

INSIDE AGREEMENT BETWEEN

**MONTANA CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION,
HELENA DIVISION**

HELENA/GREAT FALLS

June 2012 – June 2014

AND

**LOCAL UNION 233
OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

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AGREEMENT

Agreement by and between, Montana Chapter N.E.C.A., Helena Division and Local Union 233, I.B.E.W. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the Montana Chapter N.E.C.A., Inc. and the term "Union" shall mean Local Union 233, International Brotherhood of Electrical Workers. The term "Employer" shall mean an individual firm who has been recognized by an Assent to this Agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in the Industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

SECTION 1.01 This Agreement shall take effect June 1, 2012 and shall remain in effect until May 31, 2014 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1, through May 31, of each year, unless changed or terminated in the way later provided herein.

SECTION 1.02 (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

SECTION 1.03 This Agreement shall be subject to changes or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the I.B.E.W. for approval, the same as this Agreement.

SECTION 1.04 There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

SECTION 1.05 There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representative.

SECTION 1.06 All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

SECTION 1.07 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

SECTION 1.08 Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

SECTION 1.09 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II **EMPLOYER RIGHTS - UNION RIGHTS**

SECTION 2.01 (a) Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, "Employer" as used in this Agreement is defined to mean a person, firm or corporation maintaining a permanent place of business with a phone number and a suitable financial status to meet payroll requirements. A substantial portion of his total business must be done in the Electrical Construction field and must be more than incidental to his other endeavors. He must also be in possession of a valid state license as an electrical contractor. Any contractor who wants to become signatory to the Agreement with IBEW Local 233 shall furnish proof of incorporation with the State of Montana and comply with all other conditions of this Agreement.

(b) To qualify as an Employer, a Firm must have in full time Managerial capacity at least one person qualified by virtue of experience and knowledge to Manage the Electrical Construction department and meet the requirements of Section 2.01(a) above.

1. Any (Electrical) Contractor, Owner, Stockholder, Corporate Officer or Director of a Firm may work with the tools as licensed. Such working member of a Firm shall be an I.B.E.W. journeyman wireman, and shall be required to pay all appropriate dues and assessments.

2. The Firm of such working member shall contribute (for such working member) to all trusts and funds as applicable in the Agreement.

(c) Members of the Union, except those meeting the requirements of "Employer," as defined herein, shall not contract for, or perform any electrical work for pay or barter, (exchange work). No member of the I.B.E.W. while he remains a member of such I.B.E.W. and subject to employment by Employers operating under this Agreement shall himself become a Contractor for the performance of any electrical work.

(d) Evidence of subterfuge to evade the intent of this Section may be construed as a failure on the part of the Employer to meet the terms of this Agreement, and hence justification for cancellation of the Agreement with the offending Employer. Any actions resulting in conflict with, or any attempt to circumvent the intent of this section and/or the definition of who shall not "become a contractor" within the meaning of Article II, Section 2.01(c) of this Agreement, shall be deemed a material breach of this contract.

(e) However, nothing in this provision shall be construed as preventing any such individual firm making a temporary repair or adjustment where an emergency exists involving a hazard to life or property.

(f) All electrical work being done under the signatory Employer's state or city electrical contractors' license shall be considered as work being done by the Employer under the terms of such Agreement.

(g) The Employer, upon request of the Business Manager or his assignee in writing, shall allow the Business Manager or said assignee to examine the Employer's time and payroll records pertaining to employees under the terms of this Agreement.

(h) All employees referred to or cleared by the Union to work under the terms and conditions of this Agreement, as is required per Article IV herein, shall be considered as working under the terms and conditions of this Agreement when performing any type or kind of work whether covered or not covered by this Agreement.

(i) Applicants for employment referred to an Employer can be expected by such Employer to be physically capable of performing normal tasks which could be required when employed within the electrical construction trade.

(j) Grievances must be filed within ten (10) working days of alleged violation. All grievances or items in dispute shall be concluded within 45 days. If at the end of the 45 days the disputed items or grievances are deadlocked they will be referred to CIR.

(k) Working dues deducted from employees paychecks, together with such payroll report as may be required, shall be mailed to the Financial Secretary of the Local Union not later than fifteen (15) calendar days from the last day of the month.

(l) A Termination Slip will be required at all times regardless of the reason for termination of the employee's time. Distribution of said Termination Slips will be: Original to be retained by the Employer; second copy will be turned over to subject employee being terminated; the third copy will be returned to the Local Union. The Local Union will supply the Termination Slips to the Employer at no cost to the Employer.

SECTION 2.02 (a) The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore, have no restrictions except those specifically provided for in the Collective Bargaining Agreement, in planning, direction and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the Employer's and/or Owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

(b) When an out-of-jurisdiction employer has a job that will require six (6) or more electricians, there shall be a pre-job conference between the employer or his representative and the Montana Chapter, N.E.C.A. and the Business Manager prior to the start of the job. All electrical subcontractors on the project shall be required to participate in this meeting. Minutes of this meeting shall be distributed to all participants.

(c) Applicable to Area 4 in Article IV exclusively. The Employer shall have the right to call for a foreman by name provided the applicant meets the following requirements:

1. The applicant is registered on the group 1 "out of work" list.
2. The applicant has not quit his/her previous signatory Employer within the past three weeks.
3. The local shall refer such applicant to the contractor as a foreman.
4. The applicant referred shall receive foreman's rate of pay per the current inside Agreement and shall continue to receive that rate for all hours worked until terminated.
5. The Employer, employee, and job or shop must all have residency within Area 4 in Article IV.

SECTION 2.03 For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in the State of Montana, Social Security and such other protective Insurance and/or all other statutory payments required by Local, State and Federal Agencies, as may be required by the laws of this State, and shall furnish satisfactory proof of such, to the Union. He shall also make contributions to the State Unemployment Commission.

SECTION 2.04 Each contractor signatory or bound to this Agreement, when obligated as defined below, shall provide a bond conditioned upon payment of all the following:

1. All wages
2. All Union dues
3. Fringe contributions
4. Travel allowance, mileage and daily subsistence
5. Penalty fees, attorney fees and audit costs

This bond shall be backed by a corporate surety licensed to engage in the insurance business in Montana, as more fully set forth herein.

There shall be no bonding obligation on any contractor, except that at any time a contractor is delinquent in fringe contributions for any two (2) consecutive months during the term of this Agreement, or any successor agreement, or is delinquent or otherwise defaults on any of the items listed above, it shall provide a payment bond on the amount not less than three (3) times the average monthly amount of fringe contributions payable by said contractor over the last twelve (12) months, and four (4) times the gross weekly payroll computed over the last six (6) months, and the Union dues amount corresponding to the appropriate trust fund

The bond shall be in the form provided by the Union and shall be filed with the Union.

At any time the obligation to file the bond attaches, the Union may, in addition to the bond requirement, withdraw all employees from the contractor's jobs and refuse to supply replacements. In such an event, the Agreement shall continue to apply.

The obligation to maintain the bond will terminate when the contractor has had twelve (12) consecutive months of no defaults and/or delinquencies on any of the items listed above.

SECTION 2.05 An Employer signatory to a Collective Bargaining Agreement or to a Letter of Assent to an Agreement with another I.B.E.W. Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that local's jurisdiction to this local's jurisdiction for specialty or service and maintenance work. All charges or violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement for the handling of grievances with the exception that any decision of a local Labor-Management Committee that may be contrary to the intent of the parties to the National Agreement on employee portability, upon recommendation of either or both the appropriate I.B.E.W. International Vice President or N.E.C.A. Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

SECTION 2.06 (a) The Employer agrees that if a majority of its employees authorizes the Union to represent them in collective bargaining, the Employer will recognize the Union, its agents, representatives or successors as the exclusive collective bargaining agent for all employees performing electrical work within the jurisdiction of the Union on all present and future job sites.

(b) The Chapter and the Employer understands that the Local Union's jurisdiction both trade and territorial is not a subject for negotiations but rather is determined solely within the I.B.E.W. by the International President and therefore agrees to recognize and be bound by such determinations.

SECTION 2.07 Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

SECTION 2.08 A journeyman shall be required to make corrections in improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union in writing within thirty (30) days of workmen who fail to adjust improper workmanship. The Union shall assume responsibility for the enforcement of this provision.

SECTION 2.09 The Union reserves the right to discipline its Members for violation of its laws, rules, regulations and Agreements.

SECTION 2.10 The Union shall have the right to appoint a steward at any shop or any job where workmen are employed under the terms of this Agreement and the Union shall notify the Employer in writing of the appointment and identity of the steward when appointed or changed. Under no circumstances shall an Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of this Agreement. All grievances on any job shall be handled in accordance with the provisions of Article I of this Agreement. Any steward on a job must have completed the approved I.B.E.W. steward class or spend a minimum of four (4) hours, on his own time, going over the course material with the Business Manager and complete the approved class within one (1) year.

On all jobs over \$450,000.00, the following steward language applies: The Union shall have the right to appoint a steward at any job or jobs where workmen are employed under the terms of this Agreement. Stewards shall perform their duties under the direction of the Business Manager, and be subject to his authority. Such steward shall see that this Agreement and working rules are observed by Employer and employee, and shall be allowed sufficient time and necessary transportation on the job sites to perform his duties during regular working hours.

The Business Manager shall notify the Employer of the appointment of the steward. Under no circumstances shall an Employer dismiss or otherwise discriminate against an employee and/or shop steward for making a complaint or giving evidence with respect to an alleged violation of any provisions of this Agreement. Appointed stewards may be terminated for proper cause, excepting Reduction of Force (lack of work), and shall be employed and present on job or jobs at any time workers are employed under the terms and conditions of this Agreement. However, the Employer may, at his option, issue a Reduction of Force (termination) to such appointed stewards under this Section only at such time the Employer has less than three (3) employees employed under the terms of this Agreement.

Any complaints not resolved on reference to the Employer and subsequently to the Business Manager shall be referred to the Labor-Management Committee as per Article I, Sections 1.04 through and including Section 1.09.

The steward shall not be authorized to cause or permit a work stoppage for any reason. At the Business Manager's discretion such steward shall be employed and be present on jobs or projects at any time workers are employed under the terms and conditions of this Agreement.

SECTION 2.11 The representative of the Union shall be allowed access to any building or job at any reasonable time where workmen are employed under the terms of this Contract; however, there shall be no stoppage of work to conduct Union business at any time without the permission of the Employer.

SECTION 2.12 (a) This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when the Union or its proper representatives decide to do so, but no removal shall take place until notice is first given to the Employer involved.

(b) It shall not be a violation of this Agreement and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee for an employee to refuse to cross a lawfully established primary picket line whether at the premises of another Employer or the employee's own Employer. Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for by the Employer.

SECTION 2.13 When men are removed from a shop, the Union or its representatives shall direct the workmen on such jobs to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Employer shall designate the storage place.

The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

SECTION 2.14 (a) The following tools shall be furnished by the Journeyman:

Knife	Pencil	Hammer	Torpedo Level	Hacksaw Frame
18-10 Gauge Wire Stripper	25' tape measure	Crescent Wrench	Nut Drivers standard set	Allen wrenches 3/16"-3/8"
Small Wood Chisel	Sheetrock Saw	Two Channel lock pliers 1" min. capacity 2" max. capacity	Voltage Tester AC/DC solenoid type Wiggins or equivalent	Klien pliers
Diagonal pliers	Long-nose pliers	Tool pouch	Screw drivers Large & Small flat blade, Phillips & Square	

(b) Replacement of tools, restricted to only those tools named on the tool list above, will be provided in case of fire, theft or damage incurred at the place of storage provided by the Employer, and only if the above occurs after the regular working hours of the employee. The theft must be reported to law enforcement officials and tools must be identified with the name of the individual. The cost of replacement will be shared equally between the Employer and employee.

SECTION 2.15 There shall be no restriction of the use of tools or machinery simplifying work such as pipe cutting machines, electric and pneumatic drills, electric hoists and such other tools as may be agreed upon between the Employer and the Union - but all such tools must be operated by members of the Union and/or workmen and be provided with modern safety features.

Workmen employed under the terms of this Agreement shall do all residential, commercial and industrial electrical construction and erection work and all maintenance thereon. This shall include the installation and maintenance of all electrical lighting, heating and power equipment. Such work shall include on the job work of welding, burning, brazing, drilling and shaping of all copper, silver, aluminum, angle iron and brackets to be used in connection with the installation and direction of electrical wiring on equipment.

All work of chasing and channeling necessary to effectuate and complete any electrical work and all on the job handling and moving of any electrical materials, equipment and apparatus shall be performed by workmen employed under this Agreement. The cutting and threading of all conduit and nipples shall be performed by workmen employed under this Agreement. There shall be no restriction covered by this Agreement on the installation of any materials or equipment that are listed as a stock item in the electrical industry catalogs or price lists and furnished as a manufactured product. (Note: On the job handling and moving of any electrical materials, etc., as such, means after the initial drop).

SECTION 2.16 All employees covered by the terms of this Agreement shall be required to become and remain Members of the Union as a condition of employment after the seventh (7th) day following the date of their employment, or effective date of this Agreement, whichever is later.

SECTION 2.17 On all jobs requiring five (5) or more Journeymen at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

SECTION 2.18 The Local Union is part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the I.B.E.W., other than violations of paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm, or corporation not recognizing the I.B.E.W. or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local

Union to be performed at the site of the construction, alteration, painting, or repair of a building, structure, or other work, will be deemed a material breach of this Agreement.

All charges of violations of paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for handing of grievances and the final and binding resolution of disputes.

SECTION 2.19 All Employers shall be required to display reasonable vehicle identification on all vehicles used for business purposes by their employees.

SECTION 2.20 The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

SECTION 2.21 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

SECTION 2.22 All persons working under this agreement shall either possess a current Montana State Electrical License or be a registered apprentice with the state of Montana.

ARTICLE III **HOURS - WAGES - WORKING CONDITIONS**

SECTION 3.01 (a) Eight hours work between the hours 8:00 am and 4:30 PM with not less than thirty minutes for a lunch period, shall constitute a work day. Forty hours within five days, Monday through Friday, inclusive, shall constitute the work week.

The regular work day may be adjusted to begin two (2) hours before or after 8:00 a.m. for a minimum of one (1) week duration if mutually agreed to by the Employer and employees and the Union being notified of such change.

(1) Exception 1: 4-10's

Employees may work Four (4) Ten (10) hour days, Monday thru Thursday, between the hours of 7:00 a.m. and 7:00 p.m. with a minimum of one-half (1/2) hour not to exceed one (1) hour for lunch. Employees shall be allowed two (2) breaks as stated in Article III, Section 3.14.

(a) 5-8's and 4-10's clarification:

- (1) When a general contractor is working a schedule of four 9-hour days and one 4-hour day or any other schedule combination spanning the workweek, the employees under this agreement can work both 4-10's or 5-8's so there is coverage for the five days.
- (2) If a job is not mandated by the general contractor or project owner to be worked on a particular schedule, employees have the choice to work the 5-8 or 4-10 schedule as job conditions and journeyman supervision allow.
- (3) As overtime is paid on a daily basis (over 8 or 10 hours) and not a weekly basis (over 40 hours), both parties understand that switching between 5-8's and 4-10's during the week may not result in daily overtime being required by this contract but may be required under the Fair Labor Standards Act for hours worked over 40 in a week. To lessen problems, both parties agree that a 5-8 or 4-10 schedule must be worked for a week at a time and switching between the two schedules is not permitted during a week.

(2) Exception 2: Nighttime Maintenance and Modernization

In situations where work is to be performed in existing occupied facilities and the Employer/Customer determines that it is impractical for work to proceed during regular business hours the Employer may request employees to work the following shift: The Contractor may schedule one of the following shifts at the straight time rate of pay plus ten percent (10%) for all hours worked, so long as no other is established.

- A. A shift of eight (8) consecutive hours of work for a duration of at least five (5) days, between the hours of 4:30 PM and 8:00 AM, Monday through Friday.
 - B. A shift of ten (10) consecutive hours of work for a duration of at least four (4) days, between the hours of 4:30 PM and 8:00 AM, Monday through Thursday.
- (3) The employees will be permitted a coffee period on the job under the following conditions only:
- 1. Not more than once before the mid-shift meal, and not more than once after the mid-shift meal. These will be taken one-half way between the beginning and end of each mid-shift.
 - 2. Time elapsed will not exceed ten (10) minutes coffee period.
 - 3. The employee will take this coffee period and will be required to carry his coffee with him to his work area and under no condition will he be allowed to leave his work area for coffee.

OVERTIME

On electrical jobs under \$450,000.00, the Employer may pay one and one-half times the straight time rate of pay on any two hours contiguous with the regular work day or shift, and up to eight (8) hours on Saturdays during regular workday hours or shift as consistent with hours in Section 1 (a) above.

On electrical jobs over \$450,000.00 the prevailing rate of pay for all work performed other than regular workday or shift shall be paid at double the straight time rate of pay. For short-term projects when overtime will be worked less than two weeks duration, it may be paid at one and one-half times the straight time rate of pay only once per project; however, this issue must be discussed with IBEW 233 and Montana Chapter NECA before the commencement of any work.

(a) Any time an employee is required to work in excess of two (2) hours overtime following or preceding a regular shift he shall be provided a hot meal by the Employer with a reasonable amount of time to eat. Actual time spent eating will not be compensated for. It is also understood that for each additional four (4) hours of overtime the employee shall be provided for in the same manner. For the first meal only, \$12.00 can be substituted for the meal, upon mutual agreement of the employee and the employer. No employee shall remain on unscheduled overtime work if the above provision is not implemented.

No workman will be required to work unscheduled overtime unless mutually agreed to, emergencies excepted. Workmen shall carry their lunch to the job and the Employer shall provide a warm and sheltered place during the lunch period, which place may include an enclosed heated vehicle to accommodate not more than two (2) men per bench seat, per vehicle. If the employees desire other accommodations, they must move to such places on their own time and in their own transportation.

(b) No employee under this section shall be requested to travel during regular working hours on his own time or be requested to haul Employer's tools or materials in his own vehicle. In no case except that covered in this Section, shall a workman use his car, motorcycle or other vehicle during regular working hours. No workman or employee covered by the terms of this Agreement, shall lease or rent vehicles, equipment or tools to any Employer.

(c) Employees covered under this Article will furnish their own transportation and travel on their own time reporting to the shop or job and put in Eight (8) or Ten (10) hours respectfully at the shop or job. Employees shall be required to report only to the shop or one (1) job per day.

(d) On all energized circuits of equipment carrying 440 volts or over, Two (2) or more Journeymen must work together as a safety measure. All work of joining, splicing and insulating and the placing of the flame proof covering, where wiped lead joints are necessary shall be performed by cable splicers. Journeymen shall be used in assisting cable splicers. Cable splicers shall not be required to work on energized wires or cables when the difference in potentials is over four hundred forty (440) volts between any two conductors or between any conductor and ground unless assisted by another journeyman.

(e) Service or Emergency Calls: When employees are requested or called to work at other than the regular scheduled hours they shall receive a minimum of One (1) hours pay at Double the Straight time rate of wages for each such call.

SECTION 3.02 SHIFT WORK When so elected by the Employer, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 am and 4:30 PM. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The second shift (swing shift) shall be worked between the hours of 4:30 PM and 12:30 am. Workmen on the swing shift shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 1/2) hours work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 am and 8:00 am. Workmen on the graveyard shift shall receive eight hours pay at the regular hourly rate plus 15% for seven (7) hours work.

A lunch period of thirty minutes (30) shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

There shall be no requirement for a day shift when either the second or third shift is worked.

SECTION 3.03 Any workman requested by the Employer to transfer from one shift to another within any twenty-four (24) hour period shall be paid for such time that is worked at the applicable overtime rate of pay.

A definite lunch period shall be established midway in any shift. Any employees requested to work through the regular lunch period shall be paid for such time that is worked at the applicable overtime rate of pay.

SECTION 3.04 All hours worked on Sundays and the following Holidays or days celebrated as such shall be paid for at Double the Straight Time rate of wages.

HOLIDAYS

News Years Day

Memorial Day

Fourth of July

Labor Day

Traditional Veterans Day

Presidents Day

Thanksgiving Day

Christmas Day

Through mutual consent of employees and employer when Veterans Day falls on Tuesday, Wednesday, or Thursday, the holiday may be observed on Monday or Friday of that week. If this option is utilized, advanced notification of the Business Manager is mandatory.

When a holiday falls on Sunday, Monday will be observed. When a holiday falls on Saturday, Friday will be observed.

Each employee must be permitted at least two (2) weeks vacation other than emergency or sick leave each year, upon thirty (30) days notification to the Employer. It may be taken either at intervals of one (1) week each, or be collective at the option of the employees. Employees' vacations shall not conflict with each other and shall be determined by the Employer.

SECTION 3.05 No work shall be performed on Labor Day except in case of emergency or when permission is granted by the Business Manager on a case-by-case basis.

SECTION 3.06 (a) All Employers shall pay by regular company checks with the name of the company imprinted thereon, or shall pay with cash, and shall indicate by check stub or statement the amount paid for regular time, overtime, travel or subsistence. Further, it shall identify each individual deduction and amount from wages paid. Employees may voluntarily allow for direct electronic deposit of wages, on a weekly basis, to the bank or credit union of the employee's choice. The direct deposit funds must be available on payday. A pay stub shall be given to or sent by mail and postmarked to the employee on the regular payday. Any monetary discrepancies will be borne by the employer and waiting time shall apply on any deposit reversals or late deposits. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and employer with notification copied to the Union.

(b) Wages, travel pay and/or subsistence shall be paid weekly on or before Friday when working 5-8's and on or before Thursday when working 4-10's, not later than the end of the regular scheduled shift, and not more than three (3) days pay shall be withheld from any weekly pay period. Unless it is mutually agreed to by the Employer and the Union, the employee shall be paid in person at the shop or job site.

(1) Weekly payroll schedule example:

Employment begins on Monday or Tuesday – Employee shall be paid for all hours worked through the end of Tuesday on the payday of that week.

Employment begins on Wednesday through Sunday - Employee shall be paid for all hours worked through the end of the following Tuesday on that payday.

(c) If the employee is not paid on time or in full for the proper pay period, he shall continue to receive pay for the regular hours of employment as defined under Article III, Section 3.01(a), and including Saturday as straight time pay, without performing actual work, and/or in addition to being paid for any time actually worked, until such time the employee is properly paid. If pay is delayed overnight from the regular pay day, two hours additional pay shall be added for the inconvenience suffered.

(d) If any paycheck is not immediately cashable or is returned for “insufficient funds”, or is not payable for any reason, it will be treated as not being paid timely, and the same payment for inconvenience suffered as (c) above will apply from the date and time that pay period was due as spelled out above.

Additionally, upon the Union’s direction, the Employer shall pay employee’s payroll in cash or if approved by the Union, immediately negotiable (upon demand) paper, i.e. cashier’s checks, money orders, etc.

(e) In the event the job or work is shut down on payday, checks will be made available at an accessible location.

(f) Unless otherwise provided for, no workman shall be paid for time not actually spent on the job.

(g) When inadvertent mistakes or clerical error result in a shortage of pay and does not exceed 25% of the total paycheck, there will be no payment for inconvenience suffered as in (c) above. If the shortage exceeds 25% or the shortage is owed as a result of negligence or the grievance process, payment for inconvenience suffered as in (c) above will apply. All shortages and/or penalties to be paid on the first business day after acknowledgment, or on the next pay period if mutually agreed to.

(h) Discrepancies or grievances on wages, travel pay or subsistence are to be reported within five (5) days after discovery, or when discovered by an audit.

When using stress cones and shields with all power cables over six hundred (600) volts, when metal shielded, the splicing and connecting hereto will be done at the cable splicer’s rate of pay as set forth in this Agreement.

The Employer will determine the necessity for a cable splicer helper when needed. This is in addition to the foregoing paragraph and shall not alter it in any way.

WAGES

SECTION 3.07

Effective 6/1/2012 - \$.35 hourly increase.

Effective 6/1/2013 - \$.45 hourly increase.

*The above to be split per locals instructions with a minimum of 30 day notification.

Effective 6-1-2012 the rate of wages for Journeyman Wireman will be:

JOURNEYMAN WIREMAN \$28.61

Effective 6-1-2013 the rate of wages for Journeyman Wireman will be:

JOURNEYMAN WIREMAN \$29.06

JOURNEYMAN TECHNICIAN 100% OF JOURNEYMAN WIREMAN RATE

General Foreman 15% above Journeyman Rate – Foreman 8% above Journeyman Rate

JW when Cable Splicer Foreman 12% above Journeyman rate of pay

JW when Cable Splicer 5% above Journeyman rate of pay

Any Journeyman required to weld shall be paid 8% over Journeyman wage rate for actual time spent welding.

The Employer shall furnish proper protective gear such as welding helmets, goggles, sleeves, jackets and trousers to workmen engaged in burning and welding operations.

When a workman is mandated by an owner, customer or employer to wear an Auxiliary Breathing Apparatus, he will be paid 10% above the regular or overtime rate of pay.

APPRENTICE WIREMAN – SIX (6) PERIODS

Apprentices indentured prior to August 1, 2011

1 ST PERIOD	45% OF JOURNEYMAN WIREMAN RATE
2 ND PERIOD	50% OF JOURNEYMAN WIREMAN RATE
3 RD PERIOD	60% OF JOURNEYMAN WIREMAN RATE
4 TH PERIOD	70% OF JOURNEYMAN WIREMAN RATE
5 TH PERIOD	80% OF JOURNEYMAN WIREMAN RATE
6 TH PERIOD	90% OF JOURNEYMAN WIREMAN RATE

APPRENTICE WIREMAN - TEN (10) PERIODS

Apprentices indentured after August 1, 2011

1 ST PERIOD	45% OF JOURNEYMAN WIREMAN RATE
2 ND PERIOD	50% OF JOURNEYMAN WIREMAN RATE
3 RD PERIOD	55% OF JOURNEYMAN WIREMAN RATE
4 TH PERIOD	60% OF JOURNEYMAN WIREMAN RATE
5 TH PERIOD	65% OF JOURNEYMAN WIREMAN RATE
6 TH PERIOD	70% OF JOURNEYMAN WIREMAN RATE
7 TH PERIOD	75% OF JOURNEYMAN WIREMAN RATE
8 TH PERIOD	80% OF JOURNEYMAN WIREMAN RATE
9 TH PERIOD	85% OF JOURNEYMAN WIREMAN RATE
10 TH PERIOD	90% OF JOURNEYMAN WIREMAN RATE

SECTION 3.08 (a) The U.S. Post Office located at 2300 N. Harris Street, Helena, Montana and 215 First Ave. N., Great Falls, Montana hereafter referred to as the “Post Office” shall be the reference point to establish all mileage, subsistence and a Free Zone.

(b) All of the area within an eight (8) mile radius of the Post Office is a Free Zone. No travel time or travel allowance shall be required of the Employer when employees are directed to report to a shop or job located within the Free Zone.

(c) When an employee is required to report to the shop or is removed from a job to which he has reported, the Employer shall pay for traveling time and furnish transportation from shop to job, job to job and job to shop.

(d) When employees are directed to report to a job located between an eight (8) mile and fifty (50) mile radius of the Post Office they shall be paid a Travel Allowance equal to the Federal Government mileage reimbursement for that year, per road mile, each way per day “in excess of the Free Zone.”

(e) On all jobs in excess of fifty (50) miles from the Post Office the employees shall be paid, effective 06-01-2012, \$61.50 per day subsistence “in lieu of any travel allowance per day worked.” Subsistence will increase from year to year at the U.S. Dept. of Labor Consumer Price Index (CPI), with a minimum of \$1.00 and a maximum of \$2.00 per year. On jobs having multiple job site locations, the Employer shall designate the location to which each employee shall report and each employee shall report on his own time and in his own transportation unless agreed to be provided for by the Employer. No workman shall be required to report to the designated location for a period of less than five (5) working days. In the event the job at the designated reporting location is less than five (5) working days duration, then the Employer shall provide transportation to the next job site and return on the Employer’s time, for the days necessary to complete the five (5) working days. The workmen reporting at each site shall be considered crew or crews.

EXCEPTION: Employees can be required to report to the job on their own time and in their own transportation if the job is for two (2) or more working days providing the reporting sites are not more than twenty (20) miles apart. If the reporting sites are more than twenty (20) miles apart, the job must then be for five (5) working days before the employees can be required to report to the job on their own time and in their own transportation.

SECTION 3.09 On isolated jobs where transportation is not furnished by the Electrical Contractor, and where the job is more than five (5) continuous days duration, the Employer agrees to provide a suitable and secure place on the job for the storage of workmen's tools and clothes. Adequate heat will be provided in inclement weather. Men required to work outside in rainy weather will be furnished rain suits by the Employer.

The headquarters house, a trailer, etc. on every job, must have a completely equipped Class A First Aid Kit at all times and must have suitable drinking cups and ice in hot weather. Employers must furnish hard hats for all men, and these must be either new or sterilized on each job. Proper liners must be furnished for winter service. Adequate sanitary toilet and washing facilities shall be available to all employees.

SECTION 3.10 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union -- upon receipt of a voluntary written authorization -- the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

SECTION 3.11 (a) On all jobs requiring four (4) Journeymen; one (1) shall be designated as Foreman by the Employer. All Foremen shall be a Journeyman Wireman. No Foreman shall supervise more than eight (8) Journeymen on one project. The ninth Journeyman shall be a Foreman and so on in this ratio. The Employer shall appoint a Journeyman as a General Foreman when there are three (3) Foremen on one project, and shall appoint another General Foreman for every seven (7) Foreman thereafter.

(b) No Foreman shall act as a Foreman on more than one crew or job at one time and all workmen under his supervision shall receive all instructions on the job from him. On jobs having a General Foreman, Foremen are not to take orders, directions or accept layout of work from anyone other than their General Foreman. A Foreman may take advice or suggestions from other than his General Foreman, but may disregard such advice or suggestions at his discretion, pending orders, or on orders, from his General Foreman. Employees working the classification of Foreman and General Foreman are employees working within the bargaining unit under this Agreement and the Employer's responsibility or authority to direct men to perform Foreman and General Foreman duties as outlined above will be treated in the same manner as his direction of men to perform any other regular duties that would be required of an employee working under the terms of this Agreement.

(c) An apprentice that is being utilized in accordance with the apprenticeship variance waiver shall be recognized as a journeyman for the purposes of Section 3.09.

SECTION 3.12 When employees are directed to report to a job and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two hours pay unless notified before 7:00 am. All employees must have their personal telephone number registered with his Employer before said Employer will be required to assume the responsibility of this Section.

Any employee reporting for work and being laid off, not having been notified the day previous of such layoff, shall receive not less than two hour's wages in order to gather his tools and personal belongings and will be paid off in full immediately. In the event that the employee is not paid off, waiting time at the regular rate shall be charged until payment is made. The payment shall not exceed 8 hours in any 24 hour period.

(a) When an employee gives two working days notice that he is severing the employment relationship he shall be paid off in full by the end of the regular scheduled shift on the day that employment ends. If an employee gives less than two days notice then the employee can choose to have the pay either received at the employer's shop, direct deposited only if that option is already being utilized or mailed no sooner than three working days. The employee and employer may mutually agree to a shorter timeframe than three working days. Waiting time as referred to above will also apply to violations of this subsection.

SECTION 3.13 The Journeyman will be responsible for usable materials and tools that are left untended and result in damage to same, at the completion of a shift and/or job, when proper storage facilities are available; the Union assumes the responsibility for the enforcement of this Section.

SECTION 3.14 When an Employer decides it is necessary to set up a warehouse on a job site, which requires a warehouseman, the warehouseman shall be a Journeyman Wireman.

SECTION 3.15 (a) All underground work, such as diversion and railway tunnels, or work being performed below forty (40) feet from collar in a vertical shaft or silo shall be paid for at twenty five percent (25%) above the applicable rate of pay. However, basement levels will not be included as underground classifications. Diversion tunnels apply to dams only and, further, service tunnels connecting building or utility tunnels from the main power supply to a building will not come under this clause except where it exceeds forty (40) feet below the basement level.

(b) All aboveground work from forty (40) feet to sixty (60) feet shall be at time and one-half the applicable rate of pay, and over sixty (60) feet, at double the applicable rate of pay. Only those employees actually performing hazardous work will receive hazardous pay.

This shall not apply where OSHA compliant scaffolding, lifts or decking is provided. The definition of OSHA compliant scaffolding, lifts or decking will be determined by the Business Manager and the Employer. Hazardous time will be paid at the minimum of one (1) hour.

ARTICLE IV **REFERRAL PROCEDURE**

SECTION 4.01 In the interest of maintaining an efficient system of production in the industry providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or nonmembership in the Union, the parties hereto agree to the following system of referral of applicants for employment:

SECTION 4.02 The Union shall be the sole and exclusive source of referrals of applicants for employment.

SECTION 4.03 The Employer shall have the right to reject any applicant for employment.

SECTION 4.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or nonmembership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

SECTION 4.05 The Union shall maintain a register of applicants for employment established on the basis of Groups as listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN

GROUP 1. All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least six months in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

GROUP 2. All applicants for employment who have four or more years' experience in the trade and who have passed a journeyman wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP 3. All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective

bargaining agreement.

GROUP 4. All applicants for employment who have worked at the trade for more than one year.

SECTION 4.06 If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and Holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure, but such applicants if hired, shall have the status of "temporary employees".

SECTION 4.07 The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such temporary employees and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

SECTION 4.08 "Normal Construction Labor Market" is defined to mean the following geographical areas plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured. Four (4) separate and distinct areas as set forth herein shall constitute the "Normal Construction Labor Market:"

AREA 1

Glacier, Toole, Pondera, Teton, Chouteau, Cascade and Judith Basin Counties in the State of Montana.

AREA 2

Hill, Liberty, Blaine, Phillips, and Valley Counties in the State of Montana.

AREA 3

Wheatland, Fergus and Petroleum Counties in the State of Montana.

AREA 4

Broadwater, Lewis and Clark, and Meagher Counties in the State of Montana.

The above geographical areas are agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies.

SECTION 4.09 Resident means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intentions of returning to this area as his permanent home.

SECTION 4.10 An "examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety days. An applicant shall be eligible for examination after he has four years experience at the trade.

SECTION 4.11 The Union shall maintain an "Out of Work List" which shall list applicants within each Group in chronological order of the dates they register their availability for employment.

SECTION 4.12 An applicant who is hired and who receives, through no fault of his own, work for forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

SECTION 4.13 Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group 1 in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group 2, then Group 3, and then Group 4. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

Section 4.14 REPEATED DISCHARGE: An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

SECTION 4.15 The only exceptions which shall be allowed in this order of referral are as follows:

(a) When the Employer states bonafide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b) If the age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority groups, if any, shall first be exhausted before such coverage reference can be made.

SECTION 4.16 An Appeals Committee is hereby established, composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be and a Public member appointed by both these members.

SECTION 4.17 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

SECTION 4.18 A representative of the Employer or the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

SECTION 4.19 A copy of the Referral Procedure set forth in this Addendum shall be posted on the Bulletin Board of the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

SECTION 4.20 Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

ARTICLE V **APPRENTICESHIP**

The Montana Statewide Apprenticeship and Training Agreement entered into between the Montana Chapter of NECA, and IBEW Local Union(s) number 532, 233 and 768 as approved by the International President on July 14, 1989, shall govern all matters of apprenticeship and training, and the financing thereof. The contribution rate is set in the Montana Statewide Apprenticeship and Training Agreement. Apprentices' wages and ratio of Apprentice to Journeymen are specified in the Statewide Apprenticeship and Training Agreement.

ARTICLE VI - FRINGE BENEFITS

SECTION 6.00 When the Union is notified or aware that an employer is two or more months delinquent on the payments of any fringe benefits, and the grievance procedure has been complied with, the Union will:

1. Notify the employer in writing by hand delivery or certified mail that he has five working days to furnish proof to the Union and NECA that they have become current.
2. Copies of this notice will be given to all affected employees.
3. If proof of back payment is not furnished within five days, the Business Manager will remove the men from the Employer until proof is furnished.

N.E.B.F.

SECTION 6.01 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (“NEBF”), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF’s designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

FAMILY HEALTH INSURANCE

SECTION 6.02 Each Employer shall contribute to the Eighth District Electrical Benefit Fund or any successor plan or any plan agreed to and negotiated by the parties to this agreement (the “Fund”) the sum of \$5.40 for each hour worked by each employee of the Employer performing work covered by this Agreement. Employer contributions and accompanying payroll reports will be forwarded monthly to such depository and on such forms as the Fund shall designate. Employer contributions and reports shall be delinquent if not received by the 15th day of each month.

Employer and Union adopt and agree to be bound by all the terms and provisions of the Merger Agreement And Declaration Of Trust Of The Eighth District Electrical Benefit Fund, as amended (the “Trust Agreement”) and all Rules and Regulations of the Benefit Plan and other actions adopted or taken by the Board of Trustees of the fund pursuant to the powers granted to the Board of Trustees by the Trust Agreement.

Employer designates and appoints as its representatives on the Board of Trustees of the Fund, the Employer Trustees appointed in the manner provided in the Trust Agreement. Union designates and appoints as its representatives on the Board of Trustees of the Fund, the Union Trustees appointed in the manner provided in the trust Agreement.

Any increase or decrease change to the Eighth District Electrical Benefit Fund during the term of this agreement, will be adjusted in the following manner:

70% will be adjusted from employee’s hourly wage and 30% from the Employer. The Employer shall agree to an amendment in order to effectuate any required increase or decrease of contribution.

The failure of any individual Employer to comply with the applicable provisions of the Trust Agreement shall also constitute a material breach of this Agreement.

JOURNEYMAN UPGRADE TRAINING FUND

SECTION 6.03 Each employer shall forward a contribution of \$.05 per hour for all hours worked by each employee for the Local 233 Journeyman Upgrade Training Fund. This contribution shall be in addition to any other contributions required to be paid by Employers to the Montana Statewide Apprenticeship Fund.

EIGHTH DISTRICT ELECTRICAL PENSION FUND

SECTION 6.04 Each Employer shall contribute to the Eighth District Electrical Pension Fund (the “Fund”) the sum of \$2.90 for each hour worked by each employee of the Employer performing work covered by this Agreement, except as follows:

For apprentices indentured after August 1, 2011, contributions will be paid on the following schedule:

0-2000 Hours – No contribution

2000-5000 Hours – 60% of the full contribution rate

5000-8000 Hours – 80% of the full contribution rate

Employer contributions and accompanying payroll reports will be forwarded monthly to such depository and on such forms as the Fund shall designate. Employer contributions and reports shall be delinquent if not received by the 15th day of each month.

Employer and Union adopt and agree to be bound by all the terms and provisions of the Second Amended and Restated Agreement and Declaration of Trust of The Eighth District Electrical Pension Fund, as amended (the “Trust Agreement”) and all Rules and Regulations of the Pension Plan and other actions adopted or taken by the Board of Trustees of the Fund pursuant to the powers granted to the Board of Trustees by the Trust Agreement. Employer designates and appoints as its representatives on the Board of Trustees of the Fund, the Employer Trustees appointed in the manner provided in the Trust Agreement. Union designates and appoints as its representatives on the Board of Trustees of the Fund, the Union Trustees appointed in the manner provided in the Trust Agreement.

The failure of any individual Employer to comply with the applicable provisions of the Trust Agreement shall also constitute a material breach of this Agreement.

EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN

SECTION 6.05 (a) Each Employer shall contribute to the Eighth District Electrical Pension Fund Annuity Plan (the “Fund”) the sum of \$1.35 for each hour worked by each employee of the Employer performing work covered by this Agreement, except as follows:

For apprentices indentured after August 1, 2011, contributions will be paid on the following schedule:

0-2000 Hours – No contribution

2000-5000 Hours – 60% of the full contribution rate

5000-8000 Hours – 80% of the full contribution rate

Employer contributions and accompanying payroll reports will be forwarded monthly to such depository and on such forms as the Fund shall designate. Employer contributions and reports shall be delinquent if not received by the 15th of each month.

Employer and Union adopt and agree to be bound by all terms and provisions of the Second Amended and Restated Agreement and Declaration of Trust of the Eighth District Electrical Pension Fund, as amended (the “Trust Agreement”) and all Rules and Regulations of the Annuity Plan and other actions adopted or taken by the Board of Trustees of the Fund pursuant to the powers granted to the Board of Trustees by the Trust Agreement.

Employer designates and appoints as its representatives on the Board of Trustees of the Fund, the Employer Trustees appointed in the manner provided in the Trust Agreement. Union designates and appoints as its representatives on the Board of Trustees of the Fund, the Union Trustees appointed in the manner provided in the Trust Agreement.

The failure of any individual Employer to comply with the applicable provisions of the Trust Agreement shall also constitute a material breach of this Agreement.

(b) Employees performing work covered by this Agreement who are participants in the Eighth District Electrical Pension Fund Annuity Plan (“Fund”) may elect to participate in Fund’s 401 (k) Salary Reduction Program (the “Program”) by signing and delivering to the Employer and Fund Administrator an Elective Deferral Authorization (“Authorization”) form approved by the Fund. Employer shall reduce and withhold from the employee’s salary the amount per hour and during the payroll periods specified by the employee in the

Authorization. The Authorization and any written modified Authorization shall be delivered to the Employer and Fund Administrator at least 15 days prior to the beginning of the specified payroll period. Employer shall remit and pay to the Fund or its designated depository the total of all reduced salary withheld pursuant to such Authorization on or before the 15th day of the calendar month after the calendar month in which such reduced salary was withheld. Employer's payments shall be accompanied by such reporting forms as the Fund shall designate. Employer's payments and reports shall be delinquent if not received by the Fund by the 15th of each calendar month.

Any written modified Authorization will be accepted quarterly with a minimum of 30 days for notification before March 1st of each year. An employee may stop the contribution to (the "Program") quarterly for emergency or financial hardship.

ARTICLE VII - INDUSTRY FUND

SECTION 7.01 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

(1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man-hours.

(2) One hundred percent (100%) of all productive Electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter during any one calendar year.

(Productive Electrical Payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE VIII

ADMINISTRATIVE MAINTENANCE FUND

SECTION 8.01 All Employers signatory to this labor agreement with the Montana Chapter, N.E.C.A. designated as their collective bargaining agent shall contribute the sum of 3/4 of 1% of gross labor payroll to the Administrative Maintenance Fund for each hour worked by each employee covered by this Agreement. The monies are for the purpose of administration of the Collective Bargaining Agreement, grievance handling, and all other management duties and responsibilities pursuant to this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the labor agreement by the 15th of the month. This fund shall be administered solely by the Chapter and will not be used to the detriment of the Local Union or the I.B.E.W. Enforcement for delinquent payments to this fund shall be the sole responsibility of the fund.

ARTICLE IX

SECTION 9.01 All subsequent Letters of Understanding or other documents pursuant to this Agreement and agreed on from time to time by and between the parties (Local 233, IBEW and MT Chapter, N.E.C.A., Inc.) Hereto, effecting concessions to the terms or conditions on work covered by this Agreement and any effects of concessions thereof will be made available only to an Employer that is signatory by a Letter of Assent "A" to this Agreement, and who holds no vested interest either corporate or individual in any other entity that is in conflict with this Agreement or that is in difficulty with the I.B.E.W. or its Local Union.

SECTION 9.02 The implementation of this Article and/or any effect thereof, shall not be considered a violation of Article II, Section 2.21 (Favored Nations Clause) of the current labor Agreement.

SECTION 9.03 It will be the sole responsibility of such qualified Employer to make themselves aware of such letters or documents as referred to above. Any information or application to effectuate such agreements will be made available only on a specified request by, and only to, an Employer meeting the requirements spelled out above.

ARTICLE X

SECTION 10.01 There shall be no subletting of work, dividing or multiple contracting on jobs or portions of jobs as defined by and as coming under the scope of or common financing of a singular project for the purpose of circumventing the intent of this Agreement or the dollar amounts herein.

ARTICLE XI

SECTION 11.01. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XII

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

SECTION 12.01 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. '175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. '186(c)(9). The purposes of this Fund include the following:

- (1) improve communication between representatives of labor and management;
- (2) provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- (3) assist workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) encourage and support the initiation and operation of similarly constituted local labor management cooperation committees;
- (7) engage in public research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) enhance the involvement of workers in making decisions that affect their working lives; and
- (10) engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

SECTION 12.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

SECTION 12.03 Each Employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Montana Chapter, N.E.C.A., or its designee, shall be the collection agent for this Fund.

SECTION 12.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

SECTION 13.01. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- (1) to improve communications between representatives of Labor and Management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- (6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- (9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

SECTION 13.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

SECTION 13.03. Each employer shall contribute _____. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Montana Chapter, NECA, or its designee, shall be the collection agent for this Fund.

SECTION 13.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty

dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XIV
CODE OF EXCELLENCE

Section 14. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XV

When an IBEW International or District agreement references sections of this agreement, then all sections relating to monetary amounts, travel, daily subsistence, administrative funds, drug & alcohol testing will apply.

SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

SIGNED FOR MONTANA CHAPTER, NECA;

SIGNED FOR LOCAL 233, IBEW;

Bill Bentley – Chapter Manager

Keith Allen – Business Manager