

AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT, effective the 1st day of December, 2020, by and between Intralot, Inc. (hereinafter called the “employer” or “Employer”), and Local Union 233 of the International Brotherhood of Electrical Workers, AFL-CIO (hereinafter called the “union” or “bargaining unit”). It is understood that this Agreement is subject to the approval of the International Brotherhood of Electrical Workers even though they are not a party to this collective bargaining agreement.

Section 1.00 Term - This agreement shall remain in full force and effect until November 30, 2025. It shall be automatically renewed thereafter for one calendar year, unless either party notifies the other, in writing, at least ninety (90) days prior to November 30, 2025, that it desires to modify the agreement.

This agreement may be reopened at any time upon the mutual written consent of both parties. Reopening of the Agreement will be limited to those specific items agreed and outlined in writing by the parties prior to reopening the Agreement. 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 1.01 Impasses in Negotiations - Throughout negotiations each party shall make a maximum effort to resolve any and all impasse items that may arise. Whenever negotiations appear to be deadlocked, both parties jointly may request the assistance of the Federal Mediation and Conciliation Service (FMCS). If mediation is not successful, the parties may proceed accordingly after they conduct at least one additional negotiating session with people from both parties present that have the authority to approve any agreement. FMCS is to be a neutral party and any proceedings involving FMCS are not admissible in any proceedings of any kind.

Section 1.02 Recognition - Pursuant to the certification by the National Labor Relations Board in Case No. 19-RC-14918, the Employer recognizes the Union as the exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for all Intralot employees hired as Customer Service Technicians to staff Montana Sports Action and for all Intralot employees performing work as Customer Service Technicians and Field Support Technicians for which the IBEW was certified as the exclusive bargaining agent, and for purposes of collective bargaining. (Note: The

original TA'd section was changed to reflect our written agreement regarding the Montana Sports Action Game.)

Section 1.03 Union Security - 1. Each employee presently or hereafter employed under the terms of this Agreement shall, within thirty (30) days following the beginning of their initial employment with the Employer or their reemployment by the Employer, become a member of, and maintain membership in the Union; Employer will, upon a written demand from the Union, discharge any employee who fails to join or remain a member in good standing.

2. The Employer shall furnish the Union with the name and contact information of any new employee together with the hiring date of said employee within fourteen (14) days of the employment date.

Section 1.04 Strikes & Lockouts - During the life of this agreement, there shall be no strike, sympathy strike, honoring picket lines or their equivalent, by the Union, or lockout, or its equivalent, by the Employer. If problem(s) arise concerning work assignments relating to this clause, an employee's obligation is to follow through on work assignments and complete the work assigned. Nothing in this clause or the agreement requires an employee to risk physical injury as a result of a picket line in place. Should any difference arise between the Employer and the Union as to the meaning and the application of this Section or Agreement, the grievance procedure shall be used for adjustment and settlement of same. If discipline is meted out for an Employee's failure to complete his/her work assignment(s), the grievance procedure is available for the Employee to challenge the discipline imposed.

Section 1.05 Successors - This Agreement shall be binding, insofar as is consistent with rules of law, upon an employer's successors, assigns, purchasers, lessees or transferees, whether such succession, assignment or transfer be effected voluntarily or by operation of law; and, in the event of employer's merger or consolidation with another Employer or companies, this Agreement shall be binding to such extent upon the merged or consolidated Employer.

If the provisions of this section are invoked, all employees of the Employer covered by this Agreement shall receive credit for all service with the Employer for all purposes under each employee benefit plan, program, or arrangement in which such employees are eligible to participate, except to the extent that such credit would result in a duplication of benefits with respect to the same period of service.

Section 1.06 Probation - Employees shall have a probationary period of ninety (90) days from the date of employment or reemployment. During this period, the

employee may be terminated for any reason, with or without cause, and the employee(s) shall have no recourse against Employer.

Section 1.07 Dues Deduction - Upon receipt of a voluntary written authorization from the Employee, Employer agrees to deduct and forward to the Union dues from the pay of each IBEW member. Such amount shall be certified to the Employer by the Local Union and remitted to the Union by Employer by the 15th of the month following the month that dues were deducted. The Union will provide the dues remittance form to the Employer.

Section 1.08 Wages - The Employees shall receive an hourly rate set forth in the following table, on December 1 of the year so indicated;

2020	\$22.89
2021	\$23.74
2022	\$24.63
2023	\$25.55
2024	\$26.51

Wages may continue to be paid on a biweekly basis.

Section 1.09 Workweek and Workday - Workweek – The workweek shall be five (5) days as reflected in the attached schedule (with Saturdays kept to a minimum as best as can be achieved), with employer expressly authorized to cover, as needed, without breach of this clause, Saturday and Wednesday draw days.

Workday – The workday shall consist of:

1. An eight (8) hour shift between the hours of 7:00 am and 5:00 pm.
2. A half-hour (1/2) lunch period and two fifteen (15) minute rest periods to be taken when most practical during the workday.

(a) The lunch and rest periods can be combined if there is not an urgency to the work being performed.

3. Overtime – Any overtime must be approved in advance by Employer. All hours worked over an eight (8) hour shift will be paid at one and one-half times (1½) the straight time rate of pay.

(a) If requested by the Employee and agreed to by the Employer, overtime hours can be flexed to straight time to accomplish an earlier end to the weekly schedule.

4. Callouts (a) For any callouts on an official Intralot holiday, for an emergency situation which requires an employee to work outside **his/her** scheduled shifts, for any overtime work, and for any work required of an employee “on call”, the employee shall be paid one and one-half (1½) times his/her wage rate for all hours worked.

(b) If an employee isn't scheduled to work but is called by Intralot for a trouble call the employee has the right to turn down the callout if other means are available to Intralot to accomplish the work such as supervisory employees completing the work in accordance with the Independent Contractor provision of this agreement.

Section 1.10 Employee Health Benefits - Insurance is available for eligible employees through group policies, subject to the employee's eligibility under the terms of the policy, as it may be amended from time to time. Insurance for employees who choose to be covered for this benefit is effective the first day of the month following eligibility. Intralot agrees to pay 70% of the cost of this insurance, with the employee paying 30%. An employee may also add his/her dependents to this coverage. If an employee is currently paying less than 30% of the cost of this insurance, they will pay no greater percentage than they are currently paying. There shall be no less than 60-days notification to the employees and Union when the cost of the insurance changes. Intralot and IBEW 233 will discuss the changes.

Section 1.11 Non-Discrimination - The Union and the Employer agree that there shall be no discrimination against any person because of race, color, religion, creed, sex, age, physical or mental handicap, marital status, political beliefs, military service or national origin in the administration and application of this agreement.

There shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents against any employee:

- (a) Because of any lawful activities on behalf of the Union; or
- (b) Because of his or her membership in the Union.

Section 1.12 Bulletin Boards - The Intralot Union Employees shall be permitted to post the dates, times and places of Union meetings and information related to their membership on the bulletin boards located in operating areas or to the email address of the employees. The email system shall not be used to disparage the Employer and the Employer will not discipline employees for using the email system for legitimate Union purposes.

Section 1.13 Use of Company Vehicle - Employees covered by this Agreement are authorized to use company owned vehicles to travel to and from their work locations, and for all work activities directly related to, or incidental to, their work assignment; they are not entitled to use company vehicles for personal matters not related to or incidental to their work unless expressly approved by their direct supervisor in advance. Employees covered by this Agreement are required to use and maintain the company owned vehicle in an appropriate manner. Failure to do so may result in disciplinary action by Employer, to

include, in an appropriate case, termination. If an adverse decision is made in this regard then that action is grievable.

Section 1.14 Safety - The Union & Employer agree to cooperate in achieving increased productivity for the mutual benefit of all concerned through better utilization of equipment, manpower, and methods of work, and to ensure the health and safety of the public and employees by conducting and managing its operations in a manner as set out in Federal, State, and local laws and regulations and work requirements.

It is the policy of the Employer to provide employees a safe and healthy work environment in compliance with State and Federal laws and regulations. In doing so, it is the responsibility of the Employer to provide adequate personal protective equipment required by OSHA.

It is the responsibility of each employee to be safety and health conscious at all times, to perform work in a safe and healthy manner, and to comply with all safety and health policies, procedures, and regulations applicable to any specific work area. This includes the wearing of personal protective equipment, provided by the Employer, in the performance of duties.

All employees are encouraged to make recommendations in the matter of safety and health, and have the responsibility to report all safety and health hazards to the Employer.

The Employer shall take precautions to secure the health and safety of employees at all times, including a First Aid kit and a fire extinguisher that is inspected and serviced annually in each vehicle and at convenient location(s) in the shop.

Section 1.15 Family Emergency Leave - For purposes of the Family and Medical Leave Act (FMLA), immediate family shall be defined as spouse or common law spouse as defined by Montana law, parent or parent-in-law, child or step-child or a grandchild that lives in the same residence as employee.

Section 1.16 Jury Duty - Leave shall be granted for jury duty on city, county, state or federal juries. The Employer may request the court to excuse the employee from jury duty if his/her services are needed for the proper operation of the Employer. The employee will receive his/her regular pay and will transmit to the Employer all jury duty compensation.

Employees must provide a copy of the jury duty summons to their supervisor as soon as it is received, so the supervisor may make arrangements to accommodate the employee's absence. Insurance benefits as they were

provided prior to the jury duty absence will remain in effect and unchanged for the full term of the jury duty absence.

Accrual for benefits calculations, such as paid time off or holiday benefits, will not be affected during jury duty leave.

Section 1.17 Management Rights – (a) The Union recognizes that the agents, officers, and certain employees of the Company are charged with the management of the Company’s business and the direction of the workforce, including the right to plan, direct, control, expand, or terminate its operations; to determine the means, methods, processes, and, consistent with this agreement, schedules of business; to establish and require employees to observe Company rules and regulations; to implement systems, means and procedures to insure employees follow the Company rules, to select, hire, promote, demote, layoff or relieve employees from duty; to maintain order; and to suspend, discipline, and discharge employees, which are recognized as the rights of management. The foregoing itemization of management’s rights shall not be deemed to exclude other recognized management rights not set forth in this Section and all remaining management rights not restricted by the terms of this Agreement remain with the Company, except that the Company does agree that discipline or discharge of an employee covered under and by this Agreement will only occur if there is “good cause.” “Good cause” means reasonable job related grounds based on a failure to satisfactorily perform job duties, or other legitimate business reason(s). Any disciplinary action is subject to challenge through the grievance and arbitration procedure set out herein.

(b) When the Company institutes a new workplace policy that doesn’t conflict with this Agreement, it shall provide all employees with a copy of the policy prior to it being implemented. A new workplace policy shall not be implemented until two weeks after employee notification. Employees shall be given a copy of each existing policy when requested.

Section 1.18 Discipline - (a) The Union recognizes the right of the Employer to discipline employees covered under this Agreement. The Employer recognizes the right of the Union to grieve individual disciplinary actions under the Grievance and Arbitration Procedure of this Agreement.

(b) Letters of Reprimand and/or PIP - No letter of reprimand and/or PIP shall be placed in an employee’s personnel file without the employee being given a copy first. Documented written letters of reprimand and/or PIPs placed in an employee’s personnel file will only remain active for a period of two (2) years from the date of issuance. Following the expiration of the time limit the employer shall physically remove the letter of reprimand and/or PIP from the file.

(c) All Letters of Reprimand and/or PIP's that were written previous to one year from the effective date of this contract will be physically removed from the file. This subsection (c) will sunset at the expiration of this contract.

(d) As set forth in the Management Rights section, good cause is a prerequisite for discipline or discharge of an employee covered by this Agreement and that discipline or discharge are covered by the grievance procedure.

Section 1.19 Grievance Procedure and Arbitration - A grievance, for the purpose of this Agreement, is an unresolved complaint on the part of an employee regarding treatment received from supervisory personnel or other Employer representatives, dissatisfaction with working conditions, or any action on the part of the Employer, which he/she considers to be a breach of this Agreement.

Employees and managers should respect the grievance process by acting in good faith, and grievances should only be filed when other means of resolution have failed.

The Employer agrees that once a grievance has been referred to the Union, representatives of the Employer will not discuss the matter with the employee(s) involved unless the Union Representatives, Steward or his/her designee is afforded a reasonable opportunity to be present.

The grievance procedure has a maximum of three steps (designated as steps 2 through 4) prior to starting the arbitration process; however, grievances may be resolved at any step in the process. It shall be the objective of both the Employer and the Union to settle a grievance at the first step. Grievances are to be fully processed until a mutually agreeable resolution is reached, the involved parties do not file a timely appeal, or resolution is not reached and the grievance is referred to arbitration.

The grievance procedure has a maximum of three steps (designated as steps 2 through 4) prior to starting the arbitration process; however, grievances may be resolved at any step in the process. It shall be the objective of both the Employer and the Union to settle a grievance at the first step. Grievances are to be fully processed until a mutually agreeable resolution is reached, the involved parties do not file a timely appeal, or resolution is not reached and the grievance is referred to arbitration.

Grievances shall be processed in accordance with the following steps:

Step 1 Oral – The employee(s), through the Union representatives or steward, shall first seek adjustment with the aggrieved employee's immediate supervisor within ten (10) working days of the alleged wrong.

The supervisor's response must be provided to the Union within two (2) working days from the time the matter is first discussed.

Step 2 First Written – If the supervisor's response is unsatisfactory, the Union may submit the dispute to the Employer in writing within ten (10) working days from the date the answer is received in Step 1.

Within five (5) working days of receipt of the written grievance, a meeting shall be arranged between the aggrieved employee(s), the Union and the Employer. An answer must be submitted in writing to the Union within five (5) working days of such meeting.

Step 3 Second Written – If the Employer's response is unsatisfactory, the Union may submit to the Human Resource Office, a formal written grievance within ten (10) working days from the date the response is received in Step 2.

Within five (5) working days of receipt of the formal written grievance, a meeting shall be arranged between the Union Steward, Union Representatives and the Employer's Representative. The Human Resource Office must submit an answer in writing to the Union Steward and Business Manager within five (5) working days of such meeting.

If the decision of the Employer is unsatisfactory and the Union wishes to appeal the case to arbitration, they must do so in writing to the Human Resource Office within 30 calendar days from the date the answer is received in Step 3.

It is understood and agreed that in the event of the failure to resolve a grievance, the issues shall be referred to arbitration as follows:

Step 4 Pre-Arbitration Committee – If mutually agreed to, a pre-arbitration committee of not more than three (3) nor less than two (2) members shall be selected by the Union to act on their behalf, and a similar committee of not more than three (3) nor less than two (2) representatives shall be appointed by the Employer to act on its behalf. These members shall be from outside of each parties respective group.

The committee shall meet and attempt to resolve any matters of controversy between the parties, and in the event of failure after forty-eight (48) hours of

the first meeting to resolve such matters, Step 5 of this procedure can be invoked.

Step 5 Arbitrator Selection -- The Employer and the Union shall jointly request the Federal Mediation and Conciliation Service to furnish, to the Employer and the Union, a list of seven (7) qualified and impartial arbitrators from the northwest region of the United States. Within ten (10) days after receipt of the list, the Employer and the Union shall alternately strike names from the list until only one name remains. A coin-flip will determine who strikes first. The arbitrator whose name remains shall hear the grievance. The above-referenced arbitrator selection procedure shall be used unless the Employer and the Union mutually agree on a different selection procedure.

Step 6 Binding Arbitration – The arbitrator shall, immediately upon appointment, proceed to examine into and determine the question or controversy at issue in accordance with the rules of the Federal Mediation and Conciliation Service currently in effect.

The Employer and the Union agree to expedite the arbitration process and shall so inform the arbitrator that the parties desire a decision within 45 working days of submission of post hearing briefs.

The arbitrator's authority and decision shall be limited solely to either the interpretation or application of this agreement. All decisions of the arbitrator shall be in writing and signed by the arbitrator. Any such decision by the arbitrator shall be final and binding upon both parties to the Agreement and on any employees whose grievance has been submitted to such arbitration.

If it is determined under the grievance procedure, including arbitration, that any adjustment in wages is appropriate, such adjustments shall be based on existing wage rates and shall be applied retroactively to the date of occurrence.

Each party shall bear the expense of preparing and presenting its own case. The expense of the arbitrator and incidental expenses mutually agreed to in advance by the parties shall be borne equally by both parties.

Failure by either party to conform to the time limits specified in this Article, unless mutually agreed to, shall stop all further consideration of the grievance, and settlement shall be in favor of the other party.

Section 1.20 Union Representative Access - It is hereby agreed and understood that upon prior notice the accredited representatives of IBEW Local 233 shall have reasonable access to remote work locations where employees covered by this

Agreement are deployed. It is understood that the work they are deployed for will be completed prior to discussion with representatives of the IBEW.

Due to security concerns and contractual obligations of Intralot, employees assigned to the Helena office, upon prior notice and with supervisor approval, may make arrangements to meet Union representatives on the grounds of the building, but not inside the building.

Section 1.21 Time Off to Vote - IBEW 233 and Intralot encourage employees to fulfill their civic responsibilities by voting. If an employee is unable to vote in a statewide election during his or her nonworking hours, the employer will grant up to two (2) hours of unpaid time off to vote. Employees should request unpaid time off to vote from their supervisor at least two working days prior to election day so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Section 1.22 Bereavement Leave - If an employee wishes to take bereavement leave due to the death of an immediate family member or close friend, the employee should notify his or her supervisor immediately.

Up to three (3) days of paid bereavement leave will be provided to full-time employees for deaths in the employee's immediate family. Up to one (1) day of unpaid bereavement leave may be granted for deaths not in the employee's immediate family, upon approval of the employee's immediate supervisor. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. "Immediate family" is defined as the employee's spouse or common law spouse as defined by Montana law, parent, child, sibling, grandparents or grandchildren; the spouse's parent, child, sibling, grandparents, or grandchildren; the employee's child's spouse.

Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use available paid time off for additional leave as necessary.

Section 1.23 Vacation Leave - Vacation will accrue at 6.66 hours per month. Vacation for a new employee does not begin accruing until after 6 months of employment has been met. A terminating employee will be paid the amount of vacation they have that is unused at the time of termination. Vacation Leave benefits will be awarded to eligible employees according to the following schedule, calculated from the employee's date of hire:

Vacation Benefits Eligibility Table		
Length of Service Completed	Vacation Available	Monthly Accrual Rate
Effective for all employees hired after January 1, 2003		
Less than 6 months	0 days	0 hours/month
More than 6 months and less than 1 year	5 days (40 hours)	6.66 hours/month
More than 1 year and less than 5 years	10 days (80 hours)	6.66 hours/month
More than 5 years and less than 10 years	15 days (120 hours)	6.66 hours/month
More than 10 years for employees that become covered by this agreement	20 days (160 hours)	6.66 hours/month

- Section 1.24 Vacation Seniority – Up to three (3) weeks of vacation, in one (1) week increments, may be awarded to each employee, by seniority, if submitted by January 31st of that year. The balance of requests shall be on a first come-first served basis, and will be approved or denied within two weeks of the request being submitted. Employees making a “special” request (i.e. long term or pre paid event) shall be given priority in the granting of vacation time off if the operational needs of the Employer permits it. Employees hired after January 31st will have thirty (30) calendar days to submit their seniority vacation requests for that year. A terminating employee will be paid the amount of vacation they have that is unused and accrued, at his/her regular rate of pay, at the time of termination.
- Section 1.25 Intralot 401(K) - Intralot will match 100% of the Employees’ 401(K) contribution up to 6% of their annual salary. The Employer match will fund on a per payroll basis and will vest when funded.
- Section 1.26 Family Medical Leave Eligibility - All covered employees will be afforded Family Medical Leave consistent with State and Federal Laws, and not otherwise. All employees covered by this agreement shall receive any additional, future Family Medical Leave benefits afforded to non-union employees of the company.
- Section 1.27 Overtime Availability - The Union recognizes the 24-hour nature of the Company’s business and its obligation to provide service as required by contract with the Montana Lottery. All employees are expected to accept a reasonable amount of overtime and callouts throughout the year so Intralot can comply with the contract provisions dealing with “downed terminals”. The Company recognizes that when an employee isn’t scheduled to work or cover for another employee they are able to pursue their own personal interests. Should any employee covered by this Agreement continue, once warned, to reject or avoid callouts or overtime, that employee is subject to discipline, to include termination. Any discipline or termination is subject to the grievance procedure and before discipline or termination is implemented there shall be a labor-management meeting to discuss the specific issues in

each case. The labor management meeting is not a substitute for arbitration, but is intended to be a non-binding, alternate dispute resolution mechanism.

The Company and Union agree to implement a labor/management committee to review overtime and call out issues and to discuss solutions that provide adequate and consistent after-hours coverage throughout the year. This committee shall meet quarterly in January, April, July & October if there are meaningful issues to discuss. When an employee receives a callout a supervisor must approve the callout before the employee works the callout.

Section 1.28 Emergency Closing - Emergency conditions, such as severe weather, fire, flood, or earthquake, can disrupt company operations and interfere with work schedules, as well as endanger employees' well being. These extreme circumstances may require the closing of the work facility.

If the need to close is determined prior to the start of the workday, a reasonable effort will be made to inform the CST staff. If an employee is uncertain whether he or she should report to work, he or she should attempt to call his or her supervisor for approval.

When operations are required to close, the time off from scheduled work will be paid, for a maximum of two days per calendar year. In cases where a closing is not authorized, employees who fail to report for work will not be paid for the time off. However, employees may request available vacation leave time for the missed work time.

If a weather emergency develops during the workday, the facility will remain open if possible. However, employees who feel they want to leave for home prior to the end of the normal work day may do so with notification to their supervisor, and they may request unused paid time off be used or may make up the time prior to the end of the work week.

Cold Weather – When in the estimation of supervision, storms or especially cold weather would make working out-of-doors unproductive or unduly burdensome, employees may be held in unless such work is necessary to protect life or property. When held in, affected employees may be given such work in sheltered areas as may be directed by supervision.

Section 1.29 Holidays - The Employer will provide eleven (11) paid holidays to full time employees on the holidays listed below.

Holiday pay is in addition to regular time worked and will be paid at time and one-half (1½) the regular rate of pay.

New Year's Day (January 1) and the day after New Year's Day (January 2)

Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Thanksgiving (fourth Thursday in November) and the day after Thanksgiving
Christmas (December 25) and the Day after Christmas

TWO FLOATING HOLIDAYS

Except for the two floating holidays, when any of the foregoing holidays fall on Saturday, the previous day, Friday, shall be considered the holiday. When any one of the foregoing holidays fall on Sunday, the next day, Monday, shall be considered the holiday.

When employees are scheduled to work or do work on any of the above holidays (except "floating") they shall be paid one and one half times (1½) the regular rate of pay for all hours worked.

Section 1.30 Pensions – Eighth District Electrical Pension Fund - The Employer shall contribute to the Eighth District Electrical Pension Fund (the "Fund") the sum of \$Ø 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 1.31 Eighth District Electrical Pension Fund Annuity Plan - (a) The Employer shall contribute to the Eighth District Electrical Pension Fund Annuity Plan (the

“Fund”) the sum of \$ Ø 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 who are participants in the Eighth District Electrical Pension Fund Annuity Plan (“Fund”) may elect to participate in Fund’s 401 (k) Salary Reduction Program (the “Program”) by signing and delivering to the Employer and Fund Administrator an Elective Deferral Authorization (“Authorization”) form approved by the Fund. Employer shall reduce and withhold from the employee’s salary the amount per hour and during the payroll periods specified by the employee in the Authorization. The Authorization and any written modified Authorization shall be delivered to the Employer and Fund Administrator at least 15 days prior to the beginning of the specified payroll period. Employer shall remit and pay to the Fund or its designated depository the total of all reduced salary withheld pursuant to such Authorization on or before the 15th day of the calendar month after the calendar month in which such reduced salary was withheld. Employer’s payments shall be accompanied by such reporting forms as the Fund shall designate. Employer’s payments and reports shall be delinquent if not received by the Fund by the 15th of each calendar month.

Any written modified Authorization will be accepted quarterly with a minimum of 30 days for notification. An employee may stop the contribution to (the “Program”) quarterly for emergency or financial hardship.

Section 1.32 IBEW 8th District Pension & Annuity Contributions - When a monetary amount is chosen by the employees to go towards the pension and/or annuity the same amount shall be sent to the respective plan(s) for each employee except as provided for in Section (b) of the Eighth District Annuity Plan. These amounts shall be subtracted from the hourly wage of the employees. The union shall give Intralot at least sixty (60) days notification of any change.

Section 1.33 Meals & Subsistence - When working in Montana, if an employee is required to be away from his/her home overnight, the employee will be paid per diem consistent with the IRS rates for that portion of Montana.

When working outside of Montana, Intralot will pay for the hotel accommodations, travel and \$50 per day subsistence in addition to the current Federal Mileage Reimbursement Rate if the employee is required to use his/her own vehicle. If Federal or State prevailing wage laws are in excess of this agreement then the higher of the wages and/or benefits will be paid. Per diem, subsistence and reimbursement of out-of-pocket expenses shall be paid on the paycheck with the timely submission of an expense report.

Section 1.34 Flexible Spending Account - Intralot has adopted a Flexible Spending Plan under Section 125 of the Internal Revenue Code. This plan allows employee expenses for certain unreimbursed medical expenses and insurance premiums; and dependent care to be paid with pre-tax dollars. Employees become eligible for this plan when they are eligible for the health and dental insurance plans. Subsequent plan year's deductions are determined annually prior to the beginning of the next calendar year.

Section 1.35 Military Leave - Intralot is committed to protecting the job rights of employees absent on military leave. Consistent with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state laws, it is the Company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy.

A leave of absence without pay will be granted to any regular full time employee who enters any branch of the United States armed services. Benefit accruals for any employee serving on active duty longer than 30 consecutive days will be calculated in accordance with applicable federal laws.

The employee will be reinstated consistent with applicable law. He or she will be credited with full seniority for the period of military leave.

Any employee who is a member of a reserve component of the armed forces will receive partial compensation for his or her annual two-week training duty. Upon presentation of satisfactory military pay verification data, the employee will be paid the difference between his or her normal base compensation and the pay (excluding expense pay) received while on military duty. Benefit programs will be unaffected by the leave, and the employee may elect to use any accrued vacation for the absence. Training leaves will not normally exceed two weeks per year, plus reasonable travel time.

Any employee who is a member of a reserve component of the armed forces who is called to active duty will receive partial compensation for the first 90 days of active duty. Upon presentation of satisfactory military pay verification data, the employee will be paid the difference between his or her normal base compensation and the pay (excluding expense pay) received while on military duty. For the second 90 days of active duty, he or she will be paid one half the difference between his or her normal base compensation and the pay (excluding expense pay) received while on military duty. After 180 days the compensation from the company will cease. All benefit programs will continue in effect for up to 1 year of temporary active duty.

Section 1.36 Sick Leave - 1. Employees are permitted up to five (5) days per year paid sick leave.

2. Employees are allowed to donate sick leave pay to other bargaining unit employees if the other employee has used their five (5) days per year and are currently on a medical leave of absence.

3. Sick leave cannot be accrued. Any abuse of sick leave shall be dealt with through the Discipline portion of the Agreement and if an adverse decision is made in this regard then that action is grievable.

Section 1.37 Life Insurance - Group Term Life Insurance is provided to eligible employees. The cost of this benefit is paid by Intralot. Please see the life insurance booklet provided by our carrier to determine your coverage amount. Intralot also offers supplemental life insurance at a group rate for employees. The cost of this benefit is paid by the employee.

Section 1.38 Long-Term and Short-Term Disability - All full time employees are covered under a group Long Term Disability insurance plan and a group Short Term Disability Plan. There is no cost to employees for these benefits.

Section 1.39 Independent Contractors - In arranging with independent contractors to perform work under the jurisdiction of the Union, the Company will take into consideration and will use its best efforts to preserve the goodwill and harmonious relations now existing between the parties hereto. However, the Company has the absolute right to hire and utilize independent contractors, in accordance with this section, as long as no reduction(s) in force or reduction in regularly scheduled hours for the Employees covered by this Agreement results.

Additionally, Intralot agrees to accept proposals from reliable IBEW affiliated contractors for any work subbed out under this provision. If an IBEW contractor provides an acceptable bid for subbed out work, Intralot will give that work to the IBEW contractor. If there is a dispute, it shall be handled consistent with the grievance and arbitration provisions herein. This provision is not intended to create any third-party beneficiary or beneficiaries. The determination of whether a bid is acceptable is in the sole discretion of Intralot.

It is understood that the Company is engaged in Providing Services under contract to the Customer and must maintain Program Responsibility. With this in mind the union agrees to allow non-bargained qualified supervisors to do the necessary work up to sixteen (16) hours per calendar month to fulfill the needs of the customer. If these hours are exceeded for two consecutive months, the Company agrees to meet with union to discuss manpower issues. It is the intent of the Company to recognize the Bargaining unit to maintain its integrity and to preserve its preservation.

Section 1.40 Education Assistance - It is understood that employees currently participating in the education assistance plan will be able to continue it.

Section 1.41 Severability - Should any provision of the Agreement be declared illegal by any court of competent jurisdiction such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties will thereupon seek to negotiate substitute provisions that are in conformity with the applicable laws.

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DATED this ____ day of January, 2021.

FOR IBEW:

Jackie McBroom – Business Manager

FOR INTRALOT:

Byron E. Boothe, Jr., CEO