

RESIDENTIAL AGREEMENT BETWEEN

MONTANA CHAPTER
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION

AND

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL 233

JUNE 1, 2021– MAY 31, 2024

RESIDENTIAL AGREEMENT

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Agreement by and between Montana Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 233, IBEW. 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 "employer" shall mean Montana Chapter of the National Electrical Contractors Association and the term "Union" shall mean Local Union No. 233, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

TYPE OF WORK COVERED BY THIS AGREEMENT

It is mutually agreed that the provisions of this Agreement shall apply to all projects involving the construction, alteration, or repair of single-family houses or apartment buildings consisting of no more than eight living units in a single structure. This includes all incidental items including but not limited to telecommunications, networking, site work and parking areas. This also applies to residential farm and ranch garages, outbuildings, and other structures, when no portions of, or additions to said structures, are maintained or intended for commercial use. Owners can work with the tools in accordance with this agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in increasing the organized marketshare of the Residential 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 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 EFFECTIVE DATE

This Agreement shall take effect June 1, 2021, and shall remain in effect until May 31, 2024, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from through 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 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 change 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 IBEW 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 Employer. 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 representatives.

SECTION 1.06 All grievances or questions in dispute shall be adjusted by the duly authorized representative 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. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

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 matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

SECTION 1.10 Grievances must be filed within fifteen (15) working days of alleged violation.

ARTICLE II - EMPLOYER RIGHTS/UNION RIGHTS

SECTION 2.01 Certain qualifications, knowledge, experience, and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a place of business and a suitable financial status to meet payroll requirements. The employer will inform the Union which employees have any kind of partnership and/or ownership interest in the company.

SECTION 2.02 MANAGEMENT RIGHTS

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, directing 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.

SECTION 2.03 REFERRED EMPLOYEES

- (a) Only employees hired in accordance with Article IV – Hiring Procedure are allowed to work under this Agreement. Employees that have been referred out in accordance with a different Agreement are ineligible to work under this agreement.

Exception 1: When a nonunion contractor first becomes signatory to this agreement, all properly licensed employees can work under this Agreement and any applicable IBEW 233 – Montana Chapter NECA Inside Agreements.

Exception 2: When a union contractor that is signatory to an IBEW-NECA Inside Agreement becomes signatory to this agreement, owners can work with the tools under this Agreement.

Exception 3: Employees already employed under an IBEW 233 – MT Chapter NECA Inside Agreement must notify the union and employer they voluntarily wish to work under this agreement; these employees cannot be ordered to do so by the employer.

(b) 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 2.04 WORKERS' COMPENSATION INSURANCE

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 2.05 UNION RECOGNITION (a) The Employer recognizes the Union as the sole and exclusive NLRA Section 9(a) representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

(b) 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 IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

SECTION 2.06 WORK PRESERVATION (a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity including a joint venture, wherein the Employer, through its officers, directors, partners, or stockholders, exercises either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such 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 covering the procedure for the handling of grievances and the final and binding resolution of disputes.

(b) As a remedy for violations of this Section, the Labor-Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry, and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

(c) If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

SECTION 2.07 NON-RESIDENT EMPLOYEES

An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW 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 of 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 IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

SECTION 2.08 FAVORED NATIONS

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 2.09 No applicant or employee while he remains subject to employment by Employers operating under this Agreement shall be recognized as a contractor for the performance of any electrical work.

SECTION 2.10 Electricians shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

SECTION 2.11 The Union reserves the right to discipline its members for violation of its laws, rules, and agreements.

SECTION 2.12 STEWARDS - FOREMEN

(a) The Union has the right to appoint Stewards at any shop and/or any job where workers are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours, without loss of pay, to see that the terms and conditions of this Agreement are observed at the shop or on the job. No Steward shall be discriminated against by any Employer because of his/her performance of duties as Steward, nor shall any Steward be terminated in any way until the employer and Business Manager have discussed the situation.

(b) On all jobs requiring five (5) Journeymen, one (1) shall be designated as Foreman by the Employer. All Foreman 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.

SECTION 2.13 UNION JOB ACCESS

- (a) A representative of the Union shall be allowed access to any shop or job where workers are employed under the terms of this Agreement.
- (b) 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.

SECTION 2.14 PICKET LANGUAGE

- (a) 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.
- (b) 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 2.15 There shall be no limit on production of workers or restriction on the safe use of proper tools or equipment, and there shall be no task work or piecework. Off-site pre-fabrication of conduit, boxes, motor controls, switchgear, and other relevant equipment performed by the Employer shall also be done by workers covered by this Agreement. Pre-fabricated electrical equipment/material provided by vendors shall be installed by workers covered by this Agreement.

SECTION 2.16 TOOL LIST Employees shall provide themselves with the following tools:

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"
Sheetrock Saw	Two Channel lock pliers 1" min. capacity 2" max. capacity	Voltage Tester - AC/DC solenoid type Wiggins or equivalent	Pliers (1 each) Cutting, Diagonal & Long-nose	Screw Drivers (1 each) large & small straight blade / Phillips / Square
Employer shall provide saws/blades for hacksaws/utility knives				

SECTION 2.17 The Employer shall furnish all other necessary tools or equipment including cordless drills, power tools, ladders, extension cords, conduit benders, etc. 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. The cost of replacement will be shared equally between the Employer and employee. Tools must be taken out and put away during working hours.

SECTION 2.18 UNION SECURITY

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 2.19 ANNULMENT/SUBCONTRACTING

The Local Union is a 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 IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his 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 IBEW 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 provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

SECTION 2.20 No employee under this section shall travel during regular working hours from job to job on his own time or his own vehicle or carry Employer's tools or materials in his own vehicle. In no case shall a workman use his car, motorcycle or other vehicle during regular working hours for the benefit of the Employer. Except for owners, no workman or employee shall lease or rent vehicles, equipment or tools to any Employer signatory to this Agreement. Employees will furnish their own transportation and travel on their own time reporting to the shop or job. Employees shall be required to report only to the shop or one (1) job per day unless they are provided with company owned transportation.

ARTICLE III - HOURS/WAGES/WORKING CONDITIONS

SECTION 3.01(a) Monday through Sunday shall constitute the work week. 0-40 hours shall be paid at the straight time rate of pay. Over 40 hours per week shall be paid at time and one-half. All work performed on the holidays matching the Inside Agreements where the work is being performed or days celebrated as such, shall be paid at two (2) times the regular straight time rate of pay.

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.

(b) Employees will be permitted break periods on the job under the following conditions:

1. One 30 minute lunch period for each shift.
2. Two ten minute break periods for each shift.

SECTION 3.02 No work shall be performed on Labor Day except in case of emergency.

SECTION 3.03 When workers are directed to report to the job, such workers shall be on the job ready to commence work at the regular starting time. All tools and material shall be stored and put away before quitting time.

SECTION 3.04 PAYDAY

(a) All Employers shall pay by regular company checks or shall pay with cash, and shall indicate by check stub or statement the amount paid for regular time, overtime, travel or subsistence. Paychecks shall be cashable with a local branch of a financial institution, or suitable free paycheck cashing means shall be made available by the employer. 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, 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.

SECTION 3.05 CLASSIFICATIONS & WAGES

(a) The minimum hourly rate of wages shall be as follows:

Effective 6-1-2021 the journeyman rate of wages is \$22.63

Effective 6-1-2022 a wage/benefit increase of \$0.73

Wage opener for contract year 2023

FOREMAN 15% ABOVE RESIDENTIAL WIREMAN RATE

SUB - FOREMAN 8% ABOVE RESIDENTIAL WIREMAN RATE

INSIDE WIREMAN APPRENTICE

Period of Apprenticeship	% of Journeyman Wage
1	45%
2	50%
3	60%
4	70%
5	80%
6	90%

RESIDENTIAL APPRENTICE

Period of Apprenticeship	% of Journeyman Wage
1	50%
2	60%
3	75%
4	90%
5	100%

SECTION 3.06 FRINGE BENEFITS SUMMARY

(b) In addition to the above hourly rates:

1. NEBF 3% of gross labor payroll (6.02)
2. Family Health Insurance (6.03)
3. 8th District Electrical Pension Fund (6.04)
4. 8th District Electrical Annuity Plan (6.05)
5. JATC 2.5% of gross pay (Article V)
6. Training Fund \$.05 cents per hour worked (6.06)
7. LLMCC (Article VIII)
8. NLMCC 1 cent per hour worked (Article IX)
9. NEIF or Administrative Maintenance Fund (Article VII)

SECTION 3.07 TRAVEL TIME & MILEAGE

(a) No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of this agreement when workers are ordered to report on the job.

(b) The Employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union. When required to be away from home overnight, the Employer shall furnish transportation, traveling time, room and board and all other necessary expenses.

(c) When an employee is required to drive their own vehicle to a job located more than 30 miles from their residence they shall be paid a Travel Allowance equal to the Federal Government mileage reimbursement for that year, per road mile, each way per day.

SECTION 3.08 UNION DUES DEDUCTION

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 3.09 LAYOFF PAY

Any employee reporting for work and being laid off, not having been notified at least 24-hours before such layoff, shall receive not less than two hour's wages in order to gather his tools and personal belongings and shall 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.

SECTION 3.10 SHIFT WORK

When so elected by the contractor, 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 A.M. and 4:30 P.M.

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 P.M. and 12:30 A.M. 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 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes 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 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.

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 interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership 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 referral 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 non-membership 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 the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

RESIDENTIAL WIREMAN

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

GROUP III All applicants for employment who have two or more years' experience in the trade.

SECTION 4.06 If the registration list is exhausted and the Local 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 area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

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.

AREA 5

Silver Bow, Beaverhead, Jefferson, Madison, Deer Lodge, Powell and Granite Counties in the State of Montana.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the 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 intention 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 (90) days. An applicant shall be eligible for examination if he has two years' experience in the trade.

SECTION 4.11 Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section 4.05 above shall be referred to the Residential Training and Apprenticeship Subcommittee for their consideration as an Apprentice.

SECTION 4.12 The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

SECTION 4.13 An applicant who is hired and who receives, through no fault of his own, work of forty-hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

SECTION 4.14(a) 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 I 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 II, and then Group III. 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.

REPEATED DISCHARGE:

SECTION 4.14(b) 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 two weeks, 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 exception which shall be allowed in this order of referral is when the Employer states bona fide 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.

SECTION 4.16 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or 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 Agreement shall be posted on the Bulletin Board in 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 Montana Chapter 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.

SECTION 6.01 An Inside Apprentice working under this Agreement will have benefits paid in accordance with the Inside Agreement in the area they are working in.

SECTION 6.02 NEBF

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, 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 this Agreement.

SECTION 6.03 FAMILY HEALTH INSURANCE

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 following for each hour worked by each employee of the Employer performing work covered by this Agreement:

Effective June 1, 2021:

1. Seven dollars thirty cents (\$7.30) base contribution and Effective June 1, 2022, Seven dollars sixty cents (7.60) required by the Fund.
2. An additional \$.10 per hour for the Short-term disability plan.
3. An additional \$.75 per hour for the Personal Care Account (PCA) established by the Fund.

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.

Owners can be exempted from paying into this Family Health Insurance by notifying IBEW 233 and Montana Chapter NECA as to which owners will be exempted. When an exempted owner chooses to participate in the Family Health Insurance they cannot become exempted again.

SECTION 6.04 EIGHTH DISTRICT ELECTRICAL PENSION FUND

Each Employer shall contribute to the Eighth District Electrical Pension Fund (the "Fund") the sum effective \$1.70 effective June 1, 2021, 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 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.

SECTION 6.05 EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN

(a) Each Employer shall contribute to the Eighth District Electrical Pension Fund Annuity Plan (the "Fund") the sum of \$0.50 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 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 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 monthly with a minimum of 30 days for notification. An employee may stop the contribution to (the "Program") monthly for emergency or financial hardship.

SECTION 6.06 JOURNEYMAN UPGRADE TRAINING FUND

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.

SECTION 6.07 FRINGE BENEFIT REMEDIES

(a) The failure of an individual Employer to comply with the provisions of Sections 6.00 through 6.06 shall also constitute a breach of this labor agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contribution to such funds which have resulted from the violation.

(b) If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with Subsection (a) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus costs of the litigation which have resulted from the bringing of such court action.

ARTICLE VII **NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)**

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 manhours 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 area 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.

SECTION 7.02 ADMINISTRATIVE MAINTENANCE FUND

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 0.75% 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 VIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

SECTION 8.01 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 8.02 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 8.03 Each employer shall contribute zero cents per hour. 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 Chapter, NECA, or its designee, shall be the collection agent for this Fund.

SECTION 8.04 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 IX

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

SECTION 9.01 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) to improve communication 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 organization effectiveness; 3) to assist worker 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 the industry; 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees; 7) 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; 8) to engage in public education and other programs to expand the economic development of the electrical construction industry; 9) to enhance the involvement of workers in making decisions that affect their working lives; and 10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

SECTION 9.02 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 9.03 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. Montana Chapter, NECA, or its designee, shall be the collection agent for this Fund.

SECTION 9.04 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 X - EMPLOYER'S RESPONSIBILITY FOR SAFETY

SECTION 10.01 The Employer shall practice safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act, or other applicable federal or state laws. Such rules and the other safety rules provided in this Article are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

SECTION 10.02 Two Journeymen shall work together on all energized circuits of voltages higher than 240 volts.

SECTION 10.03 No employees shall be compelled to use a powder-actuated tool. Only qualified employees shall be permitted to use powder-actuated tools.

SECTION 10.04 The Employer shall furnish all safety equipment, including hard hats and steel-toed shoes when such are required and shall also furnish proper individual protective gear to workers engaged in burning and welding operations. Hard hats must be either new or sterilized on each job and proper liners must be furnished for winter service. Employees required to work outside in rainy weather shall be furnished adequate raingear.

ARTICLE XI - SUBSTANCE ABUSE

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.

CODE OF EXCELLENCE

SECTION 12.01 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 required by the IBEW and NECA.

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.

GENDER LANGUAGE

Whenever the male gender is used in this Agreement, the female gender is also intended.

SUBJECT TO THE APPROVAL OF THE IBEW INTERNATIONAL PRESIDENT

SIGNED FOR MONTANA CHAPTER, NECA;

SIGNED FOR LOCAL 233, I.B.E.W.;

Bill Bentley
Manager

Jackie McBroom
Business Manager

June 1, 2021

June 1, 2021