2013 – 2015

AGREEMENT BETWEEN

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
and
INTERNATIONAL ASSOCIATION OF MACHINISTS
DISTRICT LODGE W24

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AGREEMENT
between
STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
and
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, DISTRICT LODGE W24

PREAMBLE

THIS AGREEMENT, made and entered into this 4 day of Sept. 2013 by and between the State of Montana, Department of Natural Resources and Conservation, Forestry and Field Operations Divisions, hereinafter called the "Employer," and District Lodge W24 of the International Association of Machinists and Aerospace Workers in Montana, hereinafter called the "Union," shall constitute a binding "Agreement" governing the covenants and stipulations herein contained. The parties of this AGREEMENT mutually agree as follows:

WHEREAS, the Employer considers the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees and, insofar as such practices and procedures are appropriate to the functions and obligations of the Employer acting through its Director, to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the Employer and its employees.

WHEREAS, it is the intention of this AGREEMENT to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, the employment conditions of the employees covered by this AGREEMENT, to prevent interruption of work and interference with the efficient operation of the Employer and to provide an orderly and prompt method of handling and processing grievances.

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE 1
MANAGEMENT RIGHTS
(In compliance with 39-31-303, M.C.A.)

Section 1. The Union shall recognize the prerogatives of the Employer to operate and manage its affairs in such areas as, but not limited to:

(a) Directing employees;
(b) Hiring, promoting, transferring, assigning, and retaining employees;
(c) Relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
(d) Maintaining the efficiency of government operations;

(e) Determining the methods, means, job classification, and personnel by which the Employer operations are to be conducted;
(f) Taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency;
(g) Establishing the methods and processes by which work is performed.

ARTICLE 2
UNION RECOGNITION

Section 1. The Employer hereby recognizes the Union as the exclusive representative of all Fire Equipment Repair and Design Technician/machinist employees and the nursery equipment operator employee of the Employer as shown by classification in Addendum A, but excluding the Director, the supervisors, management members, professional employees, temporary and seasonal employees.

Section 2. Any present or future employee who is not a Union member and who does not make application for membership shall, within 30 calendar days, as a condition of employment, pay to the Union each month their fair share of costs germane to the collective bargaining process, for contract administration and pursuing matters affective wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after written notice to the Employer from the Union.

Section 3. It is agreed the Employer may, at the Employer's option, call the Union when in need of workers, and the Union agrees to make available to the Employer job-applicants, to the extent they are available without regard to Union membership or nonmembership or any requirements pertaining to Union bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

The Employer shall have full freedom in selecting employees and shall have the right to reject any job-applicant made available by the Union; it being mutually understood and agreed that this Section does not constitute a hiring arrangement, but merely an optional service offered by the Union for the convenience of the Employer and unemployed workers.

Section 4. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgment brought against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 3
HOURS OF WORK - OVERTIME - HOLIDAYS

Section 1. A regular work day 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 work day.

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.

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. 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 work day 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. Any overtime worked must first be approved by management. There shall be no pyramiding of overtime.

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. Recognized paid holidays shall be the following, in compliance with State statute 1-1-216, M.C.A.:

New Year's Day ..... January 1
Martin Luther King's Birthday ..... The Third Monday in January
Washington's and Lincoln's Birthdays ..... The Third Monday in February
Memorial Day ..... The Last Monday in May
Independence Day ..... July 4
Labor Day ..... The First Monday in September
Columbus Day ..... The Second Monday in October
Veteran's Day ..... November 11
Thanksgiving Day ..... The Fourth Thursday in November
Christmas Day ..... December 25
State General Election Day ..... In even numbered years

A full-time employee who is scheduled for a day off on one of the above enumerated 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 in the same pay period or as scheduled by the employee and his or her supervisor. Such day off is in addition to the employees' regular days off and scheduling of such day off is subject to the requirements of the department. The employee is entitled to this additional day off provided the employee was in pay status on the last regularly scheduled workday immediately prior to the holiday or on the first regularly scheduled workday after the holiday. Part-time employees shall be eligible for holiday pay on a prorated basis according to Department of Administration rules.

Recognized holidays worked shall be paid at the rate of two and one-half (2 1/2) times the regular straight time rate of pay without a compensatory day off.

Section 7. Sick leave. (Per State statute.) Sick leave credits accrue from the first day of employment. However, employees must be continuously employed for a ninety (90) day qualifying period to use sick leave.

Section 8. Vacation leave. (Per State statute.) Employees will earn vacation days in accordance with the following schedule computed from date of employment.

(a) One (1) year through ten (10) years of employment, 15 working days;
(b) Ten (10) years through fifteen (15) years of employment, 18 working days;

(c) Fifteen (15) years through twenty (20) years of employment, 21 working days;
(d) Twenty (20) years or more of employment, 24 working days.

Vacation days may be taken at a time that is mutually agreeable to the Employer and employee. The senior employee will be given preference in vacation scheduling. An

employee shall not be allowed to accrue more than two (2) times his annual vacation leave.

Section 9. All employees subject to this Agreement shall be classified and paid in accordance with the classification and wage scales hereunto annexed as Addendum A and by reference made a part hereof.

ARTICLE 4
SCOPE OF WORK

Section 1. This Agreement covers the work performed by the employees for the Employer as stated in the employee's Position Description and as defined below:

(a) Maintenance shall be any work performed of a repair or maintenance character.
(b) The word repair used under the terms of the Agreement and in accordance with maintenance is work required to restore by replacement parts to efficient operating conditions.
(c) The word design used within the terms of the Agreement is work required preparatory to maintenance, repair or development work including the visualizing, sketching, diagramming and laying out of the work to be performed.
(d) The word development used within the terms of the Agreement and in conjunction with design is the work required to repair and/or alter existing equipment to specialized needs or the fabricating of specialized equipment.
(e) The phrase nursery equipment operation used within the terms of this Agreement is the skilled operation of light to heavy nursery equipment, such as, crawler tractors, wheel tractors and farm equipment, plus their attachment, for the purpose of accomplishing assigned forestry, farm or construction type projects.

ARTICLE 5
WORKING RULES

Section 1. Wages due shall be paid at least two (2) times a month to all employees through the normal state payroll system. The payroll will be assumed to be correct and there will be no adjustment required by the Employer unless the employee makes a claim within ten (10) days.

When an employee is discharged, their pay shall be made available to him or her according to State statute 39-3-201, 203, 204, 205, 206, 209 and 215, M.C.A.

Section 2. The authorized and credentialed representatives of the Union shall be allowed admission to job sites of employees covered under this Agreement during working hours for the purpose of investigating working conditions; provided, however, that the representative shall first give prior notice to the appropriate Division Administrator or a designated representative, and shall not unduly interfere with the employees or cause

them to neglect their work. If this section is violated, the Division Administrator will notify the Union.

Section 3. The Employer and Union will cooperate in adequate safety and sanitary practices.

Section 4. All existing rules, regulations, and policies of the Department of Natural Resources and Conservation, the appropriate Divisions and the Montana Operations Manual that are not specifically covered by this Agreement shall remain in full force and effect, provided such rules, regulations and policies are not in conflict with the terms of this Agreement and copies of such have been made available to the employees. It is understood that management retains the right to change, delete, and/or implement such rules, regulations and policies, so long as they do not conflict with the collective bargaining agreement. Employees shall become familiar with such rules, regulations and policies.

Section 5. Training will be provided for employees covered under this contract if funding for such training is available. The Employer will determine training needs for the efficient operation of the Department of Natural Resources and Conservation mechanical shops. Training, whenever possible, will be conducted during state time and at state expense, as determined to be appropriate by the Employer. Each request will be considered on its own merit and an appropriate response will be provided to the covered employee.

Section 6. A training committee consisting of two employee representatives and two Employer representatives shall be formed to discuss the training program and employee training needs. This committee shall meet bi-annually and the meeting shall be held during regular work hours.

Section 7. The Employer shall provide coveralls to all unit members. Further, the Employer, wherever practicable, will provide on-site facilities for the cleaning of said coveralls, which will then be the responsibility of the employees. Where such facilities are not provided, the Employer shall arrange for such cleaning to be done professionally.

ARTICLE 6
SENIORITY

Section 1. Seniority shall be recognized after a six (6) month probationary period. At the end of the probationary period seniority shall accrue retroactively to the last date of hire. If seniority dates are the same, then surname alphabetical order shall govern; if surnames are identical, then first name and middle name alphabetical order shall govern.

Section 2. During the probationary period, the Employer may discharge an employee at any time with or without cause.

Section 3. For vacant bargaining unit positions which the Employer has announced for filling, when experience, qualifications, and capabilities are equal, then seniority shall

prevail in selection. It is understood that seniority shall neither be construed as a guarantee of appointment nor as a restriction on the Employer to hire from outside the bargaining unit.

Section 4. Layoffs and recall of laid off employees shall be governed by the factors of experience, qualifications, capabilities and seniority. Where experience, qualifications and capabilities are equal, seniority shall govern.

Recall shall be deemed initiated upon written notice to the employee at the employee's last known address. An employee recalled shall have ten (10) calendar days from letter postmark in which to accept re-employment and return to work at the time scheduled by the Employer.

In order to avoid layoffs the Employer, at the Employer's option, may resort to reducing the hours of the workweek.

Section 5. Seniority shall be lost if: an employee terminates or is terminated; an employee refuses a recall; or an employee is not recalled within a period of one year.

Seniority shall not accrue during periods of layoff or during leaves of absence without pay, excluding earned vacation and sick leave not extending more than thirty (30) days.

ARTICLE 7
GRIEVANCE AND ARBITRATION

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances (hereinafter referred to as grievances) arising between them involving questions of interpretation or application of the express terms and provisions of this Agreement.

An employee invoking the procedure herein outlined to resolve a grievance waives his or her right to process such grievance through any other procedure which may be available.

Step 1 - Any grievance shall first be taken up with the employee(s) and the immediate supervisor, within five (5) working days of such grievance. In no event shall any grievance advance to Step 2 unless the immediate supervisor has been given the opportunity to attempt to resolve the grievance.

Step 2 - If a grievance cannot be adjusted at Step 1, it shall be presented to the appropriate Division Administrator in writing stating the name of the grievant, when the incident occurred, the nature of the grievance (being specific), the applicable Articles of the contract which were violated, the remedy sought, the signatures of the grievant and the business agent, and the dates of signing, within four (4) working days of receipt of the Step 1 response, who will attempt to settle the

grievance. Failure to follow the requirements (above) of this step shall render the grievance non-arbitrable.

Step 3 - If no settlement can be reached at Step 2, the grievance shall be presented in writing to the Director of the Department of Natural Resources and Conservation within five (5) working days of receipt of the Step 2 response and attempted settlement shall be made.

Section 2. Should the aggrieved employee or employees and the Union consider the decision of the Director to be unsatisfactory, the local Union shall, within ten (10) working days of receipt of such decision, notify the Director and the State Labor Relations Bureau Chief, in writing, of its intention to have such grievance referred to arbitration.

Thereupon in all events, within ten (10) working days after such written notice of intention is delivered to the Director and State Labor Relations Bureau Chief, the Union and the Director shall call on the Board of Personnel Appeals to provide a list of five (5) impartial persons qualified to be arbitrators.

Each party shall be entitled to strike two (2) names from the list in alternate order and the name so remaining shall be the arbitrator. The arbitrator shall consider the grievance within fifteen (15) working days of selection and shall render a decision within fifteen (15) working days of the hearing, and that decision shall be final and binding.

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

During the processing of any matter under this or the preceding steps, the Union agrees not to strike, render unfair reports, or cause slow down, and the Employer agrees not to lock out employees represented by the Union.

Any failure or refusal to abide by the terms of this grievance and arbitration procedure shall constitute a waiver by the party who breaches the Agreement, of the rights and constraints created by the above grievance and arbitration clause.

No arbitrator shall have the power to add to, detract from, or modify the terms of this Agreement.

The arbitrator shall first determine the arbitrability of the grievance under the terms and conditions of the Agreement.

Section 3. Designated representatives may replace any of the titled positions named in the above procedures.

Section 4. Time limits stated in the above procedures may be extended by written mutual agreement.

ARTICLE 8
PENSION FUND

Section 1. Employees shall be covered by the Montana Public Employees Retirement System as provided for in State law.

Section 2 Bargaining unit members may participate in the Machinist Pension fund, pursuant to the attached addendum.

ARTICLE 9
HEALTH AND WELFARE INSURANCE

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

ARTICLE 10
NO STRIKE - NO LOCKOUT

Section 1. There shall be no intentional interference with work, such as: any strike, including but not limited to sympathy strikes, sit down strikes, wildcat strikes, intermittent strikes, or partial strikes; work slowdowns; sick-outs.

Section 2. The Employer reserves the right to discipline, up to and including discharge, any employee who violates this Article.

Section 3. The Employer shall not engage in a lockout against the employees. However, this section shall not be construed as preventing layoffs for legitimate reasons.

ARTICLE 11
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 each 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 though such subjects or matter was proposed and later withdrawn.

ARTICLE 12
EFFECTIVE DATE - TERM

This Agreement shall be effective as of 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 from year to year thereafter, except that either party may notify the other in writing at least sixty (60) days, but not more than one hundred eighty (180) days prior to the expiration date that they desire to modify this Agreement.

If the Union gives such notice, it agrees to also notify the Chief of the Labor Relations Bureau in writing of such requested negotiations, at the same time such notice is given to the agency. In the event such notice is given, negotiations shall begin not later than thirty (30) days prior to the expiration date.

Dated this 4th day of September, 2013

FOR: STATE OF MONTANA
OF DEPARTMENT OF NATURAL
RESOURCES AND CONSERVATION

John Tubbs, Director
Department of Natural Resources
and Conservation

Kerry Davant, Human Resource Manager
Department of Natural Resources
And Conservation

State Office of Labor Relations

FOR: INTERNATIONAL ASSOCIATION
MACHINISTS AND AREOSPACE
WORKERS, DISTRICT LODGE W24

Troy, Business Representative
International Association of Machinists

ADDENDUM A

Section 1. The wage rates and working conditions set forth herein are a part of that certain Agreement captioned, "Agreement between the State of Montana, Department of Natural Resources and Conservation and International Association of Machinist District Lodge W24". Such wage rates and working conditions shall become effective the first day of the first full pay period designated below and shall remain in full force and effect until June 30, 2015.

Section 2.

Blue Collar Classification	Grade	July 1, 2013	July 1, 2014
Fire Equipment Repair and Design Technician/Machinist Journeyman	11	$20.150	$21.120
Fire Equipment Repair and Design Technician /Machinist Foreman	13	$21.074	$22.044

Section 3.

(a) Longevity Allowances will be paid in addition to the above-cited hourly rates in accordance with MCA 2-18-304. Each employee who has completed five (5) years of uninterrupted state service must receive 1.5 percent of the employees' base salary multiplied by the number of completed, contiguous 5-year periods of uninterrupted state service.

(b) Beginning July 1, 2007, in addition to the longevity allowance provided under subsection (a) above, each employee who has completed ten (10), fifteen (15) or twenty (20) years of uninterrupted state service must receive an additional 0.5% percent of the employees' base salary for each of those additional 5 years of uninterrupted service. Pursuant to Section 2-18-306 MCA.

MEMORANDUM OF UNDERSTANDING
between
STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
and
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
DISTRICT LODGE W24

Re: Alternate Work Schedule

The intent of this MOU is to establish a procedure for bargaining members to adopt alternate work schedules that support agency objectives, promote efficient use of time and resources and are consistent in implementation.

The alternate work schedule is defined as four (4) consecutive work days, each work day 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) work days. 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 work day 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.

In order to request an alternate work schedule the bargaining member shall submit the form found in the DNRC Policy #3-0220, Work Schedules to their direct supervisor. The request needs to be approved up through the Fire and Aviation Management Bureau Chief. A copy of the final approved form needs to be forwarded to DNRC Human Resource Bureau.

Management's approval of an alternative work schedule must be in the best interest of the Department. Management may temporarily suspend or permanently withdraw alternative work schedules, but must give at least 24 hour notice before doing so. Management may revoke an alternative work schedule if it believes the schedule is no longer in the best interest of the department. When possible, changes in work schedule will occur at the beginning of the next pay period.

Alternate work schedules are a privilege and not an automatic right and any abuse of the privilege may result in immediate termination of the alternate work schedule. Abuse of an approved work schedule may result in disciplinary action.

Dated this 4th day of September, 2013

FOR: STATE OF MONTANA
OF DEPARTMENT OF NATURAL
RESOURCES AND CONSERVATION

John Tubbs, Director
Department of Natural Resources
And Conservation

Kerry Davant, Human Resource Manager
Department of Natural Resources
And Conservation

State Office of Labor Relations

FOR: INTERNATIONAL ASSOCIATION
MACHINISTS AND AREOSPACE
WORKERS, DISTRICT LODGE W24

Troy Buhl, Business Representative
International Association of Machinists

LETTER OF AGREEMENT

TO CONTRACT EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2015
by and between
THE STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES and CONSERVATION
and
INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT LODGE W24

This Letter of Agreement, hereinafter referred to as "Agreement", effective July 1, 2013 through June 30, 2015, between the State of Montana, Department of Natural Resources and Conservation, hereinafter referred to as "Employer", and International Association of Machinists, District Lodge W24, 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 "Agreement between State of Montana, Department of Natural Resources and Conservation and International Association of Machinists and Aerospace Workers, District Lodge W24".

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 $1.00 (one-dollar) per compensable hour of employment 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 this Agreement, 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 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 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 4th day of September 2013

FOR THE EMPLOYER:

State Office of Labor Relations

FOR THE UNION:

Troy Buhl, Business Representative
International Association of Machinists,
District Lodge W24

John Tubbs, Director
Department of Natural Resources and Conservation