

**MONTANA STATEWIDE OUTSIDE CONSTRUCTION
AGREEMENT**

BETWEEN

WESTERN LINE CONSTRUCTORS CHAPTER NECA

AND

LOCAL UNIONS NO. 44, 532, and 768

AFL-CIO

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS**

September 1, 2024 – May 31, 2027

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MONTANA STATEWIDE OUTSIDE CONSTRUCTION AGREEMENT

Agreement by and between the Western Line Constructors Chapter, Inc., NECA, Inc. and Local Union No. 44, 532 and 768, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Western Line Constructors, Chapter, Inc., NECA, Inc. and the term "Union" shall mean Local Union No. 44, 532 and 768, IBEW.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

Basic Principles

The Employer and 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 industry demands a mutuality of confidence between the Employers 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:

Scope of Agreement

This Agreement covers all outside construction work performed by the employer within jurisdiction of the Local Unions signatory to this agreement. The scope of work applicable to this agreement shall be defined as all work performed by employees of the employer in connection with that work defined as follows:

- (a) Pole Line Work - Pole line construction work (whether built of wood, metal or other materials; the digging and back filling of holes for poles or anchors by hand or mechanical equipment; the moving of men, tools or equipment, the loading and moving of materials from the first drop; the handling, assembly or erection of all materials, including the guying, stringing of conductors) or other work necessary on through to the ultimate completion of such pole line work.
- (b) Steel Assembly/Erection - Steel or metal structures used for the purpose of carrying electrical wires, conductors, or equipment (this includes transmission towers, outdoor substations, switch rack, or similar electrical structures); the moving of men, tools or equipment; the handling, sorting, and moving of materials from the temporary job warehouse or stock pile to the job site; the handling, assembly and erection of all materials used on the job site including all footing and foundation work, grillage, and all excavation work on through to the ultimate completion of such structures, except for work which properly belong to the inside branch of the electrical industry.
- (c) Grounding - Work covered shall include the grounding of all such structures; the stringing and installation of wires, cables, and insulators or other electrical equipment suspended

from such structures; also, the handling and placing of transformers or OCB's and other related electrical equipment. It shall also include aerial fiber optic cable installed on overhead power lines.

- (d) Highway Lighting/Traffic Control - Highway lighting, street lighting, traffic controlling where jurisdiction comes under outside jurisdiction, shall be handled in the same manner as pole line construction.
- (e) Underground Facilities - Underground installation of wood, tile masonry, fiber, metal and all types of electrical duct where such installation comes under the outside branch of the electrical industry. This shall consist of the following: the moving of men, tools, materials, and equipment; the excavation and trenching, installation of raceways and ducts; construction of manholes, transformers vaults, hand holes, backfilling, installations of fish wire; pulling, splicing and laying of wire or cables installed in the raceways or ducts or direct burial and all operations required for the ultimate completion of such work.
- (f) Repair/Maintenance - In connection with all of the above items, it is understood the Scope of the Agreement shall include not only new installation work, but shall also govern the repair, maintenance, or dismantling of such structures, lines, or equipment; the handling and operation of all equipment used to transport men, tools, and or materials on the job site. The equipment used to move, raise, or place materials commonly used in the outside branch of the electrical industry shall be performed by workmen under this Agreement.
- (g) Addendum I – Covers Underground Gas Construction
- (h) Addendum II – Covers Line Inspection Work

ARTICLE I
EFFECTIVE DATE – CHANGES – GRIEVANCES – DISPUTES

EFFECTIVE DATE:

Section 1.01 This Agreement shall take effect September 1, 2024, and shall remain in effect until May 31, 2027, unless otherwise specifically provided for herein. It shall be in effect from year to year thereafter, from June 1, 2025 until May 31, 2027, through May 31 of each year, unless changed or terminated in the way later provided herein.

Section 1.02

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 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 the proposed changes.

- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

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

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

GRIEVANCES/DISPUTES:

Section 1.05 There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management 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 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 to or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

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

Section 1.10 The specific Grievance Procedure under this Agreement is set forth in Appendix “B”.

ARTICLE II **EMPLOYER RIGHTS AND QUALIFICATIONS**

Section 2.01 Employer Qualifications - Certain qualifications, knowledge, experience, and proof of financial responsibility are required of everyone desiring to be an Employer in the Outside Construction Industry. Therefore, an Employer who contracts for outside construction work is a person, firm, or corporation having these qualifications and maintaining a place of business other than their residence and a suitable financial status to meet payroll requirements.

Section 2.02 To qualify as an employer a firm must have in a full-time managerial capacity, at least one person qualified by virtue of experience and knowledge to manage the outside construction department and meet the requirements of this Section.

Section 2.03 No owner, partner, manager, officer, director, or spouse of such owner, partner, manager, officer, or director of an employing firm shall himself (herself) perform manual outside construction.

Section 2.04 Mandatory Deductions - For the employees covered under this Agreement, the employer shall make regular payments to the Federal and State Government, for Social Security, Workmen's Compensation and Unemployment Insurance, as provided by law and shall show satisfactory proof of such to the Union.

Section 2.05 Management Rights - The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.06 Favored Nations - The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.07 Loaning of Employees Prohibited - The employer shall not loan or cause to be loaned, any workmen in his employ and covered by this Agreement.

Section 2.08 Subcontracting with Employees Prohibited - An employer shall not sublet or contract to its employees any part of the labor services performed under this agreement. Members of the Union, except those meeting the requirements of an employer as defined herein shall not contract for any outside construction work.

ARTICLE III **UNION RIGHTS**

Section 3.01 Majority Status - The Employer agrees that if a majority of its employees authorize the Union to represent them in collective bargaining, the Employer will recognize the Union, its agents, representatives or successors as the exclusive collective bargaining agent for all employees performing outside construction work within the jurisdiction of the Union on all present and future jobsites.

Section 3.02 Union Security - All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later. Employees not meeting such uniform requirements of membership shall be discharged by the employer upon receipt of a written request by the Union specifying the reasons for which discharge is requested.

Section 3.03 Dues Deduction - The employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3.04 Stewards – The Business Manager shall have the right to appoint a Steward at any shop or on any job where workmen are employed under the terms of this Agreement. The Business Manager shall notify the Employer in writing of the appointment and his identity when a Steward is appointed. Such Steward shall see that this Agreement and working rules are observed and he shall be allowed sufficient time to perform those duties during regular working hours. Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violations of any provision of the Agreement. The Steward shall not be authorized to cause a work stoppage for any reason. The Employer will notify the Business Manager or his representative at least 24 hours in advance of intent to terminate a Shop Steward.

Section 3.05 The Union reserves the right to discipline its members for violations of its laws, rules and agreements.

Section 3.06 Union Job Access - 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 3.07 COPE Deductions – The Employer agrees to deduct and transmit to IBEW/COPE an amount of \$0.01 from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by IBEW/COPE.

ARTICLE IV **UNION – EMPLOYER RELATIONSHIP**

Section 4.01 Safety - The Employers and the Union share a mutual interest in fostering safe working conditions for all employees. The Employer shall make reasonable provisions for the safety of Employees in the performance of their work. The Union shall cooperate in promoting the realization of the responsibility of the individual employee with regard to the prevention of accidents.

Section 4.02 Safety Minimums - All applicable safety rules and regulations of the State of Montana and the Occupational Safety and Health Act of 1970 (OSHA), as revised, shall be observed as a minimum of safety, except as noted herein.

Section 4.03 Employer Safety Program - Each Employer performing work under this agreement shall have an active safety program. Such program shall be designed to communicate hazards, promote safety on the job, and identify safety hazards.

Section 4.04 Employee First Aid/CPR Requirement - All employees shall furnish proof of a current First Aid/CPR course recognized by the U. S. Department of Labor. In addition, all applicants shall have a current OSHA 10 Hour Completion Card.

Section 4.05 PPE- Employees shall wear all required PPE during working hours. All PPE and safety equipment shall be furnished by the employer. Upon termination of employment, for any reason, the employee shall return all PPE and safety equipment issued to the employee or have the cost of the same deducted from wages due them.

Section 4.06 Accident Notification to Union - The Employer shall forward to the Local Union Business Manager, within forty-eight (48) hours of any lost time accident, a legible copy of "Employer's First Report of Injury". In the event of a fatal injury, the employer shall immediately inform the Local Union Business Manager by telephone. All serious accidents shall be investigated by the Local Union Business Manager or such person as he may designate. Should circumstances justify, the Vice President of the IBEW 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.

Section 4.07 Work in Manholes, Trenches - When men are required to work in manholes, trench, tunnel, or otherwise underground, another workman must be available in the immediate work area to render assistance to the workman working beneath ground level in the event of trouble.

Section 4.08 Employer's Responsibility - It is the Employer's exclusive responsibility to ensure the safety of its employees and their compliance with these safety rules and standards.

Section 4.09 Pre-Job Conferences (not pre-bid conference) -Prior to the start of any job, a pre-job conference shall be held with the Local Union. The results of such a conference shall be reduced to writing and shall be binding on all parties. Should the employer and the Union be unable to agree upon towns to be designated as Job-Headquarters, and locations to be agreed upon as reporting headquarters, they shall refer the matter to a Labor-Management Committee, which shall meet within a reasonable time and render a decision which shall be final and binding.

Section 4.10 Foreman by Name – Employers assented to this Agreement may call a Journeyman Lineman, Line Clearance Foreman, Line Inspection Foreman or Sub-Foreman by name off of Book I as a Foreman or as a General Foreman. Should there be no Journeyman Lineman on Book I, this provision shall apply to Book II. Journeyman Lineman so requested as Foreman, must have been previously employed by the requesting employer, and must receive the Foreman rate of pay for a minimum of twenty-five (25) work days.

Section 4.11 Transfer of Employees Within Local Union Jurisdiction - Employers assenting to this Agreement, may move their employees within the jurisdiction of a Local Union without further clearance. However, the Local Union shall be notified prior to the establishment of new headquarters.

Section 4.12 Transfer of Employees Between Local Union Jurisdictions - Employers assenting to this Agreement who desire to move their men from the construction labor market area administered by one Local Union to that administered by another within the area covered by this Agreement shall be bound by the following requirements:

- (a) The Employer shall consult with the Business Manager of the second Local Union prior to transferring men to the job.
- (b) Men in the employ of the Employer thirty-one (31) calendar days or more immediately prior to the transfer, may be transferred.
- (c) The classifications to be transferred and the number in each classification are to be designated in writing and shall be signed by the Business Manager and the Employer representative prior to transfer.

- (d) The Employer shall request the balance of the work force in accordance with this Agreement and with the referral provisions applicable for the area in which the work is being done.
- (e) It is mutually agreed that an employee shall not receive wages for any classification less than wages on the classification stated on his referral for hire.
- (f) Employers signatory to this Agreement may move their employees within the area of this Agreement. The Local Union shall be notified of the establishment of a new headquarters. However, in the times of high unemployment (15% or higher) the contractor will be allowed to transfer eight (8) men between Local Unions 44, 532 and 768. All additional men shall be referred out by the Local Union having jurisdiction over the area in which the job is located. This section is applicable to each job an Employer has in a Local Union's Jurisdiction.

Section 4.13 Portability - Non-Resident Employees – An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 4.14 Annulment/Subcontracting - The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

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

Section 4.15 Substance Abuse

- (a) 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.

- (b) The policy under the Category I Substance Abuse Testing Language is that testing for all employees will be in conformity with the Department of Transportation [DOT] policy/regulations so that all employees are substance abuse tested per DOT regulations-standards and/or per customer requirements.

ARTICLE V
WORKING HOURS – OVERTIME PROVISIONS

Section 5.01 Regular Schedule Workday - Eight (8) hours of work between the hours of 8:00 A.M. and 4:30 P.M. or 5:00 P.M., with not less than thirty (30) minutes, nor more than one (1) hour for lunch period shall constitute a work day. Lunch hour will be from 12:00 to 12:30 or 12:00 to 1:00. The starting time of the workday may be varied by mutual consent of the Union and the Employer and the employees involved on any job.

Section 5.02 Regular Schedule Workweek - Forty (40) hours within five (5) such workdays, Monday through Friday, inclusive shall constitute a work week.

Section 5.03 Overtime - Regular Schedule - The first two (2) hours following the regular work day and eight (8) hours between 8:00 A.M. and 5:00 P.M. on Saturday shall be paid at one and one-half times (1 1/2) the regular straight time rate. All other hours worked outside of those defined above including those hours worked on Sundays and holidays, shall be paid at the rate of two (2) times the regular hourly rate

Section 5.04 Shift Work - When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

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

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

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

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Section 5.05 Modified Schedule- At the option of a majority of employees on a crew, and dependent upon Employer and/or Customer requirements, a modified schedule may be established consisting of forty (40) hours during four (4) consecutive days, Monday through Friday. If a holiday falls during the week, Friday may constitute a regular workday. The work day on such modified schedule shall consist of ten (10) consecutive hours, 7:00 A.M. to 5:30 P.M., excluding an unpaid meal period of not more than one (1) hour, between the hours of 12:00 noon and 1:00 P.M. On work other than cost plus work, the modified schedule may be implemented by the Employer. The starting time of the workday may be varied by mutual consent of the Union and the Employer and the employees involved on any job.

Section 5.06 Overtime - Modified Schedule - Computation of overtime for employees on a modified schedule shall be computed as follows:

- 1) All hours worked over ten (10) hours per day will be paid at the rate of two (2) times the regular hourly rate.
- 2) The first eight (8) hours worked on the fifth (5th) consecutive day of the modified schedule shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate.

- 3) All hours worked in excess of those specified above shall be paid at two (2) times the regular hourly rate.

Section 5.07 Sunday/Holiday Work - All other hours worked outside of those defined above including those hours worked on Sundays and holidays shall be paid at the rate of two (2) times the regular hourly rate.

Section 5.08 Holidays - All work performed on the following Holidays: New Year's Day, Veteran's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, or days celebrated as such, shall be paid for at double the regular straight time rate. Veteran's Day, will be observed on the last workday of the second week of November each year.

Section 5.09 Weekend Holidays - When one of the aforementioned holidays falls on Sunday, the Monday following shall be considered a legal holiday. When one of the aforementioned holidays falls on a Saturday, the preceding Friday shall be considered a legal holiday.

Section 5.10 Labor Day Work - No work shall be performed on Labor Day except in case of emergency.

Section 5.11 Overtime, Call-outs - Employees called for work outside their regular working hours shall be paid from the time they are called. They shall receive the double time overtime rate of pay and in no case shall a workman receive less than two (2) hours' pay at the double time rate.

Section 5.12 Overtime Meals - When an employee continues to work more than two (2) hours after any scheduled shift or scheduled workday he shall be provided a meal.

Section 5.13 Emergency Storm Work –

- (a) On emergency storm work, all work outside the employee's regularly scheduled hours shall be paid at double the regular hourly rate.
- (b) An employee working emergency storm work is entitled to an eight (8) hour continuous rest period between each shift. If the employee does not receive this rest period, then any hours worked during their regularly scheduled hours shall be paid at double the regular hourly rate. The Foreman is responsible for notifying the customer prior to the crew/employees working at double-time rate of pay for emergency storm work only.
- (c) In the event an employee is required to remain overnight on an emergency assignment, the employer shall provide meals at a regular interval and lodging, until the employee is returned to their normal reporting headquarters. When lodging is provided, travel pay will not be paid.

Section 5.14 Distribution of Overtime - The Steward and Employer’s representative on the job shall determine the distribution of overtime work and the Steward shall be included in all scheduled work including overtime of two or more employees. The employer shall not be expected to disrupt the makeup of his crews in order to conform to this provision.

ARTICLE VI
WAGES AND WAGE PAYMENTS

Section 6.01 Classifications/Wages – See Appendix “A”

Section 6.02 Premium Pay Provisions -

- (a) High Time; Wood Structures - All men working at or above 75-foot level from the center hub of a multi-pole structure when working from the pole shall receive double the straight time wage rate. All men working at or above 75-foot level from ground on a single pole when working from the pole shall receive double the straight time wage rate.
- (b) High Time; Steel Structures - All men working at or above 175-foot level from the center hub of metal structures shall receive double the straight time wage rate.
- (c) High Time, Aerial Lifts - All men working at or above 110-foot level from aerial lift equipment when measured from ground parking level shall receive double the straight time wage rate.
- (d) High Time; Energized Structures - All men working at or above the 125-foot level on metal structures on energized circuits shall receive double the straight time wage rate.
- (e) Hot Stick Premium - Crews working line voltages of 50KV through 230kV shall receive hot stick pay of one dollar (\$1.00) per hour, except this will not apply to switch stick and/or shotgun work.
- (f) Tension Dead-Ending - All tension dead-ending on steel towers and all work done from a hook ladder when tagged over the conductor shall be at one and one half (1½) times the straight time rate of pay. All such payment shall be in two-hour increments.

Section 6.03 Wages, Time of Payment -

- (a) Wages shall be paid weekly not later than quitting time on Friday and not more than one (1) week's wages shall be withheld. For employees working Monday through Thursday on the Modified Schedule, as defined in Article V, Section 5.05 above, the time of payment shall be no later than quitting time on Thursday, if paid by direct deposit. If the employee has requested a paper check and address of their choice, and is paid by paper check, the time of payment shall be no later than quitting time on Friday. In the event the employees

are not paid by the regular quitting time on Friday, or Thursday if applicable as mentioned above, waiting time shall apply as provided herein:

- (b) In the event the employee is not paid off, waiting time at straight time rate will be charged until the employee is paid off in full provided that waiting time shall not exceed eight (8) hours in any one day. If the employee is not available at the employer's headquarters or at the job site where checks are normally delivered, the employer may send his check to the address on the employee's W-4 form by United States Registered Mail, and the postmark time on such registered envelope shall be considered as the time when the employee is paid off in full.
- (c) Employees working under this Agreement may voluntarily request through their current Employer to utilize the direct deposit method for receiving their paychecks in addition to the method of payments set forth above.

Under the direct deposit system, the Employer will comply with the pay provisions of Article VI, Section 6.03-6.10 herein. However, if a delay occurs in the paycheck being deposited into the employee's bank account due to a bank error or a bank holiday the Employer will not be held responsible for waiting time or any other penalty set forth in the Agreement and outlined in Article VI, Section 6.03-6.10 herein.

If a bank error occurs, the Employer agrees to diligently remedy the situation by following up on the error with the bank(s) and shall endeavor to see the employee is paid in short order.

Section 6.04 Waiting and Reporting Pay - If employees report for work and do not start work for any reason beyond their control, they shall be paid two (2) hours' at the applicable rate of pay, plus any applicable travel pay. However, the employer may require the employee to remain at the reporting headquarters to perform such duties as attending safety meetings, cleaning trucks, etc. If the employee elects not to stay at the reporting headquarters for the full two (2) hours, he shall be paid for actual time there, only. Also, if the employer has required the employee to remain at the headquarters, he must remain for the full two (2) hours to be entitled to the applicable travel pay.

Section 6.05 Prior Notice, Employee Not to Report - Employers may notify their employees not to report to work if such notification is made two (2) hours before the scheduled starting time. After such notification, employees are not to receive the two hours' pay.

Section 6.06 Employee Telephone Requirement - All employees must furnish the employer with a telephone number at which they may be reached.

Section 6.07 Employee Termination Notice - An employee who is terminated after reporting for work and who did not receive prior notice of termination the previous day shall receive the following pay:

- (a) If the termination occurs before noon, the employee shall be paid four (4) hours at his regular rate of pay.
- (b) If the termination occurs after noon, the employee shall be paid four (4) hours from the time the employee is notified of the termination.

This section shall not apply to employees terminated for reasons other than layoffs or reductions in force. Terminated employees will be provided with a termination slip.

Section 6.08 Employee Tools and Belongings - If an employee's tools and belongings are not available at the employee's reporting headquarters when the employee is terminated, the employee shall be paid for sufficient time to gather these items.

Section 6.09 Waiting Time Upon Notice of Termination - In the event the employee is not paid off upon termination, waiting time at straight time rate will be charged until the employee is paid off in full provided that waiting time shall not exceed eight (8) hours in any one day.

If the employee is not available at the employer's headquarters or at the job site where checks are normally delivered, the employer may send his check to the address on the employee's W-4 form by United States Registered Mail, and the postmark time on such registered envelope shall be considered as the time when the employee is paid off in full.

Section 6.10 Waiting Time - Employee Responsibility to Register Claims - Claims for waiting time not registered with the employer and the Business Manager of the Union within forty-eight (48) hours of the time when the grievance is claimed to have occurred shall be forever waived.

ARTICLE VII **WORKING CONDITIONS**

Section 7.01 Travel Pay - A flat rate of sixty dollars (\$60.00) per day shall be paid for each day worked.

Section 7.02 Two Way Travel - The employer shall pay for travel time, and furnish transportation from shop to job, job to job, and job to shop on all work within the jurisdiction of the Union, which shall be interpreted to mean two ways of travel on company time.

Section 7.03 Headquarters Change - Notification - Except in cases of emergency or unforeseen circumstances beyond the control of the Employer, employees shall be notified of a change in headquarters no later than the end of the work shift prior to the change in headquarters.

Section 7.04 Job Site Reporting - When employees are required to report to a job site, they shall receive Travel Pay for each day worked.

Section 7.05 Job Site Reporting - Location Requirements - Job sites shall have a parking area, toilet, facilities for safeguarding workmen's tools and heat for drying clothes in inclement weather. The sites must be on an improved maintained road (an improved road is a graded graveled road).

Section 7.06 Rooms: By mutual consent between the employee and employer, lodging may be provided in lieu of travel pay.

Section 7.07 Foremen - Foremen shall constantly be on the alert for the safety of their crews and the public. Employees are not to take directions, orders, or accept the layout of any job from anyone except the foreman or lineman.

- (a) Foreman - Power Work – All Foreman shall be qualified journeyman linemen on power work.
- (b) Working Foreman Requirement - Foreman shall be required on all crews consisting of two or more lineman.
- (c) Non-Working Foreman Requirement - Steel assembly - A Foreman may work with the tools until he becomes the sixth (6th) lineman, then he shall be classed as a non-working foreman.
- (d) Non-Working Foreman Requirement - Steel Erection - On steel erection crews, there shall be a non-working foreman at all times.
- (e) Non-Working Foreman Requirement - Stringing and Sagging Conductors on Steel Construction - stringing and sagging crews shall require a non-working foreman at all times.
- (f) Non-Working Foreman Requirement - Wood Pole Construction – On all wood pole construction, the seventh (7th) man shall be a non-working foreman on each crew.*
- (g) Non-Working Foreman - Incidental Tasks - Non-working foreman status shall not preclude the Foreman from performing incidental tasks.
- (h) Foreman Requirements, Transmission Clipping Crews - On transmission lines, if clipping-in crews consist of not more than two linemen and two groundmen, one lineman shall be designated as the foreman and paid foreman's rate of pay. If clipping-in crews consist of more than two lineman and two groundmen, there shall be a non-working foreman.

Section 7.08 Two Journeyman Requirement - A Journeyman Lineman shall not be required to work on wire, cables, or conductors, which carry in excess of 600 volts, unless assisted by another Journeyman or a qualified apprentice. A hot certified apprentice shall not work aloft when working on energized equipment greater than 600 volts without the assistance of a Journeyman Lineman at the same elevated position.

Section 7.09 25 KV RUBBER GLOVING PROGRAM - In response to the need to develop a program to allow Rubber Gloving on circuits up to 25 KV., the parties to this Agreement have agreed to formulate a program for the implementation of rubber gloving higher voltages. The program document setting forth the guidelines for rubber gloving will be entitled "Program for Rubber Gloving, the International Brotherhood of Electrical Workers Locals 44, 532 & 768 and the Western Line Constructors Chapter National Electrical Contractors Association" hereinafter referred to as (the Program.) The Program will enable the parties to develop a better understanding of rubber gloving procedures so as to facilitate safety and productivity.

Nothing in this program is intended to preclude employees from wearing rubber gloves and sleeves for personal protection while working within the approach distance or while handling URD.

The Program will be available to all employers signatory to this Agreement from the Local Unions or the Chapter. The parties acknowledge that under the Program the designated observer shall be qualified.

It is agreed that the Program document may require modification from time to time. Further, at the request of either party, it is agreed to meet and discuss said modifications made necessary by changes in industry standards and demands. Problems arising from non-compliance with this document will be addressed under the grievance and arbitration procedure as contained in this Agreement.

Section 7.10 Employee Tool Requirements - Linemen shall furnish all climbing equipment and the following hand tools only: hammer (wooden handled), screwdriver, at least two (2) crescents not to exceed twelve (12") inches, a six-foot (6') (wood or plastic) ruler, cutting pliers, and a skinning knife, 12" ratchet handles with 1/2" drive.

Section 7.11 Age Ratio - On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

Section 7.12 Groundmen, Duties of - Groundmen duties shall include operation of any line truck and light winch and boom trucks of five (5) tons and under, material haul, man haul and light equipment, and the use of jackhammer. He may be used for other groundman's duties when not so engaged, such as hand digging, unloading, or loading of material, flagman, etc.

Section 7.13 Direction of Groundmen - Groundmen shall work under the direction of a foreman or lineman and shall assist them as directed.

Section 7.14 Groundmen - Climbing Prohibited - Under no circumstances shall they climb poles or towers or work from ladders or lifts.

Section 7.15 Line Equipment Operator, Duties of - The duties of Line Equipment Operator shall include the operation of any and all types of motorized and power equipment utilized by the employer in the performance of work under this Agreement. Line equipment operators may be used for groundman duties when not engaged in the operation or service of the above equipment but are not to receive less than their established rate of pay.

Section 7.16 Equipment Operation - In addition, Lineman and Apprentices may operate any and all equipment used.

Section 7.17 Observer, Transporting Equipment Over Rough Terrain -When backhoe crawler tractors are to be used in a condition, or transported through terrain which could cause the overturn of the equipment, the operator shall be accompanied by another employee.

Section 7.18 Specified Jobs - Framing/Assembly of Structures - When framing poles or structures, including the installation of cross-arms and hardware, the ratio of one (1) groundman to Journeyman Lineman or Apprentice Lineman shall not be exceeded.

Section 7.19 Employer- Furnished Vehicles - The employer agrees to furnish trucks of unit body construction with suitable protection from inclement weather and with adequate seating space. Equipment and material shall not be hauled in the seating space of a truck in a manner which will endanger the safety of the employees. Factory crew-cabs shall be considered as unit body construction.

Section 7.20 Employees equipment - In no case shall an employee use his private car, motorcycle, or other vehicle during working hours.

Section 7.21 Commercial Driver's License Requirement - Qualified applicants must, if so requested by the Employer, present a current Commercial Driver's License (CDL). Such qualified applicant must be able to furnish all information required by DOT regulations for "Driver's Qualification File". Unless notified otherwise, an Employer will only accept applicants possessing a current Commercial Driver's License (CDL). However, the Employer will give consideration to an applicant that does not possess a CDL if the applicant is barred from possessing a CDL for medical reasons only.

Section 7.22 The parties to this Bargaining Agreement agree that book one referral status in one Local Union signatory hereto shall be granted book one status by the other two signatory Local Unions

Section 7.23 Minimum Work Requirement, Employment – All applicants referred to the Employer and upon becoming Employees, shall remain Employees as long as the Employee works at least one (1) day in a calendar month. Employees who do not attain the one (1) day in a calendar month will be considered terminated and shall not be used by the Employer for any bargaining work.

ARTICLE VIII **REFERRAL PROCEDURE**

Section 8.01 In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 8.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 8.03 The Employer shall have the right to reject any applicant for employment

Section 8.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, 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 8.05 The Union shall maintain a register of applicants for employment established on the basis of the Classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the classification or classifications for which he qualifies.

CLASSIFICATION A **JOURNEYMAN LINEMAN – JOURNEYMAN TECHNICIAN**

GROUP I All applicants for employment who have three and one-half (3-1/2) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Lineman's examination given by a duly constituted Outside Construction Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last three and one-half (3-1/2) 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 1 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 three and one-half (3-1/2) or more years' experience in the trade and who have passed a Journeyman Lineman's examination given by a duly constituted Outside Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside 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 in the normal construction labor market area for at least six (6) months in the last two and one-half (2 1/2) 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.

CLASSIFICATION B HEAVY EQUIPMENT OPERATOR

GROUP I All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW, and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have experience in the trade, and have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW.

GROUP III All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) 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.

**CLASSIFICATION C
GROUNDMAN – TRUCKDRIVER**

GROUP I All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have the necessary qualifications pertaining to their classification, and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have worked in the trade for more than one year.

GROUP III All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

GROUP IV All other applicants for employment.

**CLASSIFICATION D
ADDENDUM I – UNDERGROUND GAS CLASSIFICATION**

GROUP I All applicants for employment who have two (2) or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed an examination relating to their classification given by a duly constituted Local Union of the I.B.E.W. and who have been employed in the normal construction labor market area for a period of at least one year in the last three years in the geographical area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have two (2) or more years experience in the trade and who have passed an examination relating to their classification given by a duly constituted Local Union of the I.B.E.W.

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

GROUP IV All other applicants for employment who have experience in the trade and have the necessary qualifications pertaining to their classification.

CLASSIFICATION E
ADDENDUM II – LINE INSPECTION CLASSIFICATION

- GROUP I All applicants for employment who have two or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for a period of at least one (1) year in the last two (2) years in the geographical area covered by the collective bargaining agreement.
- GROUP II All applicants for employment who have two or more years experience in the trade.
- GROUP III All applicants for employment who have one or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market area and who have been employed for at least six (6) months in the last two (2) years in the trade in the geographical area covered by the collective bargaining agreement.
- GROUP IV All other applicants for employment who have experience in the trade and have the necessary qualifications pertaining to their classification.

Section 8.06 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer’s request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of “temporary employees.”

Section 8.07 The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such “temporary employees” and shall replace such “temporary employees” as soon as registered applicants for employment are available under the Referral Procedure.

Section 8.08 "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

Local Union 44 - The following counties in the state of Montana shall be administered by Local 44, IBEW: *Beaverhead, Broadwater, Cascade, Choteau, Deer Lodge, Fergus, Gallatin, Glacier, Granite, Jefferson, Judith Basin, Lewis & Clark, Madison, Meagher, Mineral, Missoula, Park, Pondera, Powell, Petroleum, Ravalli, Sanders, Silver Bow, Sweet Grass, Teton, Toole, Liberty, Hill, Blaine, Phillips, Valley and Wheatland.*

Local Union 532 - The following counties in the state of Montana shall be administered by Local 532, IBEW: *Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, Golden*

Valley, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Wibaux, and Yellowstone.

Local Union 768 – The following counties in the state of Montana shall be administered by Local 768: *all of Flathead, Lake and Lincoln Counties in the State of Montana.*

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

Section 8.09 "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 8.10 An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Outside 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 three and one half (3 ½) years' experience in the trade.

Section 8.11 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 8.12 An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 8.13

- (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, 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 his Group.
- (b) 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 8.14 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 8.15 An Appeals committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 8.16 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 8.04 through 8.14 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 8.17 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 8.18 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 8.19 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Outside Area Training Agreement.

Section 8.20 Any employee who is terminated for a Willful and Wanton Safety Violation will be ineligible for referral for 14 calendar days from the date of his/her termination. If the employee chooses to file a grievance and he or she prevails he or she shall be reinstated and made whole and entitled to all lost wages and benefits. Employers will forward all documented safety violations and near misses to the Local Union within 48 hours of the documented incident.

ARTICLE IX **APPRENTICESHIP AND TRAINING COMMITTEE**

Section 9.01 The Area Training Agreement entered into between the Western Line Constructors Chapter of NECA, and IBEW local union number 44, 532 and 768 as approved by the International President on December 1, 1975, and as amended, shall govern all matters of apprenticeship and training, and financing thereof. Presently, the contribution rate to the Apprenticeship and Training Trust is one and three-quarters percent (1.75%) of the gross monthly labor payroll. Apprentices' wages and ratio of apprentice to Journeymen are specified in the Area Training Agreement.

ARTICLE X **NEBF PENSION FUND**

Section 10.01 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and 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.

ARTICLE XI
EIGHTH DISTRICT PENSION FUND

Section 11.01 Employer Contributions - Each Employer shall contribute to the Eighth District Electrical Pension Fund (the "Fund") the amount listed in "Appendix A and Addendums 1-3" 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 fifteenth (15th) day of each month.

Section 11.02 Trust Agreement - 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.

Section 11.03 Trustees - 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.

Section 11.04 Employer Breach of 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.

ARTICLE XII
EIGHT DISTRICT ANNUITY FUND

Section 12.01 Annuity- Each Employer shall contribute to the Eighth District Electrical Pension Fund Annuity Plan (the Fund) the amount listed in "Appendix A and Addendums 1-3" for each hour worked, for 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 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 breach of this Agreement.

Section 12.02 401(k): Employees performing work covered by this Agreement who are participants in the Eight 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 Employers and Fund administrator an Elective Deferral Authorization (“Authorization”) form approved by the Fund. Employer shall reduce and with hold 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 day of each calendar month.

Effective September 1, 2024 employees can self-contribute to this 401(k) program in increments of \$0.05 up to the maximum allowed by IRS rules. Contributions can be modified in the first pay period of January and July and upon referral.

ARTICLE XIII **HEALTH AND WELFARE FUND**

Section 13.01 Employer Contributions – The parties signatory hereto shall enter into a Health and Welfare Plan for which there is a Trust Agreement, known as the Line Construction Benefit Fund [LINECO], for the purpose of providing insurance benefits for eligible employees and/or their dependents.

Each Employer employing workers under this Agreement shall pay to the Line Construction Benefit Fund up to seven dollars and twenty-five cents (\$7.25) effective June 1, 2024 up to seven dollars and fifty cents (\$7.50) effective January 1, 2025, and up to seven dollars and seventy-five cents (\$7.75) effective January 1, 2026, and up to eight dollars (\$8.00) per hour effective January 1, 2027 for each hour worked by all such employees. Hours worked shall be deemed to include straight-time hours worked, overtime hours worked, and report time not worked.

If the Line Construction Benefit Fund exceeds the specified hourly contribution rate set forth above the excess of the contributions stated herein will be co-paid 60/40, Employer/Employee. The Employee portion will come from the employees current HRA contribution. If on January 1, 2026 the Lineco contribution is less than seven dollars and seventy-five cents (\$7.75) the excess will be added to the employees current HRA contribution amount.

Section 13.02 Remittance of Contributions - Remittance shall be forwarded to the trustees or their designated agent on or before the fifteenth day of each month for each hour worked in weekly pay periods during the preceding month, together with a monthly payroll report on a multicopy form that will be furnished for that purpose by the Trustees of the Fund. "Hours worked" shall be defined to the Health and Welfare Trust Agreement.

Section 13.03 It is understood and intended by the parties of this Agreement that the purpose of this clause is to establish an employer financed Health & Welfare Trust and that contributions thereto shall not be deemed to be wages to which any employee shall have any right other than the right to have such contributions paid over to the Trust Fund in accordance therewith.

Section 13.04 HRA: The Employer also agrees to pay into the Line Construction Benefit Fund \$1.00 per hour (\$1.00 is the required and maximum per hour contribution allowed) effective September 1, 2024 for the term of the Agreement. HRA is calculated on all hours worked for all working classifications covered by this Agreement. These contributions shall be used to provide Health Reimbursements Accounts(s) under the Line Construction Benefit Fund Plan of Benefits.

ARTICLE XIV

ADMINISTRATIVE MAINTENANCE FUND

Section 14.01 ADMINISTRATIVE MAINTENANCE FUND – All employers signatory to this labor agreement shall contribute .5% of their gross monthly labor payroll payable 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 IBEW. Enforcement for delinquent payments to this fund shall be the sole responsibility of the fund.

Section 14.02 NEIF - Each individual employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.
2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year. (Productive electrical payroll is defined as the total wages including overtime paid with

respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

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

ARTICLE XV **CODE OF EXCELLENCE**

Section 15.01 The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XVI **LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)**

Section 16.01 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 16.02 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 16.03 Each employer shall contribute \$0.00. 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 Western Line Constructors Chapter, Inc., NECA, or its designee, shall be the collection agent for this Fund.

Section 16.04 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 XVII

NLMCC

Section 17.01 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor- Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve 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 the industry;
- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) to enhance the involvement of workers in making decisions that affect their working lives; and,
- 10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 17.02 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 17.03 Each employer shall contribute one cent (1¢) per hour worked, up to a maximum of 150,000 hours per year, for work performed under the terms of IBEW Local Union agreements with the Western Line Constructors Chapter, Inc., NECA, Inc. 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 Western Line Constructors Chapter, Inc., NECA, Inc., or its designee, shall be the collection agent for this Fund.

Section 17.04 If any 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 the twenty (\$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 XVIII
SEPARABILITY CLAUSE

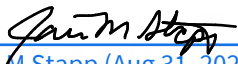
Section 18.01 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

Montana Statewide Outside Construction Agreement between Western Line Constructors Chapter, Inc., NECA, Inc. and Local Union 44, 532 and 768 of the International Brotherhood of Electrical Workers, AFL-CIO.


In WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written, acting by and through their duly authorized officers.

Signed for the Western Line Constructors Chapter, Inc. NECA Inc.

Signed for Local union of the International Brotherhood of Electrical Workers




James M Stapp (Aug 31, 2024 10:24 MDT)
James M. Stapp
President




Scott Klungland (Aug 30, 2024 13:30 MDT)
Scott Klungland
Business Manager, Local Union 44




Shawn Spencer (Sep 3, 2024 08:26 PDT)
Shawn Spencer
Montana Chapter Chairman



Daniel R. DeBolt (Aug 30, 2024 13:45 MDT)
Dan DeBolt
Business Manager, Local Union 532



Jules Weaver (Sep 6, 2024 09:46 MDT)
Jules W. Weaver
Chapter Manager



George Bland
Business Manager, Local Union 768

APPENDIX “A” WAGES

Classifications	Wages			8th District Pension			8th District Annuity		
	9/1/2024	6/1/2025	6/1/2026	9/1/2024	6/1/2025	6/1/2026	9/1/2024	6/1/2025	6/1/2026
General Foreman	\$62.95	\$65.47	\$68.42	\$5.84	\$6.04	\$6.24	\$4.61	\$4.81	\$5.01
Foreman	\$60.20	\$62.61	\$65.43	\$5.84	\$6.04	\$6.24	\$4.45	\$4.65	\$4.85
Journeyman Lineman	\$54.72	\$56.91	\$59.47	\$5.84	\$6.04	\$6.24	\$4.16	\$4.36	\$4.56
Journeyman Equipment Operator – 115% of EO II	\$48.20	\$50.13	\$52.39	\$5.84	\$6.04	\$6.24	\$3.57	\$3.77	\$3.97
Equipment Operator II	\$41.91	\$43.59	\$45.55	\$5.84	\$6.04	\$6.24	\$3.57	\$3.77	\$3.97
Equipment Operator I 85% of EO II	\$35.62	\$37.04	\$38.71	\$5.84	\$6.04	\$6.24	\$3.57	\$3.77	\$3.97
Groundman, Experienced	\$32.72	\$34.03	\$35.56	\$5.84	\$6.04	\$6.24	\$3.12	\$3.32	\$3.52
Groundman, Inexperienced	\$27.52	\$28.62	\$29.91	\$5.84	\$6.04	\$6.24	\$2.83	\$3.03	\$3.23

Apprentices % of J/L for Apprentices

Apprentice 1 st Period 60%	\$32.83	\$34.14	\$35.68	\$5.84	\$6.04	\$6.24	\$3.21	\$3.41	\$3.61
Apprentice 2 nd Period 65%	\$35.56	\$36.98	\$38.64	\$5.84	\$6.04	\$6.24	\$3.40	\$3.60	\$3.80
Apprentice 3 rd Period 70%	\$38.30	\$39.83	\$41.62	\$5.84	\$6.04	\$6.24	\$3.44	\$3.64	\$3.84
Apprentice 4 th Period 75%	\$41.03	\$42.67	\$44.59	\$5.84	\$6.04	\$6.24	\$3.47	\$3.67	\$3.87
Apprentice 5 th Period 80%	\$43.77	\$45.52	\$47.57	\$5.84	\$6.04	\$6.24	\$3.52	\$3.72	\$3.92
Apprentice 6 th Period 85%	\$46.50	\$48.36	\$50.54	\$5.84	\$6.04	\$6.24	\$3.55	\$3.75	\$3.95
Apprentice 7 th Period 90%	\$49.25	\$51.22	\$53.52	\$5.84	\$6.04	\$6.24	\$3.59	\$3.79	\$3.99

Equipment Operator

- a. To be referred out and classified as a Journeyman Equipment Operator you must currently hold a Journeyman Operator ticket and for all others, they must pass the exam administered by the appropriate IBEW Local and you must also obtain an EICA/ANSI Crane Certification. On or before December 31, 2021 existing Journeyman EO’s will have to obtain the EICA/ANSI Crane Certification to hold this classification.
- b. All existing EO’s will be referred out and classified as Equipment Operator II’s as of June 1, 2021 if they don’t meet the requirements of the J-EO.
- c. All other individuals currently referred out as Operators will be referred out and classified as Equipment Operator I on June 1, 2021. Once a EO I reaches 3,000 hours worked in classification they will advance and be classified as an Equipment Operator II. To qualify as an Equipment Operator I you must have 2,000 hours of work experience prior to being referred out and classified as an EO I.

APPENDIX – B GRIEVANCE PROCEDURE

STEP ONE:

A grievance must be filed no later than fifteen (15) calendar days after the date of action complained of, or the date employee became aware of the incident, which is the basis for the grievance, whichever is later. Failure to submit such grievance within such period shall constitute a bar to further action.

If the grievant is an employee, he must present the grievance orally to his immediate supervisor. If the grievant is no longer an employee the grievance can be filed orally by the steward or a business representative, but in either case they must be specific that they are filing a grievance and the articles that were violated.

STEP TWO:

Both parties shall put forth their best efforts to resolve the grievance, once it has been filed in step one, within seventy-two (72) hours. If the grievance is settled in this step, the agreement reached shall be reduced to writing and copies presented to all parties to the grievance. If it is not resolved within seventy-two (72) hours of the oral discussion, step three shall be followed.

STEP THREE:

In the event that the Grievance is not settled by the procedure in Step Two, the Union Business Representative shall, not later than ten (10) calendar days after the completion of Step Two, present the Employer with the Grievance in written form, setting forth the following:

- a. A statement of the Grievance and the facts upon which it is based.
- b. The Section or Sections of the Agreement relied upon or claimed to have been violated.
- c. The remedy or correction which is desired.

In the event either party desires a meeting to discuss the Grievance, the parties shall meet within fifteen (15) calendar days from receipt of said Grievance for the purpose of discussing the Grievance. The party served with written notice of the Grievance shall within fifteen (15) calendar days after the aforementioned meeting, or in the event no meeting is held within ten (10) calendar days after the receipt of the Grievance, answer the Grievance in writing.

STEP FOUR:

In the event the Grievance is not settled in Step Three it shall be referred to the Labor Management Committee.

When an applicant, employee or former employee files a grievance against an employer, the applicant, employee or former employee shall be required to attend all hearings on the matter contained in Step Four of this procedure. If he fails to attend such hearings without good cause, as determined by the Committee, the grievance shall be void; however, if the grievant prevails, the employer will pay for any work time lost for the grievant to attend the hearing(s).

MEMORANDUM OF UNDERSTANDING

Made and entered into this 1st day of July, 2008 between the Western Line Constructors, Chapter NECA hereinafter called the “Employer” and Locals 44, 532 & 768 of the International Brotherhood of Electrical Workers, AFL-CIO hereinafter called the “Union”. This Memorandum shall apply to Employers assenting to the Montana Outside Construction Agreement between Western Line Constructors Chapter, NECA and Locals 44, 532 & 768 of the IBEW [Agreement]. This Memorandum of Understanding shall remain in effect for the current term of the Agreement unless either party cancels this Memorandum by giving ninety (90) days written notice to the other party.

The intent of this memorandum is to make possible the formulation by the Employer of IBEW manned “Combination Crews” to perform underground combination gas and electric utility work. This memorandum does not preclude these Combination Crews from installing other utilities. It is the intent of this memorandum to apply only to joint trench/joint job situations.

Crew make-up shall be as follows:

1. All Composite Crews shall have a Crew Foreman. Such Foreman may be from either Agreement. The Foreman’s rate of pay shall be one hundred five percent (105%) of the Journeyman Lineman’s Rate under the Agreement.
2. Crews consisting of two (2) Journeyman Linemen and one (1) Journeyman Fitter/Welder or URD Tech may perform all joint trench/joint job underground work. This would include URD Dips and Risers.
3. Crews consisting of one (1) Journeyman Lineman and one (1) URD Tech or Journeyman Fitter/Welder may perform joint trench/joint job pressurized gas service work and energized electric service work only.
4. Crews consisting of one (1) Journeyman Lineman and one (1) Journeyman Fitter/Welder or One (1) URD Tech may perform all new de-energized electric and new non-pressurized gas work.

With the exception of the Foreman wages, which will be indexed to one hundred and five percent (105%) of the Journeyman Lineman rate under the Agreement, all wages will be as per the Agreement by which the workmen were referred to the Employer by the Union. All other terms and conditions will be as set forth in the Agreement.

This Memorandum of Understanding is incorporated into the Montana Statewide Outside Construction Agreement.

ADDENDUM I
UNDERGROUND GAS CONSTRUCTION

Section A-1.01 - Scope of Work:

The Scope of Work covered under this Addendum shall be as follows for all gas construction:

- A. All installation of any and all-natural gas piping installation, above and below ground regardless of the type of materials (i.e. metallic, non-metallic, etc.) and all necessary fittings, supports, and all related work including all types of work necessary for the ultimate completion of such gas installations. The moving of men, tools, materials, and equipment; for boring, excavation, trenching, backfilling, and compacting necessary to complete this work shall be done by workmen employed under the terms and conditions of this Addendum.

- B. In connection with all of the above items, it is understood the Scope of this Addendum shall include not only new installation work, but shall also govern the repair, maintenance, or dismantling of such structures, lines, or equipment; the handling and operation of all equipment used to transport men, tools, and or materials on the job site, as well as the equipment used to move, raise, or place materials commonly used in the gas piping industry shall be performed by workmen under this Addendum.

- C. Further work covered shall include the installation of all fiber optic cables, other communication cables, and conduits specifically designed to house fiber optic or communication cables when installed in joint trench when said trench contains natural gas piping.

Section A.-1.02 - Underground Classifications and Wage Rates

The minimum hourly rate of wages shall be as follows:

Classifications	Wages			8 th District Pension			8 th District Annuity		
	9/1/2024	6/1/2025	6/1/2026	9/1/2024	6/1/2025	6/1/2026	9/1/2024	6/1/2025	6/1/2026
Foreman-URD Tech Gas	\$47.27	\$49.16	\$51.37	\$5.84	\$6.04	\$6.24	\$3.62	\$3.82	\$4.02
URD Tech Gas – Combo Crew	\$45.96	\$47.80	\$49.95	\$5.84	\$6.04	\$6.24	\$3.62	\$3.82	\$4.02
URD Tech Gas	\$43.77	\$45.52	\$47.57	\$5.84	\$6.04	\$6.24	\$3.62	\$3.82	\$4.02
Trainee Step 1 70%	\$30.64	\$31.87	\$33.30	\$4.82	\$5.02	\$5.22	\$2.80	\$3.00	\$3.20
Trainee Step 2 75%	\$32.83	\$34.14	\$35.68	\$5.05	\$5.25	\$5.45	\$3.02	\$3.22	\$3.42
Trainee Step 3 80%	\$35.02	\$36.42	\$38.06	\$5.18	\$5.38	\$5.58	\$3.08	\$3.28	\$3.48
Trainee Step 4 90%	\$39.40	\$40.98	\$42.82	\$5.53	\$5.73	\$5.93	\$3.37	\$3.57	\$3.77
Operator – Underground	\$37.78	\$39.29	\$41.06	\$5.84	\$6.04	\$6.24	\$3.62	\$3.82	\$4.02
Trainee Step 1 75%	\$28.34	\$29.47	\$30.80	\$5.05	\$5.25	\$5.45	\$3.02	\$3.22	\$3.42
Trainee Step 1 90%	\$34.00	\$35.36	\$36.95	\$5.53	\$5.73	\$5.93	\$3.37	\$3.57	\$3.77
Groundman – Underground	\$27.97	\$29.09	\$30.40	\$4.69	\$4.89	\$5.09	\$1.20	\$1.40	\$1.60
Foreman-Journeyman Fitter/Welder	\$51.03	\$53.07	\$55.46	\$5.84	\$6.04	\$6.24	\$3.62	\$3.82	\$4.02
Journeyman-Fitter/Welder Combo Crew	\$49.64	\$51.63	\$53.95	\$5.84	\$6.04	\$6.24	\$3.62	\$3.82	\$4.02
Journeyman-Fitter/Welder	\$47.27	\$49.16	\$51.37	\$5.84	\$6.04	\$6.24	\$3.62	\$3.82	\$4.02

Apprenticeship – for J-Fitter/Welder

Step 1 60%	\$28.36	\$29.49	\$30.82	\$5.84	\$6.04	\$6.24	\$3.62	\$3.82	\$4.02
Step 2 65%	\$30.72	\$31.95	\$33.39	\$5.84	\$6.04	\$6.24	\$3.62	\$3.82	\$4.02
Step 3 70%	\$33.09	\$34.41	\$35.96	\$5.84	\$6.04	\$6.24	\$3.62	\$3.82	\$4.02
Step 4 75%	\$35.46	\$36.88	\$38.54	\$5.84	\$6.04	\$6.24	\$3.62	\$3.82	\$4.02
Step 5 80%	\$37.82	\$39.33	\$41.10	\$5.84	\$6.04	\$6.24	\$3.62	\$3.82	\$4.02
Step 6 85%	\$40.18	\$41.79	\$43.67	\$5.84	\$6.04	\$6.24	\$3.62	\$3.82	\$4.02
Step 7 90%	\$42.55	\$44.25	\$46.24	\$5.84	\$6.04	\$6.24	\$3.62	\$3.82	\$4.02

Section A-1.03 – Crew Make-Up

Make up of crews to perform work under this Addendum shall conform to the following:

- A. URD Tech – The URD Tech with a gas certification shall have the necessary skills (in compliance with State Laws or regulations, or local ordinances and regulations) for the making of fusion joints on plastic pipe. The URD Tech with gas certification duties shall include excavation, either by hand or by mechanical means, for gas, duct, cable, and

manhole installation, or material distribution. A URD Tech with gas certification duties shall include the operation of bulldozers, scrapers, backhoes, trenching machines, cable plows, hole digging equipment, power winches, and semi-trailer trucks, boom, and winch trucks of over five tons and boring equipment.

- B. Underground Groundman [UG] – shall be able to operate equipment, limited to only that equipment that was designed to be operated while the operator is on the ground at the time of operation; the UG may assist the URD Tech or Underground Operator in the performance of their duties. UG duties shall include operation of any line truck and light winch and boom trucks of five (5) tons and under, material haul, man haul and light equipment, and the use of jackhammer. He may be used at other UG duties when not so engaged, such as hand digging, unloading, or loading of material, flagman, etc. UG’s shall work under the direction of a Foreman or URD Tech and shall assist them as directed.
- C. Journeyman Fitter/Welder – The duties of the Journeyman Fitter/Welder with a gas fitter/welder certification shall include the welding and joining of steel pipe, including the adaptation from steel to plastic, that is covered by the scope of this Agreement. The Journeyman Fitter/Welder with a gas fitter/welder certification can be an Underground Operator that is upgraded for the purposes of making the necessary preparations and welds for the job. The upgrade can be for the duration necessary to complete the necessary preparations and welds.
- D. The parties recognize that the type of work being performed may require compositing of underground gas and electric crews in order to complete a project.

Section A-1.04 – Tools

Tools – Journeyman Fitter/Welders and URD Tech’s with a gas fitter/welder certification are required to provide themselves with at least the following tools: hammer, Klein type side cutting pliers, pipe wrenches – 12” – 18”, skinning knife, channel lock type pliers, 6 ft. all wood folding rule or a 25’ measuring rule, one crescent type wrench, not over 12”, two screw drivers – light, heavy. The Employer is to furnish all other necessary tools.

Section A-1.05 – Certifications

URD Tech’s with gas/welder certifications, where live high pressure welding is mandatory, shall be administered in compliance with State Laws and/or regulations and certified by the appropriate agency and/or customer.

Section A-1.06 – Crews and Supervision

- (a) Sub-Foreman appointed by the Company shall be URD Tech’s or Underground Fitter/Welder having the following minimum qualifications: Class A CDL License,

competent person card, first aid/cpr card, and all other required OSHA certifications for the type of work being performed.

- (b) Sub-Foreman: The Employer shall appoint one individual as a Sub-Foreman to projects where six men or three or more crews are assigned. As a minimum, Crews comprised of two workmen shall have a Sub-Foreman.

Section A-1.07 – Zone Pay

A flat rate of sixty dollars (\$60.00) per day shall be paid for each day worked.

Section A-1.08 – Portability

Equipment Operators, URD Tech’s and Groundmen shall have restricted portability between the Gas and the Outside Line Construction Agreement between the local Unions, NECA and the Contractor only in the event that all eligible Lineman are employed. Unions will be notified in writing of the “transfer” within 24 hours. There shall be no laying off or missing of time or bumping of employees working under in their agreement.

ADDENDUM 2
LINE INSPECTION WORK

Section A-2.01 – Scope of Work

The Scope of Work covered under this Addendum shall be as follows:

Any excavation around standing poles for the purpose of ground line inspection. Inspection of standing poles for decay and other defects, damage and/or deterioration; Application of wood preservatives to groundline section of standing poles and herbicides/vegetation control; back fillings of excavations made for inspection; stubbing-steel reinforcements; GPS – electronic mapping in conjunction with pole inspection test and treat and the movement of men and materials and use of tools and equipment used in the above listed work.

Section A-2.02 – Zone Pay

A flat rate of sixty dollars (\$60.00) per day shall be paid for each day worked.

Section A-2.03 – Line Inspection Work Classifications and Wage Rates

The minimum hourly rate of wages shall be as follows:

Classifications	Wages			8 th District Pension			8 th District Annuity		
	9/1/2024	6/1/2025	6/1/2026	9/1/2024	6/1/2025	6/1/2026	9/1/2024	6/1/2025	6/1/2026
Foreman-Pole Inspection	\$43.51	\$45.25	\$47.29	\$5.84	\$6.04	\$6.24	\$3.89	\$4.09	\$4.29
Foreman-Restoration/Stubbing	\$46.41	\$48.27	\$50.44	\$5.84	\$6.04	\$6.24	\$3.89	\$4.09	\$4.29
Technician	\$29.45	\$30.63	\$32.01	\$5.84	\$6.04	\$6.24	\$3.00	\$3.20	\$3.40

ADDENDUM 3
JOURNEYMAN SUBSTATION TECHNICIAN CLASSIFICATION

Classifications	Wages			8 th District Pension			8 th District Annuity		
	9/1/2024	6/1/2025	6/1/2026	9/1/2024	6/1/2025	6/1/2026	9/1/2024	6/1/2025	6/1/2026
Foreman Journeyman Substation Tech *1	\$60.20	\$62.61	\$65.43	\$5.84	\$6.04	\$6.24	\$4.45	\$4.65	\$4.85
Journeyman Substation Technician *2	\$54.72	\$56.91	\$59.47	\$5.84	\$6.04	\$6.24	\$4.16	\$4.36	\$4.56
1 st Step Sub Tech (6 - Months) *3	\$32.83	\$34.15	\$35.68	\$3.50	\$3.62	\$3.74	\$2.50	\$2.62	\$2.74
2 nd Step Sub Tech (6 - Months) *4	\$35.57	\$36.99	\$38.66	\$3.80	\$3.93	\$4.06	\$2.70	\$2.83	\$2.96
3 rd Step Sub Tech (6 - Months) *5	\$38.30	\$39.84	\$41.63	\$4.09	\$4.23	\$4.37	\$2.91	\$3.05	\$3.19
4 th Step Sub Tech (6 - Months) *6	\$41.04	\$42.68	\$44.60	\$4.38	\$4.53	\$4.68	\$3.12	\$3.27	\$3.42
5 th Step Sub Tech (6 - Months) *7	\$43.78	\$45.53	\$47.58	\$4.67	\$4.83	\$4.99	\$3.33	\$3.49	\$3.65
6 th Step Sub Tech (6 - Months) *8	\$46.51	\$48.37	\$50.55	\$4.96	\$5.13	\$5.30	\$3.54	\$3.71	\$3.88
7 th Step Sub Tech (6 - Months) *9	\$49.25	\$51.22	\$53.52	\$5.26	\$5.44	\$5.62	\$3.74	\$3.92	\$4.10

1. 100% of the Wage and Benefits of the Foreman classifications in the Montana Statewide Outside Line Construction Agreement.
2. 100% of the Wage and Benefits of the Journeyman Lineman classifications in the Montana Statewide Outside Line Construction Agreement.
3. 60% of the Wage, 8th District Pension, Annuity, and HRA benefits as the Journeyman Substation Technician Classification set forth above.
4. 65% of the Wage, 8th District Pension, Annuity, and HRA benefits as the Journeyman Substation Technician Classification set forth above.
5. 70% of the Wage, 8th District Pension, Annuity, and HRA benefits as the Journeyman Substation Technician Classification set forth above.
6. 75% of the Wage, 8th District Pension, Annuity, and HRA benefits as the Journeyman Substation Technician Classification set forth above.
7. 80% of the Wage, 8th District Pension, Annuity, and HRA benefits as the Journeyman Substation Technician Classification set forth above.

8. 85% of the Wage, 8th District Pension, Annuity, and HRA benefits as the Journeyman Substation Technician Classification set forth above.
9. 90% of the Wage, 8th District Pension, Annuity, and HRA benefits as the Journeyman Substation Technician Classification set forth above.

Scope of Duties and Responsibilities of the Journeyman Substation Technician Classification:

All work performed inside the Substation Fence.

Apprentice Substation Technician:

The Mountain States JATC program has developed and registered with the DOL a 4 – Year (7,000 hour) apprenticeship program.