

**INSIDE AGREEMENT BETWEEN**

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

**BUTTE**

**June 2021- May 2024**

**AND**

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

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Agreement by and between, Montana Chapter N.E.C.A., Butte 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, 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 June 1st through June 1st 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 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 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 as 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.

**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.

## **ARTICLE II**

**SECTION 2.01:** (a) Members of the Union, except those meeting the requirements of Employer, as defined herein, shall not contract for any electrical work for pay or barter (exchange of 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 the Agreement, shall himself become a contractor for the performance of any electrical work. Charity work approved by a representative of the Employer and the Business Manager of the Union will be permitted.

(b) 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 2.02:** Employers desiring to become signatory to the Agreement or amendments, hereto, for the purpose of employing members of the I.B.E.W. shall furnish proof of qualifications required under Article II, Section 3 of this Agreement to the Local Union. Employers not having such qualifications shall, as a condition of qualification, employ a person having a Montana Masters License to act as Foreman.

**SECTION 2.03:** 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 suitable financial status to meet the 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 this Agreement with I.B.E.W. Local 233 shall furnish proof of incorporation with the State of Montana and comply with all other conditions in the Agreement.

**SECTION 2.04:** (a) To qualify as an Employer, a firm must have full time Managerial capacity of at least one person qualified by virtue of experience and knowledge to manage the Electrical Construction department and meet requirements of Article II, Section 3. On all jobs any Contractor, Owner, Stockholder, Corporate Officer or Director of a Firm may work with the tools. 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. The Firm of such working member shall contribute (for such working member) to all Trusts and Funds as applicable in the Agreement. This also applies to Article II, Section 2.

(b) 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:** For all employees covered by this Agreement, the Employer shall carry Worker's Compensation with a company authorized to do business in this state, Social Security and such other protective insurance 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 Montana Unemployment Compensation Commission.

**SECTION 2.06:** The Union reserves the right to discipline its members for violation of its laws, rules and Agreement. Any charges set against a contractor shall be heard by the Board aforementioned in Article I.

**SECTION 2.07:** 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 representative decide to do so, but no removal shall take place until notice is first given to the Employer involved.

**SECTION 2.08:** When such a removal takes place, 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 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.

The Employer recognized the right of the Union to appoint a Steward or Stewards at any shop or job where workmen are employed under the terms of this Agreement. Such steward shall be allowed sufficient time during regular working hours to see that the provisions of the Agreement are observed at this shop or job.

The Union will notify the Employer in writing of the appointment of a Steward.

A Steward shall not be discharged or discriminated against because of the performance of the duties of a Steward. He shall be the last Journeyman other than the contractors normal shop crew to be terminated, except that he may be discharged for just cause, the same as applying to other employees coming under this Agreement, provided the Business Manager is immediately notified of the discharge and the reasons therefore. "Normal Shop Crew" is defined as those employees on the Employer's payroll prior to the start of the job in reference.

**SECTION 2.09:** (a) 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 I.B.E.W., other than violations of paragraph (b) 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.

(b) 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.

(c) All charges or violation of paragraph (b) 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.

**SECTION 2.10:** (a) The Employer shall forward to the Business Manager within forty-eight (48) hours of any loss-time accident, a legible copy of the Employer's first report of injury.

(b) In the event of a fatal injury, the Employer shall immediately inform the Business Manager by telephone. Any cost incurred to the Employer with regards to Section 10(a) and (b) will be absorbed by the Union.

**SECTION 2.11:** All serious accidents shall be investigated by the Local Union Business Manager or such persons as he may designate. Should circumstances justify, the Vice President of the International Brotherhood of Electrical Workers may direct an investigation and/or request the services of the Safety Director. Such accident investigation shall be conducted in conjunction with management's investigation. The Union alone will assume any and all financial obligation incurred in the enactment of the Section.

**SECTION 2.12:** 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 2.13:** 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 from and after the eighth day following the date of their employment, or the effective date of this Agreement, whichever is later.

**SECTION 2.14:** 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 2.15:** Should any provisions 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.

**SECTION 2.16: Subcontracting**

In the interest of providing an avenue for an electrical contractor signatory to a Letter of Assent A to the Butte Inside Agreement to subcontract electrical work to another electrical contractor, also signatory to a Letter of Assent A, this language has been adopted. The following provisions must be strictly adhered to before work begins.

1. The Business Manager or his duly authorized representative must be notified immediately of the intent to subcontract. The Business Manager or representative must respond before close of business within two days of being notified if they have any questions or objections.

2. Company names, addresses and a written detailed description of the work or type of work to be performed by the subcontractor will be provided to the Union.

3. Name and address of the place where the work is to be performed will be provided to the Union.

4. Subcontractors must provide their own trucks and/or site specific toolboxes and tools.

5. All payroll to the employees will be done through their respective employers. This includes overtime, mileage, subsistence and benefits.

6. There will be **NO** loaning of employees from one company to another company. They may intermingle

on the job but will do their own scope of the work.

Any violation of any provision of this language will be considered a material breach of this agreement and will be dealt with by the grievance procedure of this agreement.

**SECTION 2.17:** Grievances must be filed within ten working days of alleged violation and a response must be given within ten working days. 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.

**SECTION 2.18:** 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 2.19:** 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 - WAGE PAYMENT - APPRENTICES - WORKING CONDITIONS**

**SECTION 3.01:** Eight (8) hours shall constitute a day's work between the hours of 8:00 am and Noon, with one-half hour 12:00 to 12:30 pm lunch period, in which case quitting time shall be 4:30 pm. Thirty-six (36) hours within four and one half days, Monday through one-half day Friday - 8:00 am to 12:00 Noon inclusive, shall constitute the work day.

(a) This workday may be varied by no more than two (2) hours by mutual agreement between the Union and the Employer.

(b) Exception: 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 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 at the straight time rate of pay plus twenty percent (20%) for all hours worked, so long as no other shift is established.

#### **Exceptions for 4-10 schedule**

(a) 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. When this schedule is worked where subsistence is paid in accordance with Section 3.07(d), subsistence shall be paid for five (5) days.

(b) 4-10 schedule exception: In order to retain customers and increase market share, on electrical jobs of \$50,000 and less, the employer may designate up to two (2) employees to work a Tuesday-Friday schedule. Said employees must have provided written notice on a form furnished by IBEW 233 to the Employer and Union they voluntarily want to work a Tuesday through Friday schedule. Either the employee or Employer must give two calendar weeks notice to each other and the Union when they want to rescind the opportunity to work this Tuesday through Friday alternate 4-10 schedule.

For clarification, the following also applies:

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 (Monday-Thursday and the alternate 4-10 schedule of Tuesday-Friday) or 5-8's (Monday-Friday) 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 (Monday-Friday) or 4-10 (Monday-Thursday and the alternate 4-10 schedule of Tuesday-Friday) 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 (Monday-Friday) or 4-10 (Monday-Thursday and the alternate 4-10 schedule of Tuesday-Friday) must be worked for a week at a time and switching between the two schedules is not permitted during a week.

#### **4-10's Subsistence**

If an individual works the 4-10s they get 5 days subsistence for that week. If they work less than four days they only get subsistence for the days worked. If they work more than 4 days they get subsistence for the days worked. Section 3.06 (d)

#### **4-10's Hot Meals**

Employees required to work more than ten (10) hours shall be furnished a hot meal by their Employer, with reasonable time to eat on his own time, or opportunity to obtain same on company time, and at every four (4) hour intervals thereafter when on continuous overtime. Section 3.02

#### **4-10's Overtime**

The following overtime rates apply except for projects over \$275,000 where all overtime is double-time:

Monday - Thursday - Double (X2) the regular straight time rate will be paid for all hours in excess of the ten hour workday.

Friday - Time and one half (X1½) the regular straight time rate up to eight (8) hours between 8:00 am and 4:30 pm. Double (X2) the regular straight time rate for all time over eight (8) hours.

Saturday & Sunday - Double (X2) the straight time rate of pay. Section 3.02

#### **4-10's Payday**

Wages shall be paid weekly not later than two (2) hours prior to quitting time on Thursday when working 4-10's. Section 3.10

**SECTION 3.02:** All work performed outside of the regularly scheduled working hours and Saturdays, Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, or days celebrated as such, shall be paid for at double the regular straight time rate of pay. The hours on Friday between 12:30 pm and 4:30 pm shall be paid at one and one-half (1½) the regular straight time rate of pay. When a holiday falls on Sunday, Monday will be observed. When a holiday falls on Saturday, Friday will be observed.

When job requirements, general contractor, or owner mandate a forty-hour week, and with prior notification and agreement with Local Union 233 I.B.E.W., the regular straight time rate of pay shall apply for those remaining four hours.

Employees required to work more than two (2) hours overtime immediately following their regular shift, with the exception of Friday, 12:30 pm to 4:30 pm, shall be furnished a hot meal by their Employer, with reasonable time to eat on his own time, or opportunity to obtain same on company time, and at every four (4) hour intervals thereafter when on continuous overtime.

3.02(b) 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 employee.

**EXCEPTION:** An established overtime rate of time and one half the regular straight time rate of pay will be allowed immediately following the regular shift until 8:00 pm Monday through Friday and eight (8) hours between 8:00 am and 4:30 pm and on scheduled Saturdays inclusive on jobs where the Electrical Contract is less than two hundred & seventy-five thousand dollars (\$275,000). All other items, the current rate of double the straight time rate of pay for overtime will continue.

**SECTION 3.03:** No work shall be performed on Labor Day except in case of an emergency and then only after

permission is granted by the Business Manager of the Union.

**SECTION 3.04:** The minimum hourly rate of wages shall be as follows:

Journeyman Wireman

Effective June 1, 2021 \$32.35

Effective June 1, 2022 wage increase \$1.10

Effective June 1, 2023 wage increase \$1.10

JOURNEYMAN TECHNICIAN                      100% OF JOURNEYMAN WIREMAN RATE

\*The split will be determined by IBEW 233 with a minimum notification of 30 days prior to the effective date.

General Foreman 18% per hour above Journeyman

Foreman 10% per hour above Journeyman

When an employee is required to (open flame or arc) cut and/or weld, he shall receive five percent (5%) above Journeyman rate of pay for actual time cutting or welding, with a minimum pay of one (1) hour. Certified welders will be paid a minimum of four (4) hours per day.

#### **APPRENTICE WIREMAN - TEN (10) PERIODS** **Apprentices indentured after August 1, 2011**

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

**SECTION 3.05:** No traveling time or travel allowance shall be required of the Employer before or after working hours for any workmen for traveling to or from the job located within ten (10) road miles by the shortest practical route of the main U.S. Post Office nearest the job when workmen are ordered to report on an electrical job less than \$30,000.00.

**SECTION 3.06:** The Butte main US Post Office (Dewey Blvd) shall be used as the measuring point for the purposes of mileage, travel allowance and subsistence in this section:

- (a) The Butte main US Post Office (Dewey Blvd) and/or Anaconda main US Post Office will be used when the total electrical contract on any job is at least \$30,000 but not more than \$50,000 and outside ten (10)

road miles of either post office.

- (b) The Butte main US Post Office (Dewey Blvd) will be used when the total electrical contract on any job is over \$50,000 and outside ten (10) road miles of the Butte Post Office.
- (c) On all jobs between ten (10) road miles and fifty-five (55) road miles from the Post Office, workmen shall receive a travel allowance of an amount equal to the current Federal Government mileage reimbursement rate, per road mile each way per day.
- (d) Effective June 1, 2023 on all jobs in excess of fifty-five (55) road miles from the Post Office, employees shall receive \$78.33 subsistence per day worked in lieu of a travel allowance, plus an amount equal to the current Federal Government mileage reimbursement rate, per road mile to the job on the first day of the job and per road mile on the return trip when the job is completed, he is terminated or changed to another job location.

Subsistence will increase June 1<sup>st</sup>, 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.

**Exception:** For jobs inside and surrounding the Big Sky area of Madison County the subsistence shall be \$120 per day. This area is generally accessed by U.S. Highway 191.

- (e) The employees will furnish their own transportation and travel on their own time reporting to the job and put in eight (8) hours on the job. The employees will be paid on the job or the Employer will pay time and furnish transportation for employees to go to the shop to get their pay.
- (f) When the employee is required to report to the shop or is moved 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.

**SECTION 3.07:** (a) All workmen required to work where gas masks or respirators are required or where work is performed from thirty (30) to sixty (60) feet above the ground or floor or over a pit or excavation, shall receive 25% premium above the regular rate of pay and over sixty (60) feet, at double the applicable rate of pay.

This shall not apply where OSHA compliant scaffolding, lifts or decking is provided. Thirty (30) and sixty (60) feet will be measured from the workmen's feet.

The definition of OSHA compliant scaffolding, lifts or decking will be determined by the Business Manager and the Employer.

(b) When workmen are required to wear an Auxiliary Breathing Apparatus, they will be paid at double (2) times the regular rate of pay.

**(c)** High and/or hazardous time shall be paid at the minimum of one (1) hour and thereafter each succeeding hour. If a combination of the above conditions should occur, each condition shall be paid for as prescribed in this paragraph.

When such-work is performed outside the regular scheduled working hours, workmen shall be paid three (3) times the regular straight time rate of pay.

**SECTION 3.08:** 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. Wages shall be paid weekly not later than two (2) hours prior to quitting time on Friday and not more than three (3) days wages may be withheld at any time. In the event said wages are not paid, waiting time at the regular rate shall be charged until payment is made. Any workman laid off or discharged by the Employer shall be paid all his wages immediately. In the event he is not paid off, waiting time at the regular rate shall be charged until payment is made. Waiting time not to exceed eight (8) hours in any twenty-four (24) hour period. Any paycheck deemed un-cashable or returned for insufficient funds shall be considered as non-payment of funds and waiting time shall apply from the date the employee was initially paid.

(a) 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. 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 a 14-day advance written notification between the employee and employer with notification copied to the Union.

**SECTION 3.09:** Any man reporting to work and being laid off that day shall receive not less than two (2) hours wages in order to gather his tools and personal belongings and shall be paid off in full immediately. In the event the employee is not paid off, waiting time at the regular rate shall be charged until payment is made. Waiting time not to exceed eight (8) hours in any 24 hour period.

**SECTION 3.10:** When men 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 (2) hours pay unless notified the night before.

**SECTION 3.11:** 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 I.B.E.W. 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 3.12:** 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 in which they were withheld.

**SECTION 3.13:** The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

**SECTION 3.14:** On any job of two (2) or more weeks in duration, the Employer shall see that there are obtainable or furnish adequate toilet facilities and suitable protective quarters for eating lunch, then the men shall eat their lunch on the job, if requested by the Employer.

**SECTION 3.15:** 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 3.16:** Where pipe cutting and threading machines are used, such work shall be operated by workmen employed under the terms of this Agreement.

Workmen employed under the terms of this Agreement shall do all electrical construction or erection work and all electrical installations. Additionally, incidental work such as welding, cutting, brazing, and drilling shall be done by workers covered by this Agreement. 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 3.17:** Workmen shall install all electrical work in a safe and workman-like manner and in accordance with applicable code and contract specifications.

**SECTION 3.18:** No workman shall use his automobile, motorcycle, or other vehicle in a manner considered by the Executive board of the Union to be unfair to other workmen or against the best interest of the Union.

**SECTION 3.19:** The following tools shall be furnished by the wiremen:

Knife	Pencil	Hammer	Small Level	Hacksaw Frame
Center Punch	Six foot ruler or tape measure 25' max	Two Channel Lock pliers	Small Chisel	Screw drivers not over 8 inches
Klien pliers	Long-nose pliers	1" minimum capacity 2" maximum capacity	Diagonal pliers	Voltage tester not to exceed 600 volts

**SECTION 3.20:** No employee shall be bonded for coverage of material used on his job. Violations shall be dealt with by the Executive Board.

**SECTION 3.21:** No electricians shall be permitted to do electrical work outside of a shop of business for any person, firm or corporation who is not a party to this Agreement, unless granted permission by the Business Manager.

**SECTION 3.22:** A Journeyman shall be required to make corrections in improper workmanship for which he is responsible for 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 Local Union representative of the workman who fails to adjust improper workmanship within seventy-two (72) hours, and the Local Union shall

assume responsibility for enforcement of this provision. All corrections shall be subject to the review of the Joint Conference Committee and their decision shall be final and binding.

**SECTION 3.23:** A termination slip will be required at all times regardless of the reason for the termination of the employee's time. Distribution of said termination slips will be: the original to be retained by the Employer, first copy will be turned over to the Local Union Business Manager, second copy to be turned over to subject employee being terminated. The Local Union will supply the termination slips to the Employer at no cost.

**SECTION 3.24:** When there is a job within the jurisdiction of this Agreement that will require six (6) or more Journeymen, there shall be a pre-job conference between the Employer or his representative and the Manager of the Montana Chapter, N.E.C.A. and the Business Manager of the Local Union 233, I.B.E.W. prior to the start of the job.

## **ARTICLE IV**

### **SHIFT WORK, FOREMAN RATIO & CREW MAKEUP**

**SECTION 4.01:** 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 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 (7½) 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 (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 (1½) 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.

**SECTION 4.02:** Benefits shall be paid for compensable hours for second and third shift.

**SECTION 4.03:** On all jobs requiring four or more Journeymen, one shall be designated as Foreman for the Employer. Said Foreman is to become a non-working Foreman when ten men are required on the job, all future Foremen on such job are to be also classed as non-working Foremen. Ten men to be the maximum for any one Foreman. The Employer shall appoint a General Foreman on any specified job that employs three or more Foremen and that General Foreman shall not work with the tools. Five Foremen shall be the maximum under any one General Foreman.

(a) On jobs having a Foreman, workmen are not to take directions or orders or accept the layout of any job from anyone except the Foreman.

(b) An apprentice that is being utilized in accordance with the apprenticeship ratio waiver shall be recognized as a journeyman for the purposes of Section 4.03.

**SECTION 4.04:** On all energized circuits or equipment carrying 400 volts or over, as a safety measure, two (2) or more Journeymen must work together. When work is done from a ladder more than fifteen (15) feet from the ground, two (2) Journeymen shall be required or one (1) Journeyman and one (1) Apprentice.

**SECTION 4.05:** On all jobs requiring five (5) or more men, every fifth Journeyman shall be at least fifty (50) years of age if available.

## **ARTICLE V**

### **APPRENTICESHIP AND TRAINING**

**SECTION 5.00** 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.

**SECTION 6.01: 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, 2023

1. Seven dollars and eighty cents (\$7.80) base contribution required by the Fund.
2. An additional \$.10 per hour for the Short-term disability plan.
3. An additional forty cents (\$0.49) 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.

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

Any contribution increase or decrease during the term of this agreement; will be adjusted in the following manner: 70% of the increase will come from the men's hourly wage, 30% from the Employer.

**SECTION 6.02: EIGHTH DISTRICT ELECTRICAL PENSION FUND**

Each Employer shall contribute to the Eighth District Electrical Pension Fund (the "Fund") the sums below 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

Effective June 1, 2023 the hourly amount increases to \$4.00 per hour.

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 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 representative 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 breach of this Agreement.

### **SECTION 6.03: 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 \$3.60 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 designated 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 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 15<sup>th</sup> 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 15<sup>th</sup> of each calendar month.

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

### **NATIONAL ELECTRICAL BENEFIT FUND (NEBF)**

**SECTION 6.04:** 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 National Employees Benefit Board, the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of his 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.

#### **SECTION 6.05: 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.

### **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:

(a) 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.

(b) 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 the Agreement on the part of the individual Employer.

### **ARTICLE VIII**

#### **NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE**

**SECTION 8.01:** 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 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 NLMCC, as provided in said Agreement and Declaration of Trust.

**SECTION 8.03:** 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 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 (\$20.00), 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 IX**

### **LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)**

**SECTION 9.01:** 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 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 LMCC, as provided in said Agreement and Declaration of Trust.

**SECTION 9.03:** 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 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 REFERRAL PROCEDURE**

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 10.01:** The Union shall be the sole and exclusive source of referral of applicants for employment.

**SECTION 10.02:** The Employer shall have the right to reject any applicant for employment.

**SECTION 10.03:** 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 10.04:** 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.

### **JOURNEYMAN WIREMAN - JOURNEYMAN TECHNICIAN**

**GROUP I.** 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 II.** 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 III.** 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 IV.** All applicants for employment who have worked at the trade for more than one year.

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".

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.

### **DEFINITIONS**

"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:

SILVER BOW, BEAVERHEAD, JEFFERSON, MADISON, DEER LODGE, POWELL AND GRANITE COUNTIES:

The above geographical area is 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 the Agreement applies.

**"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.

**"Examination"** 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 four years experience at the trade.

**SECTION 10.05:** 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 10.06:** An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

**SECTION 10.07:** 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, then Group III, and then Group IV. 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 the Group.

**SECTION 10.08** 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 10.09:** The only exceptions which shall be allowed in this order of referral are as follows:

(a) 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.

(b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, 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 overage reference can be made.

**SECTION 10.10:** 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.

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 Section 8.03 to 8.09 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 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 10.11:** A Representative of the Employer or of 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 10.12:** 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 10.13:** Apprentices shall be hired and transferred in accordance with apprenticeship provisions of this Agreement between the parties.

**SECTION 10.14:** When making reductions in the number of employees due to lack work, Employers shall use the following procedure:

(a) Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group, then those in Group II, and then those in Group I.

(b) Paragraph (a) will not apply as long as the special skill requirement provided for in Section 10.09 is required.

(c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriated Group in Paragraph (a) above.

## **ARTICLE XI - ADMINISTRATIVE MAINTENANCE FUND**

**SECTION 11.00:** All Employers signatory to this labor agreement with the Montana Chapter, N.E.C.A. designated as their collective bargaining agent shall contribute 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 XII**

**SECTION 12.00:** 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 XIII**

**SECTION 13.00:** 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 XIV**

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

National Electrical Contractors Association  
Montana Chapter – Butte Division

International Brotherhood of  
Electrical Workers Local Union 233

\_\_\_\_\_  
Bill Bentley  
Executive Manager

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Jackie McBroom  
Business Manager

June 1, 2021

June 1, 2021