

SCHEDULE A

LETTER OF AGREEMENT

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

by and between

THE STATE OF MONTANA

And

TEAMSTERS JOINT COUNCIL #3
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 Teamsters Union Local #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 "Public Employees Craft Council Maintenance Employees". This Agreement applies to the Public Employee Craft Council bargaining unit employees represented by the Teamsters as temporary workers.

- A. Effective the first full pay period that includes July 1, 2023, 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 \$0.10 for the period July 1, 2023 through June 30, 2025 per compensable hour of employment for each Teamster Bargaining Unit employee employed as a temporary worker. This amount shall be distributed by the Pension Trust as \$0.09 Basic Pension Rate and \$0.01 PEER 84 Program

TEMPORARY PENSION CLAUSE For persons or temporary agency personnel hired or utilized for the first time on or after July 1, 2021, the Employer shall pay an hourly contribution rate of \$0.10 (including Peer/84) during the temporary employment period, but in no case for a period longer than 90 calendar days from a person's first date of hire (into the bargaining unit) or utilization in the performance of bargaining unit work. Contributions shall be made on the same basis as set forth in Article 10, Schedule A of this agreement. After the expiration of the temporary period, or equivalent period of the person is utilized as a temporary employee, but in no event longer than 90 calendar days from the person's first date of hire (into the bargaining unit) or first date of utilization, the contribution shall be increased to the full contractual rate stated in Article 10, Schedule A.

- 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 Joint Council 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 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 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.
- 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 12/13/2023

FOR THE EMPLOYER:

DocuSigned by:

Karol Anne Davis

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Karol Anne Davis, Chief
State Office of Labor Relations

DocuSigned by:

Malcolm D. Long

FADC5831DC584E8...
Malcolm Long, Director
Department of Transportation

FOR THE UNION:

DocuSigned by:

Aaron Ralph

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Aaron Ralph, President
Teamsters Local 2/Joint Council #3