

LETTER OF AGREEMENT

TO CONTRACT EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2025

by and between

THE STATE OF MONTANA

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 400
DEPARTMENT OF TRANSPORTATION

This Letter of Agreement, hereinafter referred to as "Agreement", effective July 1, 2023 between the State of Montana, Department of Transportation, hereinafter referred to as "Employer", and International Union of Operating Engineers Local 400, 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 "Public Employees Craft Council Maintenance Employees".


Effective the first full pay period includes July 1, 2024, and for as long as this Agreement remains un-amended and un-terminated, the Employer shall forward to the International Union of Operating Engineers Central Pension Fund Employer contributions in the amount of \$3.50 (three dollars and fifty cents) per compensable hour of employment for each Operating Engineer Bargaining Unit employee.

- A. Contributions forwarded to the International Union of Operating Engineers Central 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 International Union of Operating Engineers Central 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 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 International Union of Operating Engineers Central 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 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 4/24/2024

FOR THE EMPLOYER:

DocuSigned by:

 382B3999E2BE4DB...
 Karol Anne Davis, Chief
 State Office of Labor Relations

FOR THE UNION:

DocuSigned by:

 A715568C4EA3413...
 John Johnson, Business Representative
 International Union of Operating Engineers,
 Local 400

DocuSigned by:

 B36434C1D731417...
 Larry Flynn, Interim Director
 Department of Transportation