where an employee and the respective Craft Council union have agreed to a workweek that provides for workdays in excess of eight hours. No employee will have his/her days off changed to avoid overtime.

Section 8. The Employer will make a good faith effort to equalize the offer of scheduled overtime and compensatory time among employees in the same classification where training and ability are sufficient to do the work.

Section 9. If job related travel time is scheduled for other than the employee's normal workweek, such travel time shall be compensated in accordance with the terms of this article.

Section 10. Authorized holiday leave, sick leave, annual leave or compensatory time off shall constitute time worked when computing overtime credits under this article.

Section 11. Overtime or compensatory time as provided for in this agreement shall not be pyramided under any circumstances.

Section 12. Bargaining unit employees will receive a minimum of four hours call-out pay at the rate of one and one-half times pay for each and every call-out worked. For additional time worked, the employee will be compensated for actual time worked at one and one-half times their regular rate. Call-out pay is limited to those occurrences when an employee is called back to work from leisure time outside of the employee's regularly assigned shift. An employee is eligible for a meal with every call out served.

ARTICLE 7
WORKING RULES

Section 1. Wages will be paid according to State payroll policy. Employees who voluntarily or involuntarily terminate will be compensated according to state law.

Section 2. The Employer and Craft Council will cooperate in providing and ensuring adequate safety and sanitary practices. Each employee shall have a TB test prior to employment and every year thereafter.

Section 3. Machinists' Tool Allowance.

Subsection 1. For employees working out of the Machinists Union, any employee required to provide and maintain a tool chest valued at $1,000.00 or more, shall be provided a tool allowance, paid quarterly, at the rate of $85.00 per month (receipts required).

Subsection 2. Employees can be reimbursed for the actual cost of tool replacement up to the above rate by providing receipts to the Employer for eligible expenses. Any amount not reimbursed during a quarter can be carried forward during the term of the Agreement and can be reimbursed later by providing receipts for eligible expenses. Tool receipts can be carried forward from year to year. Unused tool allowances may not be carried from one biennium to the next. Such tools shall be warranted tools that the employee is required to replace under the warranty.

Section 4. The Employer shall furnish a place for safekeeping of employees' tools.

Section 5. Where the Employer is presently providing tools, such practice shall continue with the understanding that when tools are broken, the Employer will replace the tools at no cost to the employee.

Section 6. Safety equipment and appropriate coveralls will be provided by the Employer. All bargaining unit members will be issued two pair of coveralls every year.

Section 7. Any employee hereunder dismissed from employment shall be dismissed only for just cause, and in the event of such dismissal, the employee involved shall be entitled to, and there shall be made available to him/her, a written notice of such cause.

Section 8. Each Craft Council Union shall have the right to appoint a shop steward in designated departments and shall notify the employer of such appointment and any changes thereof. The shop steward shall be recognized by the Employer as having authority to report any irregularities concerning the interpretation or application of the provision of this agreement in the establishment to the appropriate Craft Council union office and to assist officers of the appropriate Craft Council union in the adjustment of grievances when called upon by said officers to do so. The shop steward shall not be discriminated against for discharging duties assigned to him by the union, it being understood that the discharge of such duties shall not interfere with the normal performance of his work for the Employer.

Section 7. Leaves of absence caused by accidents compensated by the State Mutual Insurance Fund will not affect seniority accrual, and the leave shall be extended for up to 12 months. Re-employment preference will be given for an additional 12 months for jobs in the same classification.

Section 8. On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) journeymen Electricians must work together.

Section 9. When two or more workers from any individual Craft Council Union, except

maintenance, are employed by the hospital, one worker shall be designated as a working foreman, and will receive a one-grade step increase from the Blue Collar Pay Plan as compensation. When a permanently designed foreman is granted an authorized leave of absence that exceeds six working days, or retires, the Employer shall appoint a temporary foreman from the crew in his/her absence. The temporary foreman shall receive the one-grade pay differential.

Section 10. Employees covered by this Agreement shall only receive directions and instructions from their Craft Foreman or immediate Maintenance Supervisor.

Section 11. The Employer agrees to conform to the apprenticeship standards, regulations and methods of training set forth by the joint apprenticeship councils, as adopted by the State of Montana, of the various Craft Council unions.

ARTICLE 8
HOLIDAYS – VACATION – SICK LEAVE

Section 1. Holidays. Recognized paid holidays shall be the following, in compliance with Section 1-1-216, MCA:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
Lincoln and Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25
General Election Day	1st Tuesday after the 1st Monday in November in even-numbered years

If any days are added to or deleted from the above list by the Legislature, such changes shall become effective immediately.

Section 2. Observance of holidays will be in accordance with the following rules:

1. An employee may observe a holiday and receive holiday pay only once each year for each holiday listed. Employees may opt to accumulate up to six holidays per year, however, accumulated holidays must be taken before June 30th of each fiscal year in which earned. Holidays not taken shall be compensated for at the employee's regular rate of pay in the last pay period of each fiscal year.

2. Holidays that fall on a Sunday shall be observed on the following Monday, and Sunday shall not be observed or paid for as a holiday. Holidays that fall on a Saturday shall be observed on the preceding Friday.

3. Employees whose normal work schedule includes a day observed as a holiday shall observe the holiday and receive holiday pay on the actual day of the holiday (except Sunday, see #2).

4. Holidays that fall on an employee's scheduled day off (except Sunday, see #2) shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday, as scheduled by the employee an his/her supervisor. Such day off is in addition to the employee's regular days off and scheduling of such day off is subject to the requirements of the employer.

5. An employee is entitled to holiday pay or the day in lieu of the holiday, provided s/he was in a pay status on the last regularly scheduled work day immediately prior to the holiday or on the first regularly scheduled work day immediately following the holiday.

6. Part-time employees shall be entitled to holidays and pay on a prorated basis.

7. Engineers and Teamsters who are scheduled for a day off on one of the above listed Holidays, shall be entitled to receive a day off with pay, either on the day preceding the Holiday, or on another day following the Holiday as scheduled by the employee and his/her Supervisor. Such day off is in addition to the employee's regular days off.

Section 3. Recognized holidays worked shall be paid for at the rate of two and one-half times the regular hourly straight time rate of pay.

Section 4. Vacation (Annual Leave). Vacation leave shall comply with state law. Permanent full-time employees shall earn leave credits each year of employment according to the following schedule:

Years of Employment	**Working Days Earned**
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years on	24

Rules for annual leave include:

1. A year of employment is defined as 2,080 hours in a pay status following the date of employment.
2. Permanent part-time employees will earn vacation leave on a pro-rate basis.
3. Annual leave may not be used during the first six months of employment.

4. Annual leave may be accumulated to a total not to exceed two times the maximum number of days earned annually.
5. Accumulated leave earned but not used may be paid for upon termination of employment.

Section 5. Sick Leave. "Sick Leave" means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family. Sick leave may also be used for maternity related disability; to receive medical, dental or eye examinations or treatment; or to attend the funeral of an immediate family member. With Management approval, sick leave may also be used upon the death or serious illness of a relative.

Subsection 1. Notification of absence because of illness shall be given as soon as possible or prior to the shift or, in cases of emergency as soon as is feasible, to either the immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to insure notification to employees of the names and telephone numbers of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay.

Subsection 2. Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days.

Subsection 3. An employee may not earn sick leave credits while in a leave-without-pay status.

Subsection 4. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

Subsection 5. Full-time temporary and seasonal employees are entitled to sick leave benefits provided they have worked the qualifying period.

Subsection 6. An employee who receives a lump-sum payment pursuant to this section and who is again employed by any agency shall not be credited with any sick leave for which the employee has previously been compensated.

Subsection 7. An employee may participate in the sick leave fund for state employees in accordance with Section 2-15-216, MCA and rules adopted by the Department of Administration.

Subsection 8. Sick leave taken over a holiday may not be charged to an employee's sick leave for that day.

Subsection 9. If an employee on annual leave becomes ill, the employee will be afforded the right to change his/her annual leave status to sick leave status and to utilize available sick leave credits upon furnishing Management acceptable medical certification, if required.

Subsection 10. Supervisors may not require "automatic" medical documentation, such as requiring medical documentation for any absence in excess of a certain number of days. Medical documentation is only required when there is a suspicion of sick leave abuse or if a medical release is required to affirm an employee is fit for service.

Section 6. Maternity Leave. Maternity leave shall be in accordance with 49-3-310 and 311, MCA, which states that it is unlawful for an employer or his agent to:

1. Terminate a woman's employment because of her pregnancy;
2. Refuse to grant to the employee a reasonable leave of absence for such pregnancy;
3. Deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her Employer, provided that the Employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
4. Require that an employee take a mandatory maternity leave for an unreasonable length of time.

Subsection 1. Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

Section 7. Jury and Witness Duty. Employees summoned to serve as jurors or witnesses shall be granted leave per 2-18-619, MCA:

1. Each employee who is under a proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his Employer. In no instance is an employee required to remit to his Employer any expenses or mileage allowance paid him by the court.

2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his

Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowances paid him by the court.

3. Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.

Section 8. Military Leave. Military leave shall be granted per 10-1-604, MCA: A state, city, or county employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of 6 months shall be given leave of absence with pay for a period of time not to exceed 15 working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave may not be charged against the employee's annual vacation time.

Section 9. Leave Without Pay. A leave without pay must be requested by the employee in advance, and Management shall then determine if the employee can be excused for the time requested. The employee shall use the standard leave request form. The approval or disapproval from Management shall be based on the needs of the agency, the reason for the request, and the employee's work record.

Subsection 1. A permanent employee injured on the job and eligible for Industrial Accident benefits shall retain all rights to his/her previously held position and shall be entitled to leave without pay for a period of up to one year following the date of injury.

Subsection 2. A leave of absence without pay for up to one year shall also be granted to permanent employees with extended illness or disability, which is not job related, who provide medical certification which is acceptable to the Employer. Employees on leave without pay for disability related reasons shall be granted a hiring preference over outside applicants for open positions for which they are qualified for an additional three-month period.

ARTICLE 9
SENIORITY

Section 1. Seniority in service shall begin with the date of employment in each respective Craft Council Union and shall control the order of recall up to one year. Each individual Craft Council Union shall maintain its own separate seniority list.

1. Seniority shall be forfeited by discharge for cause, by voluntary termination or by promotion, demotion or transfer out of the bargaining unit.
2. Seniority shall continue to accrue when an employee is injured on the job, or for other no-employee fault illness or injury, but only for a period of absence up to and not to exceed one year.
3. All other approved leaves of absence without pay shall be considered as lost time for purposes of seniority accrual.

4. Previously credited seniority shall not be lost when an employee is re called from layoff status or returns from a leave without pay resulting from absences as described in 2 or 3 above.

Section 2. If a layoff occurs due to a reduction in force, employees of the bargaining unit shall retain service credits with the Employer for purposes of longevity and paid leave accrued in accordance with prevailing policy, for a period of one calendar year after the date of layoff.

1. Laid-off employees are entitled to the benefits of the State Employees Protection Act in accordance with 2-18-1203, MCA.
2. If an employee fails to accept and report for work within 14 calendar days, they shall have lost all recall and seniority rights. Apprentices shall be treated in the same manner as any other employee within the bargaining unit for purposes of layoff and recall.

Section 3. Layoffs caused by a reduction in work force in any Craft Council Union will be in order of seniority; that is, the employee last hired will be the first released. Employees scheduled to be released shall be given at least 21-calendar days' notice. All recalls based on institution need, will likewise be in order of seniority; that is the last employee released in any Craft Council Union as a result of a reduction in force shall be the first rehired when the Employer needs additional employees in that classification. The Employer will notify the employee to return to work and furnish the union a copy of such notification. If the employee fails to notify the employer within five working days of his or her intention to return to work, such employee shall be considered as having forfeited his or her right to re-employment. The Employer will notify the employee to return to work by certified mail

Section 4. If no vacancy exists within the original classification but other vacancies arise within the Craft Council, laid-off Craft Council members will receive rehire and recall preference over non-Craft Council members subsequent to application of Section 3.

Years of service with the hospital will determine awarding of positions within the Craft Council. If a maintenance worker position in the Craft Council arises, and no laid-off Craft Council member applies for such position, the position will then be offered to currently-employed Independent Union members through their bidding process.

Section 5. Seniority for the purpose of layoff shall be computed from the date the employee began regular uninterrupted service with the Employer. However, seniority within each individual Craft Council Union shall be determined along with qualifications and ability for promotional opportunity.

Section 6. Employees whose anniversary seniority dates are the same shall have their respective seniority rank determined by lot under the joint supervision of the Employer and the individual Craft Council Union.

Section 7. Seniority shall be considered unbroken for all layoffs and approved leaves of absence not exceeding one year, except industrial accident leave which may not exceed 18 months.

Section 8. If the intended action of an advance notice of a reduction in force is not enforced within 30 days of its issuance, it shall be rescinded.

ARTICLE 10
HEALTH AND WELFARE

Section 1 The Employer's share of the health insurance contribution for each employee shall increase by 10% ($73/month) effective January 1, 2014 and an additional 10% increase ($81/month) effective January 1, 2015. The employee's contribution for employee coverage shall not be subject to an increase until January 1, 2015.

Section 2. The State contribution toward health insurance shall continue during an absence for sickness or industrial accident for up to three months.

ARTICLE 11
PENSIONS

Section 1. Contributions shall be made to the Public Employees' Retirement System for all employees in compliance with State Statute.

Section 2. Individual Craft Council Unions may have their unit members participate in individual Union Pension Funds in accordance with provisions contained in the Addenda.

ARTICLE 12
GRIEVANCE AND ARBITRATION

Having a desire to create and maintain harmonious labor relations between them, the parties agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of terms and provisions of this Agreement.

Section 1. Grievance Procedure.

Step 1 - Any grievance shall be taken up with the employee's immediate supervisor within 14 calendar days of the grievance. The immediate supervisor shall have 7 calendar days to respond and shall provide a copy to the appropriate Craft Council Union.

Step 2 - If the grievance is not resolved informally, a formal grievance may be presented in writing on a mutually agreed to form, within 14 calendar days from the receipt of the immediate supervisor's response of Step 1 to the Chief Executive Officer or his/her designee. The Chief Executive Officer or his/her

designee at the second step shall have 21 calendar days from receipt of the grievance to respond in writing.

Step 3 - If the grievance is not resolved at Step 2, it may be presented to the Department Director or his/her designee within 21 calendar days of the receipt of the Step 2 response. The Director shall have 21 calendar days to respond to the grievance in writing.

Step 4 - Should the aggrieved employee and the appropriate Craft Council Union consider the decision of the Director unsatisfactory, the appropriate Craft Council Union may, within 21 calendar days of receipt of such decision, notify the Director and the Chief of Labor Relations Bureau of its decision to take the grievance to final and binding arbitration.

Section 2. Rules of Grievance Processing.

1. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

2. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the grievant to proceed to the next step.

3. An appointed authority may replace any titled position in the grievance procedure, provided that such appointee has authority to act in the capacity of the person being replaced.

4. When the grievance is presented in writing, there shall be set forth all of the following:

   i. A complete statement of the grievance and facts upon which it is based.
   ii. The contractual rights of the individual claimed to have been violated and the remedy or correction requested.

5. Those employees desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee pursuing a grievance under the provisions of this contract may not pursue the same grievance under another procedure.

Section 3. Rules of Arbitration.

1. Within 14 calendar days of receipt of the Union's notice of its intent to arbitrate a grievance, the parties shall call upon the Federal Mediation and Conciliation Service for a list of seven potential arbitrators.

2. Each party shall be entitled to strike names from the list in alternate order and the name so remaining shall be the arbitrator. A coin toss shall determine which party will strike the first name.

3. The arbitrator shall render a decision within 28 calendar days of the hearing and that decision shall be final and binding. By mutual agreement, the parties may request a bench decision from the arbitrator.

4. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the cost.

5. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

6. The Employer shall provide a reasonable amount of release time to investigate and adjust grievances to the Union Representative or his/her designee. It is understood that the Union Representative will not unduly interfere with employees in the course of their work. When occasions arise which necessitate utilization of release time, permission shall be obtained from the immediate supervisor in advance.

7. If a grievance involves more than one employee, crosses department lines, and involves more than one supervisor as a step 1 respondent, or the immediate supervisor does not have the authority to adjust the grievance, the grievance may be filed at step 2 by mutual agreement with the CEO or his/her designee.

ARTICLE 13
SAVINGS CLAUSE

Section 1. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2. The Employer and the Union expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this agreement, to bargain collectively with respect to any subject or matter whether referred to or covered in this Agreement or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the Employer or the Union at the time they negotiated or executed this Agreement and even if such subject or matter was proposed and later withdrawn.

ARTICLE 14
LETTER OF AGREEMENT

This letter of agreement is entered into to define the work performed by members of the Warms Springs Craft Council during the term of this agreement. Through this agreement, the parties have broadly addressed the scope of work for individual Craft Council unions and extended certain contractual provisions from previous contracts of unions now represented by the Montana State Hospital Craft Council. The relevant contractual provisions are reproduced in their entirety below.

Scope of Work

This agreement covers all non-construction work of a maintenance, repair, and renovation nature performed by the employees for the employer.

1. "Maintenance" consists of any work performed of a renovation, repair or maintenance character.
2. The word "repair" is work required to restore by replacement of parts of existing facilities to efficient operating conditions.
3. The word "renovation" is work required to restore by replacement, remodeling, upgrading or re-vamping parts of existing facilities to efficient operating conditions.

Section 1. The basic work of all positions within this bargaining unit are described in the Blue Collar Plan Class Specifications.

Section 2. The parties agree that the individual position descriptions will be created and maintained for all positions covered by this agreement. Incumbent employees will be given an opportunity to review and provide feedback concerning their respective position descriptions prior to implementation of the revised/new position description.

Section 3. Generally, each respective craft will perform those duties and responsibilities typical of their trade and addressed herein before performing other shared duties. Duties and responsibilities may be performed by any qualified Craft Council member under the following circumstances:

1. an immediate patient need arises,
2. an immediate repair is necessary, or
3. a circumstance arises which produces an emergency or potential emergency situation.

Section 4. If a jurisdictional dispute with any craft arises, it shall not be subject to the grievance or arbitration clauses, but shall first be submitted to local business agents for settlement and then if no understanding of the Agreement is reached within forty-eight (48) hours, it will be referred in writing to the international unions involved for settlement. It is

agreed that there shall be no stoppage or abandonment of work in regard to any jurisdiction dispute. Existing international jurisdiction agreement shall be respected by parties to this agreement.

If there is no such agreement applicable to the disputed work, the Employer shall assign the work in accordance with the prevailing practice in this area.

Management rights set forth in this Agreement shall not be construed in any manner, which will change this section dealing with craft jurisdiction.

Section 5. Typical Duties and Responsibilities.

Carpenters: Installs, repairs, replaces, remodels and/or patches ceilings, walls, floors, doors and windows. Hangs fixtures. Fabricates, installs, and erects fences and gates. Installs, replaces, and repairs roofing. Fabricates, frames and installs new structures, furniture, shelving and partitions. Constructs forms for concrete footings, foundations, slabs and sidewalks. Fabricates and installs flooring, decking in vehicles and structures. Repairs and maintains locks and locking devices.

1. Should a bargaining unit member not be immediately available due to other assigned work, a non-bargaining unit member may perform the following duties: hanging pictures; bulletin boards; fence building; fence replacement; furniture repair. However, if these duties involve tools specific to the carpentry trade, they will remain bargaining unit work.

Machinist Mechanic: Repairs and maintains motorized equipment to include: chain saws, lawn mowers, weed eaters, snow blowers, power rakes, edgers, air compressors, generators, water pumps, cars, trucks, buses, diesel equipment, loaders, graders, back hoes, stationary power tools, air-powered tools, heating and ventilating units, security doors, motorized patient equipment, overhead doors and fire equipment. Fabricates and repairs using welder, oxy-acetylene torch, and grinders, hospital equipment.

Electrician: Installs and maintains low voltage and high voltage distribution systems such as underground and overhead feeders, transfers. Maintains and troubleshoots switchgear. Sets power poles, replaces blown fuses, installs, troubleshoots and repairs electric motors. Installs and maintains lighting systems and fire alarm systems, installs telephone, computer cables, and other wiring devices.

1. The repair or maintenance of all television and sound equipment shall be covered by this agreement except that which is contracted out.

Plumber: Installs and maintains water distribution systems, sewage distribution systems, natural gas compressed air systems, and steam distribution systems. Installs boilers, water tanks, hot water heaters. Designs, installs and maintains lawn sprinkler system. Installs, repairs, rebuilds and replaces pumps. Installs and maintains heating and ventilation systems to include compressors, sheet metal ducts, and thermostats. Installs and maintains refrigeration and air conditioning equipment.

Painter: Paints buildings, equipment, curb and traffic lanes. Performs extra in washing with power washer, sands, primes, and paints vehicles. Performs sandblasting. Performs glazing. Maintains built-up roofing. Paints and engraves signs.

Prepares and cleans surfaces by use of sandpaper, burners, scrapers, sanding machines, dusters, power washer and paint removers; mixes paint and allied products; matches colors; applies undercoat and finish coat to furnishings, equipment, and faces by means of brush, roller or spray equipment; erects and removes portable mechanical scaffolding; cleans brushes, containers, spray guns, and other equipment; performs glazing, paperhanging, stencil lettering, and repairing of plaster, cement and marble; estimates materials and time needed to complete jobs. Also performs preparatory work for painting and perfataping. Interior wall and ceiling washing may be assigned to and performed by employees inside or outside the bargaining unit.

Teamster: Transports patients to various medical services both off and on campus. Transports materials and supplies to include dirty and clean laundry, warehouse supplies, and on-campus large-scale food delivery. Picks up and delivers sharps containers and medical waste. Services hospital vehicles. Operates large-scale motorized equipment to include backhoe, front-end loader, tractors and motor patrol.

Contractual Scope of Work Provisions: Work in and around garages such as washing, polishing, oiling, greasing, changing of tires, and cleaning up of garages shall come under the jurisdiction of the Teamsters Union.

Supervisors shall not perform work coming under the jurisdiction of the bargaining unit except in cases of emergency. It must be an absolute emergency before employees outside the bargaining unit or supervisors are allowed to drive the equipment.

For purposes of snow removal, the tractors and jeep will be excluded from operation by Groundskeepers with the exception of the following: (1) If there are no Teamsters available for snow removal, and the Employer notifies the Dispatcher and documents that a Teamster is not available, then and only under those circumstances can the groundskeepers operate Teamster snow removal equipment as itemized in the paragraph above. (2) Early morning call out of Teamsters will continue as per current practice when snow removal is required by Management. Tractors equipped with equipment other than those used for lawn care, e.g., brush-hog mowers, shall not be used by Groundskeepers.

Maintenance Worker: Inspects, oils, greases and performs preventative maintenance tasks on motors and machinery. Changes and cleans all HV and AC filters. Applies chemical and pesticides for weed, insect and rodent control. Performs manual and semi-skilled grounds care and maintenance tasks to include: repairs and grooming of grounds, to include operation of lawn care equipment, snow removal equipment. Assists licensed and journeyman craft employees and makes minor repairs under the guidance and direction of journeyman craft employees.

Security Officer: Provides protection for the patients, employees, visitors and hospital

property against fires, vandalism, and other emergencies. The work includes foot patrols of campus and occupied buildings, responding to alarms and disturbances, and monitoring patient movements. The security officer provides patient escort when assigned In addition, the security officer uses investigative techniques to investigate patient abuse complaints or other issues. As part of this, the security officer works closely with safety personnel, local and state law enforcement and investigators as needed. The established position description can be consulted for a description of additional duties.

Stationary/Maintenance Engineer: Responds to unusual utilities system disturbances. Resets security systems and monitoring equipment. Maintains, repairs and troubleshoots boiler equipment.

Contractual Scope of Work Provisions: All Engineers may repair, maintain, alter or otherwise do whatever is necessary for the continuous operation of all heating plants, machinery and engines, but must not install new work that comes under the jurisdiction of other crafts.

Persons other than Engineers shall not be allowed to perform routine maintenance or otherwise replace an Engineer except in emergencies.

All Engineers shall instruct and help trainees as part of their job.

Engineers' duties will also consist of the following: make the necessary daily inspection of boilers outside the main heating plant, perform sewage lagoon monitoring, fill in for relief purposes, perform heating plant maintenance, and other routine duties. For sewage lagoon monitoring only, this duty may be assigned to employees outside the bargaining unit if an engineer is not available and it is necessary to get the work done, or it is determined that it would be an imminent safety concern if the work is not done as soon as possible.

ARTICLE 15
EFFECTIVE DATE - TERM OF AGREEMENT

This Agreement shall be effective the first day of July 2013, and shall remain in full force and effect through the 30th day of June, 2015, and shall remain in effect for each biennium thereafter except that either party shall notify the other in writing at least 90 days prior to the expiration date of a desire to renegotiate this Agreement. If the Union gives such notice, it shall notify the Chief of the State Labor Relations Bureau, Department of Administration, and the agency in writing. If such notice to renegotiate is given, negotiations shall begin not later than thirty days prior to the expiration date.

The Union shall have the right to take concerted action after December 31, 2014, on wages and fringe benefits concerning the 2015-2016 biennium.

Upon request by either party to this Agreement, the Employer and the Union agree to enter into pre-budget negotiations in sufficient time to permit adequate negotiations on economic issues.

Dated this 30 day of August, 2013

For: THE STATE OF MONTANA

Richard H. Opper, Director
Department of Public Health and
Human Services

John Glueckert, Chief Executive Officer
Montana State Hospital

State Office of Labor Relations

For: THE WARM SPRINGS CRAFT COUNCIL

Bill Rowe, Chairman
Warm Springs Craft Council

Larry Mayo, Business Agent
Pacific Northwest Regional Council
of Carpenters, Local 112

Keith Allen, Business Manager
International Brotherhood of Electrical
Workers, Local 233

Troy Buhl, Business Representative
International Association of Machinists,
District W24, Local 86

John Riordan, Business Agent
International Union of Operating Engineers,
Local 400

Dennis Wilkinson, President
Maintenance Painters, Local 1

Sean Smith, Business Manager
United Association of Plumbers
and Pipefitters, Local 41

Bill Rowe, Business Representative
Teamsters Union, Local 2

Tom Burgess, /dg
MEA-MFT Field Consultant

Montana State Hospital Blue Collar Pay Schedule

Contract Years 2013-2015

Hourly Base Wage

	Grade	July 1, 2013	July 1, 2014
SECURITY OFFICER	B4	16.915	17.885
MAINTENANCE	B5	17.377	18.347
TEAMSTER	B7	18.301	19.271
ENGINEER	B8	18.764	19.734
PAINTER	B9	19.226	20.196
MACHINIST CARPENTER	B10	19.688	20.658
ELECTRICIAN	B11	20.150	21.120
PLUMBER	B12	20.612	21.582

All employees covered by this collective bargaining agreement under the Blue Collar Pay Plan shall receive a $.92/per hour increase effective in the pay period that includes July 1, 2013 and a $.97/per hour increase effective in the pay period that includes July 1, 2014.

LETTER OF AGREEMENT

TO CONTRACT EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2015

by and between

THE STATE OF MONTANA

and

INTERNATIONAL ASSOCIATION OF MACHINISTS DISTRICTW24 ,Local #86
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

This Letter of Agreement ("Agreement"), entered into the August 30 day of _____ 2013, by and between the State of Montana, Department of Public Health and Human Services, hereinafter referred to as "Employer", and International Association Of Machinists District Lodge #86, hereinafter referred to as "Union", shall be considered as an addendum to and by reference herein, incorporated as part of the Labor Agreement executed by Employer and Union, entitled "Warm Springs Craft Council".

A. Effective the first full pay period following execution of the letter of agreement, for as long as this Agreement remains unamended and unterminated, the Employer shall forward to the IAM National Pension Fund Employer contributions in the amount of $.30 (thirty cents) for the period July 2013 through June 30, 2015 per compensable hour of employment, not to exceed $51.90 per employee per month for each Machinist Bargaining Unit employee.

B. Contributions forwarded to the IAM National Pension Fund as set forth in this Agreement, are so forwarded in recognition that the State of Montana and the members of the affiliated Union agree:

1. The IAM National Pension Fund asserts that it is a non-contributory plan that will not accept employee contributions.

2. The statutory law of Montana permits the Employer to make contributions for members of a bargaining unit pursuant to a collective bargaining agreement involving a multiemployer pension plan qualified by the Internal Revenue Service. These Employer contributions are not considered as wages for purposes of computing the Employer or employee contributions to the mandatory Public Employees Retirement System, or for computing gross income for Federal and State Income Tax purposes as long as making such computations in this manner remains lawful.

3. The State of Montana is a public employer.

4. The bargaining unit employees have ratified the Prior Agreements, and therefore, as a condition of initial and continued employment, all affected employees must execute any forms required by the Employer in order to participate in the plan. Failure or refusal of the employee to execute any required forms shall be cause for immediate discharge. The Union agrees to indemnify, defend, and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under this provision. Any employee forms that were prepared pursuant to the Prior Agreement and that are not appropriate under the Agreement shall be considered rescinded.

5. Nothing contained in this or any other agreement or document precludes or prejudices the rights of the Employer from asserting that it has no liabilities under the provisions the Employee Retirement Income Security Act (ERISA) or other applicable laws, rules or regulations, in the event of a partial or complete withdrawal or termination of the IAM National Pension Fund or for the insolvency of such fund, including any such assertions that may be made under Section 414(h) of the I.R.S. Code as have been made in the past.

C. The Employer shall forward contributions for collection periods consisting of each two consecutive payroll periods (four calendar weeks) of the Employer. The total amount due for each collection period shall be remitted in lump sum by the 20th day of the month following the end of each collection period. It is understood and agreed that the calendar year for the collections shall begin with the first day of the first full payroll period of January each year.

D. In compliance with state or federal laws and regulations, the Employer agrees to sign a pension participation agreement and other forms or documents (as furnished by the Union) that may be necessary to effectuate and continue in existence the pension plan, to abide by such rules as may be established by the trustees of said trust fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such accounts, and the accurate reporting and recording of such amounts paid on account of such employee of the bargaining unit.

E. This Agreement is premised on the assumption that it is in compliance with Montana State Statutes and applicable federal pension laws as interpreted by the state or federal courts and the Pension Benefit Guaranty Corporation. If competent legal authority determines that this Amended Agreement is not consonant with such laws, the parties shall attempt to meet to discuss any problems resulting from terminating this Agreement prior to any such termination by the State.

DATED this 30th day of August 2013.

FOR THE EMPLOYER:

State Office of Labor Relations

Richard H. Opper, Director
Department of Public Health and Human Services

FOR THE UNION:

Troy Buhl, Business Representative
IAM District W24, Local #86

LETTER OF AGREEMENT

TO CONTRACT EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2015

by and between

THE STATE OF MONTANA

and

UNITED ASSOCIATION OF PLUMBERS AND PIPE FITTERS LOCAL UNION #41
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

This Letter of Agreement ("Agreement"), entered into the August 30 day of _____ 2013, by and between the State of Montana, Department of Public Health and Human Services, hereinafter referred to as "Employer", and United Association Of Plumbers And Pipe Fitters Local Union #41, hereinafter referred to as "Union", shall be considered as an addendum to and by reference herein, incorporated as part of the Labor Agreement executed by Employer and Union, entitled "Warm Springs Craft Council". Effective the first full pay period, including July 1, 2013, for as long as this Agreement remains unamended and unterminated, the Employer shall forward to the Plumbers and Pipe Fitters National Pension Fund Employer contributions in the amount of $1.32 per compensable hour of employment for each Plumber or Pipe Fitter Bargaining Unit employee, and to be taken from employees in lieu of wages. For the period July 1, 2013 through June 30, 2015.

A. Contributions forwarded to the Plumbers and Pipe Fitters National Pension Fund as set forth in this Agreement, are so forwarded in recognition that the State of Montana and the members of the affiliated Union agree:

1. The Plumbers and Pipe Fitters National Pension Fund asserts that it is a non-contributory plan that will not accept employee contributions.

2. The statutory law of Montana permits the Employer to make contributions for members of a bargaining unit pursuant to a collective bargaining agreement involving a multiemployer pension plan qualified by the Internal Revenue Service. These Employer contributions are not considered as wages for purposes of computing the Employer or employee contributions to the mandatory Public Employees Retirement System, or for computing gross income for Federal and State Income Tax purposes as long as making such computations in this manner remains lawful.

3. The State of Montana is a public employer.

4. The bargaining unit employees have ratified the Prior Agreements, and therefore, as a condition of initial and continued employment, all affected employees must execute any forms required by the Employer in order to participate in the plan. Failure or refusal of the employee to execute any required forms shall be cause for immediate discharge. The Union agrees to indemnify, defend, and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under this provision. Any employee forms that were prepared pursuant to the Prior Agreement and that are not appropriate under the Agreement shall be considered rescinded.

5. Nothing contained in this or any other agreement or document precludes or prejudices the rights of the Employer from asserting that it has no liabilities under the provisions the Employee Retirement Income Security Act (ERISA) or other applicable laws, rules or regulations, in the event of a partial or complete withdrawal or termination of the Plumbers and Pipe Fitters National Pension Fund or for the insolvency of such fund, including any such assertions that may be made under Section 414(h) of the I.R.S. Code as have been made in the past.

B. The Employer shall forward contributions for collection periods consisting of each two consecutive payroll periods (four calendar weeks) of the Employer. The total amount due for each collection period shall

be remitted in lump sum by the 20th day of the month following the end of each collection period. It is understood and agreed that the calendar year for the collections shall begin with the first day of the first full payroll period of January each year.

C. In compliance with state or federal laws and regulations, the Employer agrees to sign a pension participation agreement and other forms or documents (as furnished by the Union) that may be necessary to effectuate and continue in existence the pension plan, to abide by such rules as may be established by the trustees of said trust fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such accounts, and the accurate reporting and recording of such amounts paid on account of such employee of the bargaining unit.

D. This Agreement is premised on the assumption that it is in compliance with Montana State Statutes and applicable federal pension laws as interpreted by the state or federal courts and the Pension Benefit Guaranty Corporation. If competent legal authority determines that this Amended Agreement is not consonant with such laws, the parties shall attempt to meet to discuss any problems resulting from terminating this Agreement prior to any such termination by the State.

DATED this 30 day of August 2013.

FOR THE EMPLOYER:

State Office of Labor Relations

Richard H. Opper, Director
Department of Public Health and Human Services

FOR THE UNION:

Sean Smith, Business Manager
Plumbers and Pipe Fitters Local #41

AMENDED LETTER OF AGREEMENT

TO CONTRACT EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2015

by and between

THE STATE OF MONTANA

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION #2
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

This Letter of Agreement ("Agreement") entered into this 30 day of August 2013 by and between the State of Montana, Department of Public Health and Human Services, hereinafter referred to as "Employer", and International Brotherhood Of Teamsters Local Union #2, hereinafter referred to as "Union", shall be considered as an addendum to and by reference herein, incorporated as part of the Labor Agreement executed by Employer and Union, entitled "Warm Springs Craft Council".

Effective the first full pay period following execution of this letter of agreement, for as long as this Amended Agreement remains unamended and unterminated, the Employer shall forward to the Western Conference of Teamsters Pension Fund Employer contributions in the amount of $1.45 for the period, July1, 2013 through June 30, 2015 per compensable hour of employment for each Teamster Bargaining Unit employee which shall include $.20 per hour to provide for the Program for Enhanced Early Retirement (PEER/80) and $1.25 per compensable hour as their basic rate. It is acknowledged that the PEER rate must always be 16.5% of the basic pension rate and may not be decreased or discontinued. Also, PEER contributions are not taken into consideration for the benefit accrual purposes under the Plan.

A. Contributions forwarded to the Western Conference of Teamsters Pension Fund as set forth in this Amended Agreement, are so forwarded in recognition that the State of Montana and the members of the affiliated Union agree:

1. The Western Conference of Teamsters Pension Fund asserts that it is a non-contributory plan that will not accept employee contributions.

2. The statutory law of Montana permits the Employer to make contributions for members of a bargaining unit pursuant to a collective bargaining agreement involving a multiemployer pension plan qualified by the Internal Revenue Service. These Employer contributions are not considered as wages for purposes of computing the Employer or employee contributions to the mandatory Public Employees Retirement System, or for computing gross income for Federal and State Income Tax purposes as long as making such computations in this manner remains lawful.

3. The State of Montana is a public employer.

4. The bargaining unit employees have ratified the Amended and Prior Agreements, and therefore, as a condition of initial and continued employment, all affected employees must execute any forms required by the Employer in order to participate in the plan. Failure or refusal of the employee to execute any required forms shall be cause for immediate discharge. The Union agrees to indemnify, defend, and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under this provision. Any employee forms that were prepared pursuant to the Prior Agreement and that are not appropriate under the Amended Agreement shall be considered rescinded.

5. Nothing contained in this or any other agreement or document precludes or prejudices the rights of the Employer from asserting that it has no liabilities under the provisions the Employee Retirement Income Security Act (ERISA) or other applicable laws, rules or regulations, in the event of a partial or complete withdrawal or termination of the Western Conference of Teamsters Pen-

sion Fund or for the insolvency of such fund, including any such assertions that may be made under Section 414(h) of the I.R.S. Code as have been made in the past.

B. The Employer shall forward contributions for collection periods consisting of each two consecutive payroll periods (four calendar weeks) of the Employer. The total amount due for each collection period shall be remitted in lump sum by the 20th day of the month following the end of each collection period. It is understood and agreed that the calendar year for the collections shall begin with the first day of the first full payroll period of January each year.

C. In compliance with state or federal laws and regulations, the Employer agrees to sign a pension participation agreement and other forms or documents (as furnished by the Union) that may be necessary to effectuate and continue in existence the pension plan, to abide by such rules as may be established by the trustees of said trust fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such accounts, and the accurate reporting and recording of such amounts paid on account of such employee of the bargaining unit.

D. This Amended Agreement is premised on the assumption that it is in compliance with Montana State Statutes and applicable federal pension laws as interpreted by the state or federal courts and the Pension Benefit Guaranty Corporation. If competent legal authority determines that this Amended Agreement is not consonant with such laws, the parties shall attempt to meet to discuss any problems resulting from terminating this Amended Agreement prior to any such termination by the State.

DATED this 30 day of August 2013.

FOR THE EMPLOYER:

State Office of Labor Relations

Richard H. Opper, Director
Department of Public Health and Human Services

FOR THE UNION:

Dan Doogan, Secretary/Treasurer
Teamsters Union, Local #2

Bill Rowe, Business Representative
Teamsters Union Local #2