

IBT LETTER OF AGREEMENT
TO CONTRACT EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2021
by and between
THE STATE OF MONTANA
and
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 2
DEPARTMENT OF CORRECTIONS

This Letter of Agreement (“Agreement”) entered into this 9/9/2020, by and between the State of Montana, Department of Corrections, hereinafter referred to as “Employer”, and International Brotherhood Of Teamsters, Chauffeurs, Warehousemen And Helpers Of America, Local No. 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 “Montana State Prison Craft Council”.

- A. Effective the first full pay period that includes July 1, 2019, for as long as this Agreement remains unamended and unterminated, the Employer shall forward to the Western Conference of Teamsters Pension Fund Employer contributions in the amount of \$1.00 (one dollar) for the period July 2019 through June 30, 2021 per compensable hour of employment for each Teamsters Bargaining Unit employee which shall include six cents (\$0.06) per hour to provide for the Program for Enhanced Early Retirement (PEER “84”). The contributions required to provide for the Program for Enhanced Early Retirement (PEER 84) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contributions for the Program for Enhanced Early Retirement (PEER 84) must at all time be 6.5% of the basic contribution [currently ninety-four cents (\$0.94) per hour].
- B. Contributions forwarded to the Western Conference of Teamsters 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 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.
 3. 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.

4. 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 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.
- B. 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 9/9/2020.

FOR THE EMPLOYER:

DocuSigned by:
Michael Manion

Michael P. Manion, Chief
State Office of Labor Relations

DocuSigned by:
Reginald Michael

Reginald Michael, Director
Department of Corrections

FOR THE UNION:

DocuSigned by:
Erin Foley

Erin Foley, Secretary Treasurer
Teamsters Union, Local No. 2