

INFORMATION TECHNOLOGY CONTRACT

INMATE TELEPHONE SYSTEM COR11-18470

1. PARTIES

THIS CONTRACT is entered into by and between the State of Montana Department of Corrections , (hereinafter referred to as "the State"), whose address and telephone number are PO Box 201301, Helena, MT 59620, 406-444-3980, and Telmate, LLC, (hereinafter referred to as the "Contractor"), whose address and telephone number are 1108 SE Sixth Street, Ontario, OR 97914 and 208-739-8333.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. The contract term is for a period of three years beginning upon execution of a fully signed contract unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not to exceed a total of 10 years, at the option of the State.

3. SERVICES AND/OR SUPPLIES

Contractor agrees to install and provide to State an Inmate Telephone System and subsequent services per the specifications as detailed in the response to the Request for Proposal #11-18470 and Proposal Clarification letter dated November 8, 2010.

4. COSTS AND COMMISSION

4.1 Costs. The costs and expenses of providing the Services, including but not limited to installation charges, materials and labor costs, shall be the sole responsibility of the Contractor and shall not be charged to State except as otherwise expressly provided for.

4.2 Commission. Contractor shall pay to State, commissions in connection with the telephone usage at each Facility. Monthly Commission payments of twenty three thousand dollars (\$23,000) or 25% percent, whichever is greater, on the total gross billable collect, debit, and prepay revenue at each Facility, calculated at the rates set forth in this Contract. Contractor shall be responsible for maintaining records sufficient to permit the proper determination of commissions due to State. Contractor shall send a statement to State setting forth the current commissions due to State.

4.3 Rates The collect, debit, and prepaid call rates shall be: \$0.24 connect fee per call and \$0.12 per minute, as stated in the response to the Request for Proposal #11-18470.

5. PREVAILING WAGE REQUIREMENTS

5.1 Montana Resident Preference. The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in section 18-2-401, MCA. Unless superseded by federal law, Montana law requires that Contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or

nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted in relation to these statutes.

Unless superseded by federal law, each Contractor shall ensure that at least 50% of a Contractor's workers performing labor on a construction project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

5.2 Standard Prevailing Rate of Wages. In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the Contractors, subcontractors, and employers shall pay during the public works contract.

The standard prevailing rate of wages paid to workers under this contract must be adjusted 12 months after the date of the award of the public works contract per section 18-2-417, MCA. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. This adjustment is the sole responsibility of the Contractor and no cost adjustment in this contract will be allowed to fulfill this requirement.

Furthermore, section 18-2-406, MCA, requires that all Contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA.

Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each Contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the Contractor's, subcontractor's, or employer's completion of work on the public works contract. All Contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for Building Construction and Non-Construction Services 2010.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor, or their authorized agents access to any records required to be made available by 18-1-118 MCA, in order to determine contract compliance.

6.2 Retention Period. The Contractor agrees to create and retain records supporting the Inmate Telephone System for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA)

8. LIMITATION OF LIABILITY

The Contractor's liability for contract damages is limited to direct damages and further to no more than twice the contract amount. The Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification, are not subject to a cap on the amount of damages.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. The Contractor's insurance coverage with respect to the Contractor's negligence shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

9.4 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

9.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency, the Contractor will elect to either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than B++ indicating compliance with the required coverages, has been received by the Department of Corrections, Contracts Management Bureau, Attn: Contracts Manager, PO Box 201301,

Helena, MT 59620-1301. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require certificates of insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of this contract. A renewal document must be sent to the Department of Corrections, Contracts Management Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301, upon expiration.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

12. INTELLECTUAL PROPERTY/OWNERSHIP

12.1 Mutual Use. All patent and other legal rights in or to inventions first conceived and reduced to practice, created in whole or in part under this contract, must be available to the State for royalty-free and nonexclusive licensing if necessary to receive the mutually agreed upon benefit under this contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use copyrightable property created under this contract including all deliverables and other materials, products, modifications developed or prepared for the State by the Contractor under this contract or any program code, including site related program code, created, developed, or prepared by the Contractor under or primarily in support of the performance of its specific obligations hereunder, including manuals, training materials, and documentation (the "Work Product").

12.2 Title and Ownership Rights. The State shall retain title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the State (the "content"), but grants the Contractor the right to access and use content for the purpose of complying with its obligations under this contract and any applicable statement of work.

12.3 Ownership of Work Product. The Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the State may reasonably request, to perfect the State's ownership of any Work Product.

12.4 Copy of Work Product. The Contractor shall, at no cost to the State, deliver to the State, upon the State's request during the term or at the expiration or termination of all or part of the Contractor's performance hereunder, a current copy of all Work Product in the form and on the media in use as of the date of the State's request, or as of such expiration or termination, as the case may be.

12.5 Ownership of Contractor Pre-Existing Materials. Literary works or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or rights thereto and derivatives thereof owned by the Contractor at the time this contract is executed or otherwise developed or acquired independent

of this contract and employed by the Contractor in connection with the services provided to the State (the "Contractor Pre-Existing Materials") shall be and remain the property of the Contractor and do not constitute Work Product. The Contractor must provide full disclosure of any Contractor Pre-Existing Materials to the State prior to its use and prove its ownership, provided, however, that if the Contractor fails to disclose to the State such Contractor Pre-Existing Materials, the Contractor shall grant the State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for the State to receive the intended benefit under this contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 12.3 or as may be expressly agreed in any statement of work, the Contractor shall retain title to and ownership of any hardware provided by the Contractor.

13. PATENT AND COPYRIGHT PROTECTION

13.1 Third-Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify the Contractor. The Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at the Contractor's expense. The Contractor will indemnify the State against all costs, damages, and attorney's fees that accrue as a result of such claim. Such indemnification will be conditional upon the following:

- a. the State will promptly notify the Contractor of the claim in writing; and
- b. the State will allow the Contractor to control, and will cooperate with the Contractor in the defense and any related settlement negotiations, provided that:
 - i. the Contractor will permit the State to participate in the defense and settlement of any such claim, at the State's own expense, with counsel of its choosing; and
 - ii. the Contractor shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the State, its elected and appointed officials, agents or employees without the State's prior written consent.

13.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing or replace it with one that is at least functionally equivalent. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State agrees to return the product to the Contractor on written request. The Contractor will then give the State a credit equal to the amount paid to the Contractor for the creation of the Work Product. This is the Contractor's entire obligation to the State regarding a claim of infringement. The State is not precluded from seeking other remedies available to it hereunder, including **Section 9**, and in equity or law for any damages it may sustain due to its inability to continue using such product.

13.3 Claims for Which Contractor is Not Responsible. The Contractor has no obligation regarding any claim based on any of the following except where the Contractor has agreed in writing, either separately or within this contract, to such use that is the basis of the claim:

- a. anything the State provided which is incorporated into a Work Product except:
 - i. where the Contractor knew (and the State did not know) such thing was infringing at the time of its incorporation into a Work Product but failed to advise the State; or
 - ii. where the claim would not have been brought except for such incorporation;
- b. the State's modification of a Work Product furnished under this contract;
- c. the use of a Work Product in a manner that could not be reasonably contemplated within the agreed upon scope of the applicable project; or
- d. infringement by a non-Contractor Work Product alone.

14. CONTRACT OVERSIGHT

14.1 CIO Oversight. The Chief Information Officer (CIO) for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or the issuance of a stop work order.

14.2 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this contract, the State may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand (in no event less than five business days) may, at the State's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this contract.

14.3 Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

15. CONTRACT TERMINATION

15.1 Termination for Cause. The State or the Contractor may, by written notice to the other party, terminate this contract in whole or in part at any time the other party fails to perform this contract pursuant to Section 16, Event of Breach – Remedies.

15.2 Bankruptcy or Receivership. Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination.

15.3 Noncompliance with Department of Administration Requirements. The Department of Administration, pursuant to section 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract execution. In the event of such termination, the State will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this contract must be mutually agreed to by the parties.

15.4 Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

15.5 Termination for Convenience. The State, by providing at least 30 days prior written notice to the Contractor, may terminate for convenience this contract and/or any active projects at any time. In the event this contract is terminated for the convenience of the State, the agency will pay for all accepted work or services performed and accepted deliverables completed in conformance with this contract up to the date of termination.

16. EVENT OF BREACH – REMEDIES

16.1 Event of Breach. Any one or more of the following acts or omissions of the Contractor shall constitute an event of breach:

- a. products or services furnished by the Contractor fail to conform to any requirement of this contract; or
- b. failure to submit any report required by this contract; or
- c. failure to perform any of the other covenants and conditions of this contract, including beginning work under this contract without prior Department of Administration approval.

16.2 Actions in Event of Breach. Upon the occurrence of any material breach of this contract, either party may take either one, or both, of the following actions:

- a. give the breaching party a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater specification of time, 30 days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or
- b. treat this contract as materially breached and pursue any of its remedies at law or in equity, or both.

17. WAIVER OF BREACH

No failure by either party to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other breach on the part of the breaching party.

18. STATE PERSONNEL

18.1 State Contract Manager. The State Contract Manager identified below is the State's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the State. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the State Contract Manager.

The State Contract Manager for this contract is:

Tia Snyder
PO Box 201301
Helena, MT 59620
406-444-4236
406-444-9818 Fax
tsnyder2@mt.gov

18.2 State Project Manager. The State Project Manager identified below will manage the day-to-day project activities on behalf of the State and serve as Contract Liaison for reporting purposes.

The State Project Manager for this contract is:

Dale Tunnell
5 S. Last Chance Gulch
Helena, MT 59601
406-444-4761
dtunnell@mt.gov

19. CONTRACTOR PERSONNEL

19.1 Identification/Substitution of Personnel. The personnel identified or described in the Contractor's proposal shall perform the services provided for the State under this contract. The Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve the Contractor personnel assigned to work under this contract, and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve the Contractor to perform and be responsible for its obligations under this contract. The State reserves the right to require Contractor personnel replacement. In the event that Contractor personnel become unavailable, it will be the Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the work plan.

19.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the State Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

Kevin O'Neil
1108 SE 6th Street
Ontario, OR 97914
208-739-8333
Fax: 541-889-9630
kevin@telmate.com

19.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:

Kathryn Jarrell
188 King Street, Suite 602
San Francisco, CA. 94107
415-845-5347
415-845-5347
Fax: 415-704-3195
kathryn@telmate.com

20. MEETINGS AND REPORTS

20.1 Technical or Contractual Problems. The Contractor is required to meet with the State's personnel, or designated representatives, at no additional cost to the State, to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated by the State. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this contract.

20.2 Progress Meetings. During the term of this contract, the State's Project Manager will plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the State in the performance of their respective obligations. These progress meetings will include the State Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each such meeting, the Contractor shall provide the State with a written status report that identifies any problem or circumstance encountered by the Contractor, or of which the Contractor gained knowledge during the period since the last such status report, which may prevent the Contractor from

completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the State to perform its obligation under this contract. The Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

20.3 Failure to Notify. In the event the Contractor fails to specify in writing any problem or circumstance that materially impacts the costs of its delivery hereunder, including a material breach by the State, about which the Contractor knew or reasonably should have known with respect to the period during the term covered by the Contractor's status report, the Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope; provided, however, that the Contractor shall be relieved of its performance obligations to the extent the acts or omissions of the State prevent such performance.

20.4 State's Failure or Delay. For a problem or circumstance identified in the Contractor's status report in which the Contractor claims was the result of the State's failure or delay in discharging any State obligation, the State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by the Contractor. If the State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

21. CONTRACTOR PERFORMANCE ASSESSMENTS

21.1 Assessments. The State may conduct assessments of the Contractor's performance. The Contractor will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

21.2 Record. Completed assessments may be kept on record at the State's Information Technology Services Division and may serve as past performance data. Past performance data will be available to assist agencies in the selection of IT service providers for future projects. Past performance data may also be utilized in future procurement efforts.

22. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

23. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

24. SCOPE, AMENDMENT, AND INTERPRETATION

24.1 Contract. This contract consists of 11 numbered pages, any Attachments as required, RFP11-18470, as amended, and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is as follows: 1) amendments to this contract, 2) this contract, 3) the applicable statement of work, 4) RFP11-18470, as amended, and 5) the Contractor's RFP response, as amended.

24.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

25. EXECUTION

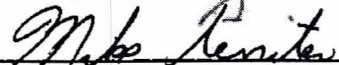
The parties through their authorized agents have executed this contract on the dates set out below.

Montana Department of Corrections
PO Box 201301
Helena, MT 59620

Telmate, LLC
1108 SE Sixth Street
Ontario, OR 07014
Federal ID# 27-0317304

BY: _____

Mike Ferriter, Director
Montana Department of Corrections




(Signature)

DATE: 2/1/11

BY: _____

Kevin O'Neil



(Signature)

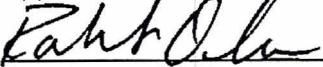
DATE: 2/2/11

Approved as to Legal Content:

 1/26/11

Legal Counsel (Date)

Approved as to Form:

 1/24/2011

Procurement Officer (Date)
State Procurement Bureau

Chief Information Officer Approval:

The Contractor is notified that pursuant to section 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

 1-17-11

Chief Information Officer (Date)
Department of Administration

ATTACHMENT A

PREVAILING WAGES RATES FOR BUILDING CONSTRUCTION 2010
Effective: February 12, 2010

PREVAILING WAGES RATES FOR NON-CONSTRUCTION SERVICES 2010
Effective: February 12, 2010

These rates are not available electronically and have been included as a separate attachment.

**MONTANA
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION 2011**

Effective: January 27, 2011

**Brian Schweitzer, Governor
State of Montana**

**Keith Kelly, Commissioner
Department of Labor and Industry**

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at www.mtwagehourbopa.com or contact them at:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

The Labor Standards Bureau welcomes questions, comments and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated, has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of 18-2-401, et seq., Montana Code Annotated. It is required that each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

KEITH KELLY
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 27, 2011

B. Definition of Building Construction

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that building construction occupations are defined to be those performed by a person engaged in a recognized trade or craft, or any skilled, semiskilled, or unskilled manual labor related to the construction, alteration, or repair of a public building or facility, and does not include engineering, superintendence, management, office or clerical work.

The Administrative Rules of Montana (ARM) 24.17.501(2) – 2(a), Public Works Contracts for Construction Services Subject to Prevailing Wage Rates, states: *“Building construction projects generally are the constructions of sheltered enclosures with walk-in access for housing persons, machinery, equipment, or supplies. It includes all construction of such structures, incidental installation of utilities and equipment, both above and below grade level, as well as incidental grading, utilities and paving.”*

Examples of building construction include, but are not limited to, alterations and additions to buildings, apartment buildings (5 stories and above), arenas (closed), auditoriums, automobile parking garages, banks and financial buildings, barracks, churches, city halls, civic centers, commercial buildings, court houses, detention facilities, dormitories, farm buildings, fire stations, hospitals, hotels, industrial buildings, institutional buildings, libraries, mausoleums, motels, museums, nursing and convalescent facilities, office buildings, out-patient clinics, passenger and freight terminal buildings, police stations, post offices, power plants, prefabricated buildings, remodeling buildings, renovating buildings, repairing buildings, restaurants, schools, service stations, shopping centers, stores, subway stations, theaters, warehouses, water and sewage treatment plants (buildings only), etc.”

C. Definition of Public Works Contract

Montana Code Annotated 18-2-401(11)(a), defines “public works contract” as *“a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”*

D. Prevailing Wage Schedule

This publication covers only Building Construction occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy Construction, Highway Construction, and Nonconstruction Services occupations can be found on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

E. Rates to use for Projects

Rates to be used on a public works project are those that are in effect at the time the project and bid specifications are advertised.

F. Wage rate adjustments for multiyear contracts

Section 18-2-417, Montana Code Annotated states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, Montana Code Annotated states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”

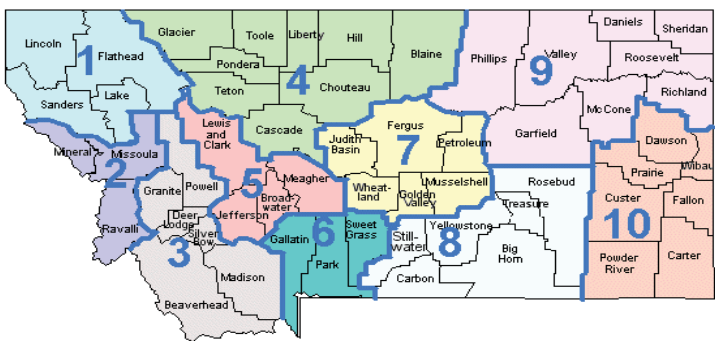
Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Per Diem

Per Diem typically covers the costs associated with board and lodging expenses and are paid when an employee is required to work at a location outside the daily commuting distance and is required to stay overnight or longer.

I. Prevailing Wage Districts

Montana counties are aggregated into 10 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:



J. Computing Travel Benefits

Travel pay, for the purposes of public works projects, shall be determined by measuring the road miles (one way) over the shortest practical maintained route from *the county courthouse of the designated city for each district or the employee's home, whichever is closer, to the center of the job*. Each city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 - Kalispell: includes Flathead, Lake, Lincoln, and Sanders Counties

District 2 - Missoula: includes Mineral, Missoula, and Ravalli Counties

District 3 - Butte: includes Beaverhead, Deer Lodge, Granite, Madison, Powell, and Silver Bow Counties

District 4 - Great Falls: includes Blaine, Cascade, Chouteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole Counties

District 5 - Helena: includes Broadwater, Jefferson, Lewis and Clark, and Meagher Counties

District 6 - Bozeman: includes Gallatin, Park, and Sweet Grass Counties

District 7 - Lewistown: includes Fergus, Golden Valley, Judith Basin, Musselshell, Petroleum, and Wheatland Counties

District 8 - Billings: includes Big Horn, Carbon, Rosebud, Stillwater, Treasure, and Yellowstone Counties

District 9 - Glasgow: includes Daniels, Garfield, McCone, Phillips, Richland, Roosevelt, Sheridan, and Valley Counties

District 10 - Miles City: includes Carter, Custer, Dawson, Fallon, Prairie, Powder River, and Wibaux Counties

When travel pay is applicable and is shown as an additional amount added to base pay, it means for hours worked on the project, not time spent traveling.

K. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), Montana Code Annotated states, “...*The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.*” Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate prevailing wage rate when working on a public works contract.

L. Posting Notice of Prevailing Wages

Section 18-2-406, Montana Code Annotated provides that contractors, subcontractors and employers who are “*performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.*”

M. Employment Preference

Sections 18-2-403 and 18-2-409, Montana Code Annotated requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

N. Building Construction Occupations Website

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

http://www.bls.gov/oes/current/oes_stru.htm

O. Welders' Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

P. Foremans' Rates

Rates are no longer set for foreman. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

WAGE RATES

BOILERMAKERS

	Wage	Benefit
District 1	\$30.16	\$22.24
District 2	\$30.16	\$22.24
District 3	\$30.16	\$22.24
District 4	\$30.16	\$22.24
District 5	\$30.16	\$22.24
District 6	\$30.16	\$22.24
District 7	\$30.16	\$22.24
District 8	\$30.16	\$22.24
District 9	\$30.16	\$22.24
District 10	\$30.16	\$22.24

Travel:

All Districts

0-70 mi. free zone

>70-120 mi. \$55/day

>120 mi. \$70/day + current federal mileage rate/mi.

BRICK, BLOCK, AND STONE MASONS

	Wage	Benefit
District 1	\$26.06	\$ 9.35
District 2	\$26.06	\$ 9.35
District 3	\$26.06	\$ 9.35
District 4	\$25.16	\$ 9.35
District 5	\$25.16	\$ 9.35
District 6	\$25.16	\$ 9.35
District 7	\$25.16	\$ 9.35
District 8	\$25.16	\$ 9.35
District 9	\$25.16	\$ 9.35
District 10	\$25.16	\$ 9.35

Travel:

All Districts

0-45 mi. free zone

>45-60 mi. \$25/day

>60-90 mi. \$55/day

>90 mi. \$65/day

CARPENTERS

	Wage	Benefit
District 1	\$20.57	\$6.26
District 2	\$20.82	\$9.39
District 3	\$23.70	\$7.90
District 4	\$19.74	\$8.74
District 5	\$19.25	\$6.62
District 6	\$19.25	\$6.94
District 7	\$19.74	\$9.09
District 8	\$19.74	\$9.09
District 9	\$17.39	\$2.15
District 10	\$19.74	\$9.09

Travel:

Districts 1 & 2

0-30 mi. free zone
>30-50 mi. \$20/day
>50 mi. \$30/day

District 3

0-30 mi. free zone
>30-50 mi. \$18/day
>50 mi. \$25/day

District 4

0-15 mi. free zone
>15-30 mi. base pay + \$2.50/hr
>30-50 mi. base pay + \$3.75/hr
>50 mi. base pay + \$6.25/hr

Districts 5 & 6

0-15 mi. free zone
>15-30 mi. base pay + \$1.00/hr
>30-50 mi. base pay + \$1.50/hr
>50 mi. base pay + \$2.00/hr

Districts 7-10

0-30 mi. free zone
>30-60 mi. base pay + \$3.70/hr
>60 mi. base pay + \$5.60/hr

Duties Include:

Install roll and batt insulation.

CEMENT MASONS

	Wage	Benefit
District 1	\$18.33	\$7.96
District 2	\$18.33	\$7.96
District 3	\$20.24	\$7.96
District 4	\$18.33	\$7.96
District 5	\$18.33	\$7.96
District 6	\$18.33	\$7.96
District 7	\$18.33	\$7.96
District 8	\$16.00	\$6.80
District 9	\$18.33	\$7.96
District 10	\$18.33	\$7.96

Travel:

Districts 1 & 2

0-30 mi. free zone
>30-60 mi. base pay + \$1.05/hr
>60 mi. base pay + \$1.50/hr

Districts 3-10

0-30 mi. free zone
>30-60 mi. base pay + \$2.95/hr
>60 mi. base pay + \$4.75/hr

Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	Wage	Benefit
District 1	\$23.94	\$9.50
District 2	\$23.94	\$9.50
District 3	\$23.94	\$9.50
District 4	\$23.94	\$9.50
District 5	\$23.94	\$9.50
District 6	\$23.94	\$9.50
District 7	\$23.94	\$9.50
District 8	\$23.94	\$9.50
District 9	\$23.94	\$9.50
District 10	\$23.94	\$9.50

Travel:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr

>60 mi. base pay + \$5.50/hr

This group includes but is not limited to:

Air Doctor; Backhoe\Excavator\Shovel, to and incl. 3 cu.yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu.yd to and inc. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	Wage	Benefit
District 1	\$24.34	\$9.50
District 2	\$24.34	\$9.50
District 3	\$24.34	\$9.50
District 4	\$24.34	\$9.50
District 5	\$24.34	\$9.50
District 6	\$24.34	\$9.50
District 7	\$24.34	\$9.50
District 8	\$24.34	\$9.50
District 9	\$24.34	\$9.50
District 10	\$24.34	\$9.50

Travel:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr

>60 mi. base pay + \$5.50/hr

This group includes but is not limited to:

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	Wage	Benefit
District 1	\$25.00	\$9.50
District 2	\$25.00	\$9.50
District 3	\$25.00	\$9.50
District 4	\$25.00	\$9.50
District 5	\$25.00	\$9.50
District 6	\$25.00	\$9.50
District 7	\$25.00	\$9.50
District 8	\$25.00	\$9.50
District 9	\$25.00	\$9.50
District 10	\$25.00	\$9.50

Travel:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr
>60 mi. base pay + \$5.50/hr

This group includes but is not limited to:
Asphalt\Hot Plant Operator; Cranes, 25 tons to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	Wage	Benefit
District 1	\$25.50	\$9.50
District 2	\$25.50	\$9.50
District 3	\$25.50	\$9.50
District 4	\$25.50	\$9.50
District 5	\$25.50	\$9.50
District 6	\$25.50	\$9.50
District 7	\$25.50	\$9.50
District 8	\$25.50	\$9.50
District 9	\$25.50	\$9.50
District 10	\$25.50	\$9.50

Travel:
All Districts
>0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr
>60 mi. base pay + \$5.50/hr

This group includes but is not limited to:
Cranes, 45 tons to and incl.74 tons.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	Wage	Benefit
District 1	\$26.60	\$9.50
District 2	\$26.60	\$9.50
District 3	\$26.60	\$9.50
District 4	\$26.60	\$9.50
District 5	\$26.60	\$9.50
District 6	\$26.60	\$9.50
District 7	\$26.60	\$9.50
District 8	\$26.60	\$9.50
District 9	\$26.60	\$9.50
District 10	\$26.60	\$9.50

Travel:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr
>60 mi. base pay + \$5.50/hr

This group includes but is not limited to:
Cranes, 75 tons to and incl.149 tons; Cranes, Whirley (All).

CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	Wage	Benefit
District 1	\$27.10	\$9.50
District 2	\$27.10	\$9.50
District 3	\$27.10	\$9.50
District 4	\$27.10	\$9.50
District 5	\$27.10	\$9.50
District 6	\$27.10	\$9.50
District 7	\$27.10	\$9.50
District 8	\$27.10	\$9.50
District 9	\$27.10	\$9.50
District 10	\$27.10	\$9.50

Travel:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr

>60 mi. base pay + \$5.50/hr

This group includes but is not limited to:

Cranes, 150 tons to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

CONSTRUCTION LABORERS GROUP 1

	Wage	Benefit
District 1	\$18.88	\$7.27
District 2	\$18.88	\$7.27
District 3	\$16.30	\$6.52
District 4	\$16.30	\$6.52
District 5	\$16.30	\$6.52
District 6	\$16.30	\$6.52
District 7	\$16.30	\$6.52
District 8	\$16.30	\$6.52
District 9	\$16.30	\$6.52
District 10	\$16.30	\$6.52

Travel:

Districts 1 & 2

0-30 mi. free zone

>30-60 mi. base pay + \$1.50/hr

>60 mi. base pay + \$2.00/hr

District 3-10

0-15 mi. free zone

>15-30 mi. base pay + \$0.65/hr

>30-50 mi. base pay + \$0.85/hr

>50 mi. base pay + \$1.25/hr

Occupation:

Flagpersons

CONSTRUCTION LABORERS GROUP 2

	Wage	Benefit
District 1	\$19.13	\$3.24
District 2	\$18.03	\$4.44
District 3	\$17.43	\$5.41
District 4	\$17.25	\$6.52
District 5	\$17.59	\$6.51
District 6	\$18.19	\$6.84
District 7	\$17.52	\$6.52
District 8	\$14.68	\$4.50
District 9	\$17.25	\$2.66
District 10	\$14.31	\$5.69

Travel:

Districts 1 & 2

0-30 mi. free zone
 >30-60 mi. base pay + \$1.50/hr
 >60 mi. base pay + \$2.00/hr

District 3 & 6

0-15 mi. free zone
 >15-30 mi. base pay + \$0.65/hr
 >30-50 mi. base pay + \$0.75/hr
 >50 mi. base pay + \$1.25/hr

District 5

0-15 mi. free zone
 >15-30 mi. base pay + \$0.9./hr
 >30-50 mi. base pay + \$1.31/hr
 >50 mi. base pay + \$2.09/hr

Districts 4, 7-10

0-15 mi. free zone
 >15-30 mi. base pay + \$0.65/hr
 >30-50 mi. base pay + \$0.85/hr
 >50 mi. base pay + \$1.25/hr

This group includes but is not limited to:

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

CONSTRUCTION LABORERS GROUP 3

	Wage	Benefit
District 1	\$19.28	\$7.27
District 2	\$19.28	\$7.27
District 3	\$18.14	\$7.55
District 4	\$17.30	\$6.52
District 5	\$18.14	\$7.55
District 6	\$18.13	\$5.90
District 7	\$17.30	\$6.52
District 8	\$17.30	\$6.52
District 9	\$17.30	\$6.52
District 10	\$17.30	\$6.52

Travel:

Districts 1 & 2

0-30 mi. free zone
 >30-60 mi. base pay + \$1.50/hr
 >60 mi. base pay + \$2.00/hr

Districts 3, 5, 6

0-15 mi. free zone
 >15-30 mi. base pay + \$0.93/hr
 >30-50 mi. base pay + \$1.31/hr
 >50 mi. base pay + \$2.09/hr

District 4, 7-10

0-15 mi. free zone
 >15-30 mi. base pay + \$0.65/hr
 >30-50 mi. base pay + \$0.85/hr
 >50 mi. base pay + \$1.25/hr

This group includes but is not limited to:

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

CONSTRUCTION LABORERS GROUP 4

	Wage	Benefit
District 1	\$22.48	\$7.27
District 2	\$18.89	\$7.27
District 3	\$18.86	\$7.55
District 4	\$17.35	\$6.52
District 5	\$18.86	\$7.55
District 6	\$18.86	\$6.22
District 7	\$17.35	\$6.52
District 8	\$17.35	\$6.52
District 9	\$17.35	\$6.52
District 10	\$17.35	\$6.52

Travel:

Districts 1 & 2

0-30 mi. free zone
>30-60 mi. base pay + \$1.50/hr
>60 mi. base pay + \$2.00/hr

Districts 3, 5, 6

>0-15 mi. free zone
>15-30 mi. base pay + \$0.93/hr
>30-50 mi. base pay + \$1.31/hr
>50 mi. base pay + \$2.09/hr

District 4, 7-10

0-15 mi. free zone
>15-30 mi. base pay + \$0.65/hr
>30-50 mi. base pay + \$0.85/hr
>50 mi. base pay + \$1.25/hr

This group includes but is not limited to:

Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete) Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder including Air Arc.

Note: ***Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

DRYWALL APPLICATORS

	Wage	Benefit
District 1	\$20.90	\$ 5.61
District 2	\$20.90	\$10.06
District 3	\$24.00	\$ 7.90
District 4	\$16.46	\$ 7.85
District 5	\$19.25	\$ 9.45
District 6	\$19.25	\$ 9.45
District 7	\$19.74	\$ 9.09
District 8	\$16.06	\$ 9.09
District 9	\$19.74	\$ 9.09
District 10	\$19.74	\$ 9.09

Travel:

Districts 1 & 2

0-30 mi. free zone
>30-50 mi. \$20/day
>50 mi. \$30/day

District 3

0-30 mi. free zone
>30-50 mi. \$18/day
>50 mi. \$25/day

District 4

0-15 mi. free zone
>15-30 mi. base pay + \$2.50/hr
>30-50 mi. base pay + \$3.75/hr
>50 mi. base pay + \$6.25/hr

Districts 5 & 6

0-15 mi. free zone
>15-30 mi. base pay + \$1.00/hr
>30-50 mi. base pay + \$1.50/hr
>50 mi. base pay + \$2.00/hr

Districts 7-10

0-30 mi. free zone
>30-60 mi. base pay + \$3.70/hr
>60 mi. base pay + \$5.60/hr

Duties Include:

Drywall and ceiling tile installation.

ELECTRICIANS (INCLUDING BUILDING AUTOMATION CONTROL)

	Wage	Benefit
District 1	\$27.02	\$10.37
District 2	\$26.39	\$ 4.88
District 3	\$26.80	\$10.59
District 4	\$28.26	\$ 9.15
District 5	\$28.26	\$ 9.15
District 6	\$26.61	\$ 9.20
District 7	\$28.26	\$ 9.15
District 8	\$29.38	\$ 9.88
District 9	\$29.38	\$ 9.88
District 10	\$29.38	\$ 9.88

Travel:

Districts 1 & 2

0-10 mi. free zone
 >10-45 mi. \$0.585/mi.
 >45 mi. \$65/day

District 3

0-10 mi. free zone
 >10-55 mi. current federal mileage rate/mi.
 >55 mi. \$60/day + current federal mileage rate/mi.

Districts 4, 5, 7

0-8 mi. free zone
 >8-50 mi. current federal mileage rate/mi.
 >50 mi. \$55/day

District 6

0-18 mi. free zone
 >18-60 mi. current federal mileage rate/mi.
 >60 mi. \$65/day
 Big Sky and West Yellowstone \$75/day

Districts 8, 9, 10

0-18 mi. free zone
 >18-60 mi. current federal mileage rate/mi.
 >60 mi. \$75/day

Duties Include:

Electrical wiring; equipment and fixtures; street lights; electrical control systems. . Installation and/or adjusting of building automation controls also during testing and balancing, commissioning and retro-commissioning.

ELEVATOR CONSTRUCTORS

	Wage	Benefit
District 1	\$44.14	\$24.98
District 2	\$44.14	\$24.98
District 3	\$44.14	\$24.98
District 4	\$44.14	\$24.98
District 5	\$44.14	\$24.98
District 6	\$44.14	\$24.98
District 7	\$44.14	\$24.98
District 8	\$44.14	\$24.98
District 9	\$44.14	\$24.98
District 10	\$44.14	\$24.98

Travel:

All Districts

0-15 mi. free zone
 >15-25 mi. \$35.27/day
 >25-35 mi. \$70.54/day
 >35 mi. \$72.55/day + \$0.66/mi.

FLOOR LAYERS

	Wage	Benefit
District 1	\$17.35	\$6.23
District 2	\$17.35	\$6.23
District 3	\$20.00	\$8.18
District 4	\$17.35	\$6.23
District 5	\$17.35	\$6.23
District 6	\$20.00	\$8.18
District 7	\$20.00	\$8.18
District 8	\$20.00	\$8.18
District 9	\$17.35	\$6.23
District 10	\$20.00	\$8.18

Travel:
All Districts
0-10 mi. free zone
>10 mi. \$0.40/mi.

Per Diem:
All Districts
\$32/day

Duties Include:
Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors, including carpets. Scrap, sand, and apply of coats of finish to wooden floors.

GLAZIERS

	Wage	Benefit
District 1	\$17.35	\$2.85
District 2	\$15.13	\$6.23
District 3	\$20.00	\$8.18
District 4	\$17.35	\$6.23
District 5	\$15.65	\$0.70
District 6	\$19.32	\$3.47
District 7	\$20.00	\$8.18
District 8	\$15.53	\$2.56
District 9	\$16.95	\$6.23
District 10	\$17.46	\$8.11

Travel:
All Districts
0-10 mi. free zone
>10 mi. \$0.40/mi.

Per Diem:
All Districts
\$32/day

INSULATION WORKERS-MECHANICAL (HEAT AND FROST)

	Wage	Benefit
District 1	\$25.74	\$13.80
District 2	\$25.74	\$13.80
District 3	\$25.74	\$13.80
District 4	\$25.74	\$13.80
District 5	\$25.74	\$13.80
District 6	\$25.74	\$13.80
District 7	\$25.74	\$13.80
District 8	\$25.74	\$13.80
District 9	\$25.74	\$13.80
District 10	\$25.74	\$13.80

Travel:
All Districts
0-30 mi. free zone
>30-40 mi. \$16.50/day
>40-50 mi. \$21/day
>50-60 mi. \$26.50/day
>60 mi. \$37.50/day

Per Diem:
All Districts
\$65/day + \$0.40/mi

Duties Include:
Insulate pipes, ductwork or other mechanical systems.

IRONWORKERS-STRUCTURAL STEEL AND REBAR PLACERS

	Wage	Benefit
District 1	\$25.34	\$16.58
District 2	\$25.34	\$16.58
District 3	\$25.30	\$16.31
District 4	\$25.30	\$16.31
District 5	\$25.30	\$16.31
District 6	\$25.30	\$16.31
District 7	\$25.30	\$16.31
District 8	\$25.30	\$16.31
District 9	\$25.30	\$16.31
District 10	\$25.30	\$16.31

Travel:

Districts 1 & 2

0-45 mi. free zone
 >45-60 mi. \$30/day
 >60-100 mi. \$55/day
 >100 mi. \$75/day + \$0.50/mi.

Districts 3-10

0-45 mi. free zone
 >45-85 mi. \$45/day
 >85 mi. \$75/day

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

MILLWRIGHTS

	Wage	Benefit
District 1	\$24.90	\$10.06
District 2	\$24.90	\$10.06
District 3	\$23.74	\$ 9.09
District 4	\$23.74	\$ 9.09
District 5	\$23.74	\$ 9.09
District 6	\$23.74	\$ 9.09
District 7	\$23.74	\$ 9.09
District 8	\$23.74	\$ 9.09
District 9	\$23.74	\$ 9.09
District 10	\$23.74	\$ 9.09

Travel:

Districts 1 & 2

0-30 mi. free zone
 >30-50 mi. \$20/day
 >50 mi. \$30/day

District 3

0-30 mi. free zone
 >30-50 mi. \$18/day
 >50 mi. \$25/day

District 4

0-15 mi. free zone
 >15-30 mi. base pay + \$2.50/hr
 >30-50 mi. base pay + \$3.75/hr
 >50 mi. base pay + \$6.25/hr

Districts 5 & 6

0-15 mi. free zone
 >15-30 mi. base pay + \$1.00/hr
 >30-50 mi. base pay + \$1.50/hr
 >50 mi. base pay + \$2.00/hr

Districts 7-10

0-30 mi. free zone
 >30-60 mi. base pay + \$3.70/hr
 >60 mi. base pay + \$5.60/hr

PAINTERS (Including Paperhanger)

	Wage	Benefit
District 1	\$16.80	\$1.82
District 2	\$17.27	\$6.23
District 3	\$20.00	\$8.18
District 4	\$17.35	\$6.23
District 5	\$17.35	\$6.23
District 6	\$18.00	\$2.20
District 7	\$20.00	\$8.18
District 8	\$16.25	\$2.00
District 9	\$14.40	\$6.23
District 10	\$14.40	\$6.23

Travel:
All Districts
0-10 mi. free zone
>10 mi. \$0.40/mi.

Per Diem:
All Districts
\$32/day

PILE BUCKS

	Wage	Benefit
District 1	\$19.99	\$ 9.09
District 2	\$20.45	\$10.06
District 3	\$24.50	\$ 7.90
District 4	\$19.99	\$ 9.09
District 5	\$19.99	\$ 9.09
District 6	\$19.99	\$ 9.09
District 7	\$19.99	\$ 9.09
District 8	\$19.99	\$ 9.09
District 9	\$19.99	\$ 9.09
District 10	\$19.99	\$ 9.09

Travel:
Districts 1 & 2
0-30 mi. free zone
>30-50 mi. \$20/day
>50 mi. \$30/day

District 3
0-30 mi. free zone
>30-50 mi. \$18/day
>50 mi. \$25/day

District 4
0-15 mi. free zone
>15-30 mi. base pay + \$2.50/hr
>30-50 mi. base pay + \$3.75/hr
>50 mi. base pay + \$6.25/hr

Districts 5 & 6
0-15 mi. free zone
>15-30 mi. base pay + \$1.00/hr
>30-50 mi. base pay + \$1.50/hr
>50 mi. base pay + \$2.00/hr

Districts 7-10
0-30 mi. free zone
>30-60 mi. base pay + \$3.70/hr
>60 mi. base pay + \$5.60/hr

Duties Include:
Set up crane; set up hammer; weld tips on piles;
set leads; insure piles are driven straight with the
use of level or plum bob. Give direction to crane
operator as to speed, and direction of swing. Cut
piles to grade.

PLASTERERS

	Wage	Benefit
District 1	\$18.33	\$7.96
District 2	\$18.33	\$7.96
District 3	\$20.24	\$7.96
District 4	\$18.33	\$7.96
District 5	\$18.33	\$7.96
District 6	\$18.33	\$7.96
District 7	\$18.33	\$7.96
District 8	\$16.00	\$6.80
District 9	\$18.33	\$7.96
District 10	\$18.33	\$7.96

Travel:

Districts 1 & 2

0-30 mi. free zone
>30-60 mi. base pay + \$1.05/hr
>60 mi. base pay + \$1.50/hr

Districts 3-10

0-30 mi. free zone
>30-60 mi. base pay + \$2.95/hr
>60 mi. base pay + \$4.75/hr

PLUMBERS, PIPEFITTERS AND STEAMFITTERS

	Wage	Benefit
District 1	\$27.51	\$12.08
District 2	\$26.34	\$10.02
District 3	\$28.50	\$10.85
District 4	\$28.50	\$10.85
District 5	\$28.50	\$10.85
District 6	\$26.95	\$ 8.50
District 7	\$28.25	\$13.50
District 8	\$28.25	\$13.50
District 9	\$28.25	\$13.50
District 10	\$28.25	\$13.50

Travel:

Districts 1 & 2

0-30 mi. free zone
>30-50 mi. \$20/day
>50-75 mi. \$35/day
>75 mi. \$70/day + \$0.35 mi. first and last day
(\$0.35 applies if transportation is not provided)

Per Diem:

Districts 1 & 2

\$70/day

Travel:

Districts 3, 4, 5, 6

0-40 mi. free zone
>40-80 mi. \$30/day
>80 mi. \$60/day

If employer provides transportation travel pay will be ½ of the amounts listed above, unless the employee stays overnight. If the employee chooses to stay overnight, the employee will receive the full amount of travel listed above even if the employer provides transportation.

Travel:

Districts 7, 8, 9, 10

0-40 mi. free zone
>40 mi. \$0.55/mi.

Per Diem:

Districts 7, 8, 9, 10

\$75/day

Duties Include:

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

ROOFERS

	Wage	Benefit
District 1	\$22.04	\$9.22
District 2	\$22.04	\$9.22
District 3	\$19.50	\$6.92
District 4	\$19.50	\$6.92
District 5	\$19.50	\$4.73
District 6	\$16.94	\$4.12
District 7	\$17.80	\$0.54
District 8	\$15.50	\$0.54
District 9	\$14.90	\$0.54
District 10	\$15.16	\$0.54

Travel:

Districts 1 & 2

0-50 mi. free zone

>50 mi. \$0.30/mi. one way in employer vehicle

\$0.30/mi. both ways in employee vehicle

Per Diem:

Districts 1 & 2

\$50/day (except last day)

\$25 last day

Travel:

Districts 3, 4, 5, 6

No travel required.

Per Diem:

Districts 3, 4, 5, 6

Room + \$23/day.

Travel:

Districts 7, 8, 9, 10

0-30 mi. free zone

>30 mi. \$0.25/mi. (employee vehicle only)

No travel to be paid when employer is furnishing transportation.

Per Diem:

Districts 7, 8, 9, 10

\$35/day

SHEET METAL WORKERS AND HEATING AND AIR CONDITIONING

	Wage	Benefit
District 1	\$24.24	\$13.24
District 2	\$25.10	\$13.24
District 3	\$26.24	\$13.24
District 4	\$26.24	\$13.24
District 5	\$26.24	\$13.24
District 6	\$26.24	\$13.24
District 7	\$26.24	\$13.24
District 8	\$26.24	\$13.24
District 9	\$26.24	\$13.24
District 10	\$18.00	\$ 6.30

Travel:

All Districts

0-30 mi. free zone

>30 mi. \$0.25/mi. in employer vehicle

\$0.55/mi in employee vehicle

Per Diem:

All Districts

\$50/day

Duties Include:

Testing and balancing, commissioning and retro-commissioning, of all air-handling equipment and duct work.

SPRINKLER FITTERS

	Wage	Benefit
District 1	\$29.00	\$13.10
District 2	\$29.00	\$13.10
District 3	\$29.00	\$13.10
District 4	\$29.00	\$13.10
District 5	\$29.00	\$13.10
District 6	\$29.00	\$13.10
District 7	\$29.00	\$13.10
District 8	\$28.61	\$11.35
District 9	\$28.00	\$13.10
District 10	\$29.00	\$13.10

Travel:
All Districts
0-60 mi. free zone
>60-80 mi. \$15/day
>80-100 mi. \$25/day

Per Diem:
All Districts
>100 mi. \$75/day + \$0.40/mi. + ¼ of the prevailing wage rate for every 15 mi. traveled, first and last day.

When an employer provides transportation for the employees, the employer shall not be required pay travel expenses but is required to pay the per diem. No per diem shall be required when the employer furnishes transportation and the employee chooses to travel back and forth.

TAPERS

	Wage	Benefit
District 1	\$17.35	\$6.23
District 2	\$17.35	\$6.23
District 3	\$20.00	\$8.18
District 4	\$17.35	\$6.23
District 5	\$17.35	\$6.23
District 6	\$20.00	\$8.18
District 7	\$20.00	\$8.18
District 8	\$20.00	\$8.18
District 9	\$17.35	\$6.23
District 10	\$20.00	\$8.18

Travel:
All Districts
0-10 mi. free zone
>10 mi. \$0.40/mi.

Per Diem:
All Districts
\$32 per day

TEAMSTERS GROUP 2

	Wage	Benefit
District 1	\$21.45	\$6.60
District 2	\$21.45	\$6.60
District 3	\$21.45	\$6.60
District 4	\$21.45	\$6.60
District 5	\$13.00	\$6.60
District 6	\$21.45	\$6.60
District 7	\$21.45	\$6.60
District 8	\$18.12	\$6.60
District 9	\$21.45	\$6.60
District 10	\$21.45	\$6.60

Travel:
All Districts
0-15 mi. free zone
>15-30 mi. base pay + \$0.65/hr
>30-50 mi base pay + \$0.85/hr
>50 mi. base pay + \$1.25/hr

TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	Wage	Benefit
District 1	\$19.59	\$2.81
District 2	\$22.26	\$7.12
District 3	\$22.26	\$7.12
District 4	\$21.08	\$7.12
District 5	\$21.53	\$7.12
District 6	\$20.64	\$6.78
District 7	\$22.26	\$7.12
District 8	\$22.16	\$7.12
District 9	\$22.26	\$7.12
District 10	\$22.26	\$7.12

Travel:
All Districts
Current federal mileage rate/mi.

Per Diem:
All Districts
Employer pays for meals and lodging up to \$70/day.

Duties Include:
Install voice; sound; vision and data systems. This occupation includes burglar alarms, fire alarms, fiber optic systems, and video systems for security or entertainment.

TILE AND MARBLE SETTERS

	Wage	Benefit
District 1	\$17.74	\$9.05
District 2	\$17.74	\$9.05
District 3	\$17.74	\$9.05
District 4	\$17.74	\$9.05
District 5	\$17.74	\$9.05
District 6	\$17.74	\$9.05
District 7	\$17.74	\$9.05
District 8	\$17.74	\$9.05
District 9	\$17.74	\$9.05
District 10	\$17.74	\$9.05

Travel:
All Districts
0-45 mi. free zone
>45-60 mi. \$25 subsistence per day
>60-90 mi. \$65 subsistence per day
>90 mi. \$75 subsistence per day

**MONTANA
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2011**

Effective: January 27, 2011

**Brian Schweitzer, Governor
State of Montana**

**Keith Kelly, Commissioner
Department of Labor & Industry**

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at www.mtwagehourbopa.com or contact them at:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

The Labor Standards Bureau welcomes questions, comments and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated, has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of 18-2-401, et seq., Montana Code Annotated. It is required that each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the Internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

KEITH KELLY
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 27, 2011

B. Definition of Nonconstruction Services Occupations

Section 18-2-401 (9)(a)-(9)(l), Montana Code Annotated defines “nonconstruction services” as “*work performed by an individual, not including management, office, or clerical work, for:*

- (a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;*
- (b) custodial or security services for publicly owned buildings and facilities;*
- (c) grounds maintenance for publicly owned property;*
- (d) the operation of public drinking water supply, waste collection, and waste disposal systems;*
- (e) law enforcement, including janitors and prison guards;*
- (f) fire protection;*
- (g) public or school transportation driving;*
- (h) nursing, nurse’s aid services, and medical laboratory technician services;*
- (i) material and mail handling;*
- (j) food service and cooking;*
- (k) motor vehicle and construction equipment repair and servicing; and*
- (l) appliance and office machine repair and servicing.”*

C. Definition of Public Works Contract

Montana Code Annotated (18-2-401 (11)(a)) defines “public works contract” as “*a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...*”

D. Prevailing Wage Schedule

This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

E. Rates to use for Projects

Rates to be used on a public works project are those that are in effect at the time the project and bid specifications are advertised.

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, Montana Code Annotated states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412 of the Montana Code Annotated states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”

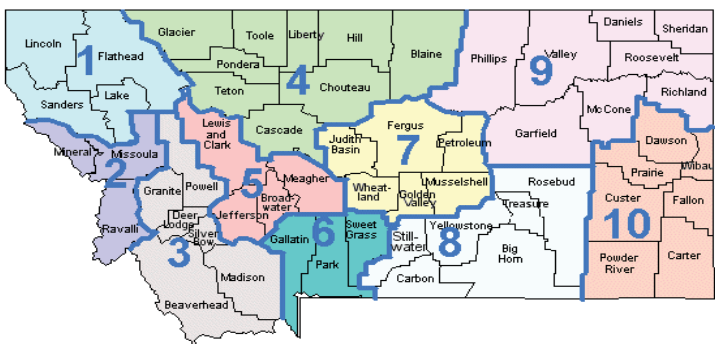
Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Per Diem

Per Diem typically covers the costs associated with board and lodging expenses and are paid when an employee is required to work at a location outside the daily commuting distance and is required to stay overnight or longer.

I. Prevailing Wage Districts

Montana counties are aggregated into 10 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:



J. Computing Travel Benefits

Travel pay, for the purposes of public works projects, shall be determined by measuring the road miles (one way) over the shortest practical maintained route from *the county courthouse of the designated city for each district or the employee's home, whichever is closer, to the center of the job*. Each city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 - Kalispell: includes Flathead, Lake, Lincoln, and Sanders Counties

District 2 - Missoula: includes Mineral, Missoula, and Ravalli Counties

District 3 - Butte: includes Beaverhead, Deer Lodge, Granite, Madison, Powell, and Silver Bow Counties

District 4 - Great Falls: includes Blaine, Cascade, Chouteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole Counties

District 5 - Helena: includes Broadwater, Jefferson, Lewis and Clark, and Meagher Counties

District 6 - Bozeman: includes Gallatin, Park, and Sweet Grass Counties

District 7 - Lewistown: includes Fergus, Golden Valley, Judith Basin, Musselshell, Petroleum, and Wheatland Counties

District 8 - Billings: includes Big Horn, Carbon, Rosebud, Stillwater, Treasure, and Yellowstone Counties

District 9 - Glasgow: includes Daniels, Garfield, McCone, Phillips, Richland, Roosevelt, Sheridan, and Valley Counties

District 10 - Miles City: includes Carter, Custer, Dawson, Fallon, Prairie, Powder River, and Wibaux Counties

When travel pay is applicable and is shown as an additional amount added to base pay, it means for hours worked on the project, not time spent traveling.

K. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), Montana Code Annotated states, "*...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.*" Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate prevailing wage rate when working on a public works contract.

L. Posting Notice of Prevailing Wages

Section 18-2-406, Montana Code Annotated provides that contractors, subcontractors and employers who are "*performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.*"

M. Employment Preference

Sections 18-2-403 and 18-2-409, Montana Code Annotated requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

N. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

BOILER OPERATORS

BUILDING INSPECTORS

DITCH RIDERS

ELEVATOR REPAIRERS

HIGHWAY MAINTENANCE WORKERS

JANITORS AND CLEANERS

STREET CLEANERS AND SWEEPERS

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

CEMETERY WORKERS
FOREST FUELS MITIGATION SAWYERS
FOREST FUELS MITIGATION THINNERS AND EQUIPMENT OPERATORS
LANDSCAPING AND GROUNDSKEEPING WORKERS
PEST CONTROL WORKERS
PESTICIDE HANDLERS, SPRAYERS AND APPLICATORS
TIMBER MARKERS
TREE PLANTERS
TREE TRIMMERS AND PRUNERS

OPERATION OF PUBLIC DRINKING WATER SUPPLY, WASTE COLLECTION AND WASTE DISPOSAL SYSTEMS

BASIN OPERATORS
HAZARDOUS MATERIALS REMOVAL WORKERS
METER READERS
PUMP STATION OPERATORS
REFUSE AND RECYCLABLE COLLECTORS
SANITARY LANDFILL ATTENDANTS
SANITARY LANDFILL OPERATORS
SEWAGE DISPOSAL WORKERS
SEWER PIPE CLEANERS AND REPAIRERS
WASTEWATER TREATMENT PLANT ATTENDANTS
WASTEWATER TREATMENT PLANT OPERATORS
WATER TREATMENT PLANT OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

ANIMAL CONTROL OFFICERS
BAILIFFS
CORRECTION AND DETENTION OFFICERS
DISPATCHERS
PARKING ENFORCEMENT OFFICERS
PROBATION OFFICERS
SECURITY GUARDS, (Armed)
SECURITY GUARDS, (Unarmed)

FIRE PROTECTION

FIRE MARSHALLS
FIREFIGHTERS, (Wildlands)

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS, (School)
BUS DRIVERS
TRUCK DRIVERS, (Light or Delivery)
VAN DRIVERS, (Shuttle)

NURSING, NURSE'S AID SERVICES AND MEDICAL LABORATORY TECHNICIAN SERVICES

ADVANCED PRACTICE NURSES
EMERGENCY MEDICAL TECHNICIANS
HOME HEALTH AIDES
LICENSED PRACTICAL NURSES
MEDICAL LABORATORY TECHNICIANS
MEDICAL LABORATORY TECHNOLOGISTS
NURSES, (Community Health)
NURSES, (Office)
NURSING AIDES, ORDERLIES AND ATTENDANTS
PHYSICIAN ASSISTANTS
REGISTERED NURSES

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK AND MATERIAL HANDLERS
MAIL CARRIERS
MAIL SORTERS AND PROCESSORS

FOOD SERVICE AND COOKING

COOKS, (Institution and Cafeteria)
COUNTER ATTENDANTS
DINING ROOM ATTENDANTS
FOOD PREPARATION WORKERS

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MECHANICS
BUS AND TRUCK MECHANICS, (Diesel Engines)
CONSTRUCTION EQUIPMENT MECHANICS

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS
COMPUTER, AUTOMATED TELLER AND OFFICE MACHINE REPAIRERS
RADIO ENGINEER TECHNICIANS

WAGE RATES

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES:

BOILER OPERATORS

	Wage	Benefit
District 1	\$14.03	\$6.77
District 2	\$15.26	\$4.14
District 3	\$16.58	\$6.08
District 4	\$13.95	\$6.95
District 5	\$14.76	\$6.69
District 6	\$16.94	\$6.49
District 7	\$15.20	\$6.79
District 8	\$22.08	\$6.55
District 9	\$15.57	\$3.46
District 10	\$17.46	\$4.74

BUILDING INSPECTORS

	Wage	Benefit
District 1	\$18.92	\$7.83
District 2	\$19.51	\$7.47
District 3	\$20.56	\$6.41
District 4	\$20.43	\$7.15
District 5	\$20.03	\$7.00
District 6	\$20.37	\$4.81
District 7	\$19.98	\$5.87
District 8	\$19.94	\$6.74
District 9	\$18.70	\$6.74
District 10	\$19.94	\$6.74

DITCH RIDERS

	Wage	Benefit
District 1	\$13.97	\$3.39
District 2	\$15.39	\$4.37
District 3	\$15.69	\$3.81
District 4	\$11.88	\$2.23
District 5	\$13.64	\$2.97
District 6	\$13.00	\$3.39
District 7	\$11.96	\$2.63
District 8	\$ 9.00	\$2.80
District 9	\$10.74	\$2.70
District 10	\$ 9.00	\$2.80

ELEVATOR REPAIRERS

	Wage	Benefit
District 1	\$44.14	\$24.98
District 2	\$44.14	\$24.98
District 3	\$44.14	\$24.98
District 4	\$44.14	\$24.98
District 5	\$44.14	\$24.98
District 6	\$44.14	\$24.98
District 7	\$44.14	\$24.98
District 8	\$44.14	\$24.98
District 9	\$44.14	\$24.98
District 10	\$44.14	\$24.98

Travel:

All Districts

- 0-15 mi. free zone
- >15-25 mi. \$35.27/day
- >25-35 mi. \$70.54/day
- >35 mi. \$72.55/day + \$0.66/mi.

HIGHWAY MAINTENANCE WORKERS

	Wage	Benefit
District 1	\$20.38	\$8.07
District 2	\$19.07	\$6.10
District 3	\$18.37	\$5.27
District 4	\$17.43	\$5.71
District 5	\$18.86	\$5.83
District 6	\$18.36	\$5.49
District 7	\$17.78	\$5.67
District 8	\$17.08	\$5.12
District 9	\$17.06	\$5.36
District 10	\$18.95	\$3.83

Duties Include:

Patching pavement, repairing guard rails, clearing brush, and plowing snow. Maintains highways, municipal and rural roads, airport runways, and right-of-ways.

JANITORS AND CLEANERS

	Wage	Benefit
District 1	\$14.12	\$4.36
District 2	\$10.52	\$4.03
District 3	\$12.20	\$3.55
District 4	\$13.02	\$5.42
District 5	\$11.99	\$3.72
District 6	\$13.17	\$4.71
District 7	\$11.64	\$3.94
District 8	\$11.47	\$3.14
District 9	\$11.39	\$3.54
District 10	\$12.42	\$4.21

Duties Include:

Heavy cleaning, routine maintenance, tending boiler or furnace, and removing debris or snow from sidewalks.

STREET CLEANERS AND SWEEPERS

	Wage	Benefit
District 1	\$18.57	\$7.84
District 2	\$18.79	\$7.78
District 3	\$19.09	\$6.89
District 4	\$18.42	\$7.62
District 5	\$20.89	\$9.00
District 6	\$19.99	\$7.69
District 7	\$18.87	\$7.95
District 8	\$19.31	\$7.66
District 9	\$18.45	\$8.93
District 10	\$18.79	\$7.78

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

CEMETERY WORKERS

	Wage	Benefit
District 1	\$11.34	\$3.64
District 2	\$10.92	\$1.84
District 3	\$ 9.46	\$1.84
District 4	\$11.68	\$4.70
District 5	\$11.61	\$3.56
District 6	\$11.27	\$2.95
District 7	\$12.08	\$3.99
District 8	\$10.00	\$3.18
District 9	\$12.37	\$3.60
District 10	\$12.38	\$2.82

FOREST FUELS MITIGATION SAWYERS

	Wage	Benefit
District 1	\$13.07	\$3.35
District 2	\$13.07	\$3.35
District 3	\$13.07	\$3.35
District 4	\$13.07	\$3.35
District 5	\$13.07	\$3.35
District 6	\$13.07	\$3.35
District 7	\$13.07	\$3.35
District 8	\$13.07	\$3.35
District 9	\$13.07	\$3.35
District 10	\$13.07	\$3.35

FOREST FUELS MITIGATION THINNERS AND EQUIPMENT OPERATORS

	Wage	Benefit
District 1	\$13.07	\$3.35
District 2	\$13.07	\$3.35
District 3	\$13.07	\$3.35
District 4	\$13.07	\$3.35
District 5	\$10.00	\$3.35
District 6	\$10.00	\$3.35
District 7	\$10.00	\$3.35
District 8	\$13.07	\$3.35
District 9	\$13.07	\$3.35
District 10	\$13.07	\$3.35

LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	\$12.65	\$5.54
District 2	\$14.19	\$5.19
District 3	\$12.65	\$4.80
District 4	\$13.16	\$4.42
District 5	\$11.78	\$4.18
District 6	\$15.97	\$4.81
District 7	\$12.96	\$4.30
District 8	\$13.48	\$3.47
District 9	\$13.28	\$4.25
District 10	\$13.73	\$3.69

PEST CONTROL WORKERS

	Wage	Benefit
District 1	\$13.01	No Rate Established
District 2	\$13.01	No Rate Established
District 3	\$13.01	No Rate Established
District 4	\$13.01	No Rate Established
District 5	\$13.01	No Rate Established
District 6	\$13.01	No Rate Established
District 7	\$13.01	No Rate Established
District 8	\$12.45	No Rate Established
District 9	\$12.45	No Rate Established
District 10	\$12.45	No Rate Established

PESTICIDE HANDLERS, SPRAYERS AND APPLICATORS

	Wage	Benefit
District 1	\$11.80	\$4.73
District 2	\$10.00	\$4.22
District 3	\$12.20	\$4.22
District 4	\$11.55	\$6.60
District 5	\$12.43	\$4.73
District 6	\$12.65	\$4.22
District 7	\$11.92	\$6.60
District 8	\$12.30	\$2.44
District 9	\$11.78	\$4.27
District 10	\$11.86	\$2.02

TIMBER MARKERS

No Rate Established

TREE PLANTERS

	Wage	Benefit
District 1	\$13.65	\$5.80
District 2	\$13.65	\$5.80
District 3	\$13.65	\$5.80
District 4	\$13.65	\$5.80
District 5	\$13.65	\$5.80
District 6	\$13.65	\$5.80
District 7	\$13.65	\$5.80
District 8	\$13.65	\$5.80
District 9	\$13.65	\$5.80
District 10	\$13.65	\$5.80

TREE TRIMMERS AND PRUNERS

	Wage	Benefit
District 1	\$17.12	\$9.48
District 2	\$22.62	\$7.60
District 3	\$22.62	\$7.60
District 4	\$22.62	\$7.60
District 5	\$22.62	\$7.60
District 6	\$22.62	\$7.60
District 7	\$22.62	\$7.60
District 8	\$22.62	\$7.60
District 9	\$22.62	\$7.60
District 10	\$22.62	\$7.60

Travel:

All Districts

- 0-25 mi. - free zone
- >25-50 mi. - \$20.00/day
- >50 mi. - \$60.00/day

**OPERATION OF PUBLIC DRINKING WATER SUPPLY,
WASTE COLLECTION AND WASTE DISPOSAL SYSTEMS**

BASIN OPERATORS

No Rate Established

HAZARDOUS MATERIALS REMOVAL WORKERS

No Rate Established

METER READERS

	Wage	Benefit
District 1	\$15.98	\$ 6.95
District 2	\$15.37	\$ 6.32
District 3	\$16.33	\$ 5.35
District 4	\$15.50	\$10.21
District 5	\$15.99	\$ 7.05
District 6	\$16.73	\$ 6.05
District 7	\$15.30	\$ 6.49
District 8	\$18.01	\$ 6.44
District 9	\$12.70	\$ 7.11
District 10	\$14.88	\$ 6.44

PUMP STATION OPERATORS

	Wage	Benefit
District 1	\$15.29	No Rate Established
District 2	\$15.29	No Rate Established
District 3	\$15.29	No Rate Established
District 4	\$16.22	No Rate Established
District 5	\$15.29	No Rate Established
District 6	\$15.29	No Rate Established
District 7	\$15.39	No Rate Established
District 8	\$14.51	No Rate Established
District 9	\$15.39	No Rate Established
District 10	\$14.51	No Rate Established

REFUSE AND RECYCLABLE COLLECTORS

	Wage	Benefit
District 1	\$12.71	\$5.55
District 2	\$15.07	\$6.38
District 3	\$15.07	\$6.38
District 4	\$16.27	\$4.94
District 5	\$17.61	\$4.92
District 6	\$16.68	\$5.81
District 7	\$16.66	\$6.86
District 8	\$16.65	\$7.54
District 9	\$15.14	\$8.18
District 10	\$15.80	\$6.70

SANITARY LANDFILL ATTENDANTS

	Wage	Benefit
District 1	\$14.39	\$5.02
District 2	\$11.00	\$6.75
District 3	\$14.87	\$4.82
District 4	\$14.51	\$5.08
District 5	\$15.59	\$3.92
District 6	\$16.37	\$4.30
District 7	\$13.86	\$3.59
District 8	\$11.43	\$3.04
District 9	\$11.43	\$3.04
District 10	\$11.43	\$3.04

SANITARY LANDFILL OPERATORS

	Wage	Benefit
District 1	\$15.66	\$9.00
District 2	\$15.66	\$9.00
District 3	\$18.63	\$6.16
District 4	\$18.33	\$6.73
District 5	\$19.67	\$4.74
District 6	\$19.20	\$5.30
District 7	\$19.46	\$5.21
District 8	\$18.86	\$4.99
District 9	\$18.54	\$5.94
District 10	\$18.54	\$5.94

SEWAGE DISPOSAL WORKERS

	Wage	Benefit
District 1	\$16.37	\$5.78
District 2	\$16.09	\$5.11
District 3	\$16.37	\$5.78
District 4	\$16.64	\$5.99
District 5	\$16.53	\$5.11
District 6	\$14.93	\$4.77
District 7	\$15.34	\$4.78
District 8	\$14.45	\$5.15
District 9	\$14.83	\$4.67
District 10	\$14.83	\$4.67

SEWER PIPE CLEANERS AND REPAIRERS

	Wage	Benefit
District 1	\$19.85	\$ 8.06
District 2	\$19.69	\$ 7.98
District 3	\$19.69	\$ 7.98
District 4	\$19.36	\$ 8.47
District 5	\$19.69	\$ 7.98
District 6	\$16.35	\$10.34
District 7	\$16.25	\$10.91
District 8	\$16.16	\$11.00
District 9	\$16.25	\$10.91
District 10	\$16.16	\$11.00

WASTEWATER TREATMENT PLANT ATTENDANTS

	Wage	Benefit
District 1	\$19.56	No Rate Established
District 2	\$19.56	No Rate Established
District 3	\$19.56	No Rate Established
District 4	\$19.56	No Rate Established
District 5	\$19.56	No Rate Established
District 6	\$19.56	No Rate Established
District 7	\$19.56	No Rate Established
District 8	\$19.56	No Rate Established
District 9	\$19.56	No Rate Established
District 10	\$19.56	No Rate Established

WASTEWATER TREATMENT PLANT OPERATORS

	Wage	Benefit
District 1	\$23.27	\$8.04
District 2	\$21.49	\$7.66
District 3	\$21.29	\$6.47
District 4	\$17.32	\$5.07
District 5	\$21.05	\$4.81
District 6	\$26.34	\$2.81
District 7	\$19.60	\$5.11
District 8	\$20.43	\$5.50
District 9	\$18.28	\$5.99
District 10	\$19.12	\$6.90

WATER TREATMENT PLANT OPERATORS

	Wage	Benefit
District 1	\$18.97	\$7.10
District 2	\$17.98	\$6.37
District 3	\$18.39	\$5.23
District 4	\$16.34	\$6.96
District 5	\$19.10	\$4.13
District 6	\$17.02	\$5.20
District 7	\$16.87	\$5.87
District 8	\$15.82	\$6.30
District 9	\$16.88	\$6.32
District 10	\$15.93	\$5.47

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

ANIMAL CONTROL OFFICERS

	Wage	Benefit
District 1	\$15.95	\$6.14
District 2	\$15.95	\$6.40
District 3	\$16.67	\$5.52
District 4	\$16.82	\$6.13
District 5	\$16.14	\$6.04
District 6	\$15.90	\$6.18
District 7	\$16.23	\$6.49
District 8	\$15.95	\$6.40
District 9	\$15.00	\$7.43
District 10	\$15.95	\$6.40

BAILIFFS

	Wage	Benefit
District 1	\$14.69	No Rate Established
District 2	\$14.69	No Rate Established
District 3	\$14.69	No Rate Established
District 4	\$14.69	No Rate Established
District 5	\$15.38	No Rate Established
District 6	\$14.69	No Rate Established
District 7	\$14.69	No Rate Established
District 8	\$14.69	No Rate Established
District 9	\$14.69	No Rate Established
District 10	\$14.69	No Rate Established

CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	\$15.81	\$3.42
District 2	\$15.40	\$3.46
District 3	\$15.40	\$3.46
District 4	\$16.92	\$3.16
District 5	\$16.05	\$3.05
District 6	\$18.57	\$5.57
District 7	\$16.73	\$3.97
District 8	\$15.29	\$3.36
District 9	\$15.95	\$3.52
District 10	\$15.14	\$3.71

DISPATCHERS

	Wage	Benefit
District 1	\$15.43	\$5.88
District 2	\$13.92	\$5.18
District 3	\$12.57	\$4.67
District 4	\$15.19	\$7.32
District 5	\$15.38	\$3.83
District 6	\$14.17	\$4.71
District 7	\$14.97	\$5.78
District 8	\$13.68	\$6.29
District 9	\$14.89	\$6.46
District 10	\$16.40	\$3.13

PARKING ENFORCEMENT OFFICERS

	Wage	Benefit
District 1	\$14.30	\$3.81
District 2	\$14.30	\$3.81
District 3	\$14.30	\$3.81
District 4	\$14.30	\$3.81
District 5	\$14.30	\$3.81
District 6	\$14.30	\$3.81
District 7	\$14.30	\$3.81
District 8	\$14.30	\$3.81
District 9	\$14.30	\$3.81
District 10	\$14.30	\$3.81

PROBATION OFFICERS

	Wage	Benefit
District 1	\$19.21	\$4.23
District 2	\$20.45	\$4.50
District 3	\$20.15	\$4.43
District 4	\$19.82	\$4.36
District 5	\$19.62	\$4.32
District 6	\$20.23	\$4.45
District 7	\$20.01	\$4.40
District 8	\$20.68	\$4.55
District 9	\$20.13	\$4.43
District 10	\$20.18	\$4.44

SECURITY GUARDS, (Armed)

	Wage	Benefit
District 1	\$14.19	\$2.41
District 2	\$13.63	\$3.63
District 3	\$12.80	\$4.50
District 4	\$14.05	\$2.41
District 5	\$13.66	\$4.50
District 6	\$12.80	\$4.50
District 7	\$13.66	\$4.50
District 8	\$13.66	\$4.50
District 9	\$13.66	\$4.50
District 10	\$13.66	\$4.50

SECURITY GUARDS, (Unarmed)

	Wage	Benefit
District 1	\$10.85	\$1.51
District 2	\$11.31	\$5.21
District 3	\$11.77	\$5.59
District 4	\$11.19	\$2.24
District 5	\$11.77	\$6.03
District 6	\$13.63	\$9.73
District 7	\$11.66	\$9.73
District 8	\$10.41	\$9.73
District 9	\$10.83	\$6.03
District 10	\$10.41	\$6.03

FIRE PROTECTION**FIRE MARSHALLS**

	Wage	Benefit
District 1	\$23.90	\$6.94
District 2	\$23.23	\$7.09
District 3	\$23.23	\$7.09
District 4	\$23.23	\$7.09
District 5	\$23.90	\$6.94
District 6	\$23.23	\$7.09
District 7	\$23.23	\$7.09
District 8	\$23.23	\$7.09
District 9	\$23.23	\$7.09
District 10	\$23.23	\$7.09

FIREFIGHTERS, (Wildlands)

	Wage	Benefit
District 1	\$19.84	\$10.92
District 2	\$14.08	\$ 9.73
District 3	\$13.59	\$ 9.73
District 4	\$23.24	\$11.90
District 5	\$18.33	\$10.68
District 6	\$11.41	\$ 9.73
District 7	\$19.54	\$11.34
District 8	\$16.57	\$11.56
District 9	\$21.79	\$11.84
District 10	\$16.57	\$11.56

PUBLIC OR SCHOOL TRANSPORTATION DRIVING**BUS DRIVERS, (School)**

	Wage	Benefit
District 1	\$14.65	\$3.71
District 2	\$15.74	\$2.88
District 3	\$16.12	\$4.34
District 4	\$11.45	\$3.61
District 5	\$12.48	\$4.43
District 6	\$17.26	\$4.84
District 7	\$13.15	\$3.97
District 8	\$15.35	\$3.40
District 9	\$10.02	\$4.42
District 10	\$13.74	\$3.71

BUS DRIVERS

	Wage	Benefit
District 1	\$14.34	\$5.65
District 2	\$13.34	\$5.65
District 3	\$12.57	\$4.36
District 4	\$15.01	\$6.32
District 5	\$13.80	\$3.98
District 6	\$12.14	\$4.29
District 7	\$12.14	\$5.44
District 8	\$12.14	\$4.00
District 9	\$14.00	\$6.21
District 10	\$13.45	\$4.00

TRUCK DRIVERS, (Light or Delivery)

	Wage	Benefit
District 1	\$14.29	\$3.92
District 2	\$14.04	\$2.51
District 3	\$16.42	\$4.01
District 4	\$15.52	\$6.79
District 5	\$13.48	\$4.86
District 6	\$16.66	\$3.41
District 7	\$16.32	\$5.33
District 8	\$15.45	\$4.06
District 9	\$17.89	\$6.79
District 10	\$15.45	\$4.06

VAN DRIVERS, (Shuttle)

	Wage	Benefit
District 1	\$13.10	\$2.00
District 2	\$12.30	\$2.05
District 3	\$10.00	\$2.05
District 4	\$12.00	\$2.69
District 5	\$10.00	\$2.69
District 6	\$10.00	\$2.05
District 7	\$10.00	\$2.69
District 8	\$10.00	\$2.05
District 9	\$12.00	\$2.69
District 10	\$10.99	\$2.05

NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

ADVANCED PRACTICE NURSES

	Wage	Benefit
District 1	\$40.12	\$ 5.93
District 2	\$50.69	\$11.30
District 3	\$39.57	\$ 6.43
District 4	\$60.85	\$ 4.94
District 5	\$60.00	\$12.00
District 6	\$38.04	\$ 8.78
District 7	\$51.23	\$ 8.47
District 8	\$42.54	\$ 8.17
District 9	\$56.32	\$ 6.26
District 10	\$51.78	\$ 7.58

Occupations Include:

Nurse Practitioners, Clinical Nurse Specialists, Nurse Anesthetists, and Nurse Midwives.

EMERGENCY MEDICAL TECHNICIANS

	Wage	Benefit
District 1	\$16.00	\$7.05
District 2	\$13.04	\$5.31
District 3	\$11.41	\$9.73
District 4	\$13.92	\$9.73
District 5	\$15.05	\$9.73
District 6	\$11.41	\$9.73
District 7	\$12.75	\$9.73
District 8	\$12.06	\$9.73
District 9	\$11.16	\$4.02
District 10	\$11.78	\$3.88

HOME HEALTH AIDES

	Wage	Benefit
District 1	\$11.58	\$3.60
District 2	\$11.33	\$2.49
District 3	\$11.58	\$3.49
District 4	\$11.45	\$3.31
District 5	\$11.51	\$3.49
District 6	\$12.75	\$5.10
District 7	\$10.93	\$4.05
District 8	\$ 9.22	\$4.15
District 9	\$12.10	\$3.17
District 10	\$11.95	\$3.17

LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	\$18.40	\$3.21
District 2	\$17.30	\$5.04
District 3	\$17.07	\$3.55
District 4	\$17.52	\$4.46
District 5	\$15.79	\$4.12
District 6	\$17.34	\$6.38
District 7	\$16.87	\$4.36
District 8	\$16.91	\$3.91
District 9	\$17.61	\$3.36
District 10	\$17.18	\$3.22

MEDICAL LABORATORY TECHNICIANS

	Wage	Benefit
District 1	\$13.11	\$3.80
District 2	\$13.11	\$4.23
District 3	\$13.11	\$3.80
District 4	\$13.11	\$3.84
District 5	\$13.11	\$3.80
District 6	\$20.67	\$3.05
District 7	\$20.49	\$3.32
District 8	\$17.32	\$4.91
District 9	\$17.32	\$4.91
District 10	\$17.32	\$4.91

MEDICAL LABORATORY TECHNOLOGISTS

	Wage	Benefit
District 1	\$27.15	\$8.14
District 2	\$33.72	\$8.25
District 3	\$13.82	\$7.39
District 4	\$23.72	\$5.02
District 5	\$25.76	\$5.71
District 6	\$25.12	\$5.87
District 7	\$25.68	\$5.41
District 8	\$24.77	\$5.02
District 9	\$24.68	\$4.32
District 10	\$25.35	\$4.72

NURSES, (Community Health)

	Wage	Benefit
District 1	\$22.12	\$6.11
District 2	\$22.26	\$5.75
District 3	\$22.05	\$6.42
District 4	\$23.27	\$6.24
District 5	\$22.48	\$6.34
District 6	\$21.99	\$6.59
District 7	\$22.79	\$6.15
District 8	\$22.37	\$5.78
District 9	\$26.00	\$6.35
District 10	\$26.00	\$6.35

NURSES, (Office)

	Wage	Benefit
District 1	\$18.97	\$ 3.46
District 2	\$19.69	\$ 8.40
District 3	\$18.73	\$ 4.61
District 4	\$19.42	\$ 3.40
District 5	\$15.00	\$ 3.00
District 6	\$19.09	\$ 6.70
District 7	\$19.01	\$ 5.24
District 8	\$24.63	\$13.05
District 9	\$17.74	\$ 4.34
District 10	\$19.61	\$ 6.90

NURSING AIDES, ORDERLIES AND ATTENDANTS

	Wage	Benefit
District 1	\$12.35	\$2.86
District 2	\$11.18	\$2.75
District 3	\$10.42	\$3.33
District 4	\$10.16	\$3.82
District 5	\$ 9.95	\$2.95
District 6	\$12.40	\$3.74
District 7	\$10.82	\$3.23
District 8	\$11.13	\$1.84
District 9	\$10.58	\$1.62
District 10	\$12.04	\$2.88

Occupations Include:

Certified Nursing Assistants, Hospital Aides, Infirmary Attendants

PHYSICIAN ASSISTANTS

	Wage	Benefit
District 1	\$40.12	\$ 5.00
District 2	\$40.12	\$ 6.61
District 3	\$38.03	\$ 5.95
District 4	\$40.12	\$ 8.47
District 5	\$38.76	\$ 7.66
District 6	\$31.84	\$ 7.43
District 7	\$39.17	\$ 9.10
District 8	\$38.33	\$ 9.43
District 9	\$46.49	\$10.48
District 10	\$41.62	\$ 8.57

REGISTERED NURSES

	Wage	Benefit
District 1	\$30.60	\$5.38
District 2	\$26.84	\$6.93
District 3	\$23.82	\$4.10
District 4	\$24.07	\$4.47
District 5	\$22.69	\$5.20
District 6	\$25.26	\$8.53
District 7	\$21.12	\$2.03
District 8	\$27.41	\$6.69
District 9	\$25.58	\$4.57
District 10	\$18.70	\$5.02

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK AND MATERIAL HANDLERS

	Wage	Benefit
District 1	\$12.16	\$5.39
District 2	\$12.26	\$4.54
District 3	\$12.10	\$2.85
District 4	\$11.52	\$6.50
District 5	\$11.78	\$4.58
District 6	\$12.03	\$2.87
District 7	\$10.70	\$4.75
District 8	\$ 8.49	\$4.72
District 9	\$12.07	\$5.90
District 10	\$ 9.45	\$4.72

MAIL CARRIERS

	Wage	Benefit
District 1	\$15.21	\$6.78
District 2	\$14.43	\$6.78
District 3	\$14.43	\$6.78
District 4	\$15.52	\$6.78
District 5	\$15.21	\$6.78
District 6	\$14.43	\$6.78
District 7	\$14.59	\$6.78
District 8	\$14.43	\$6.78
District 9	\$14.59	\$6.78
District 10	\$14.43	\$6.78

MAIL SORTERS AND PROCESSORS

	Wage	Benefit
District 1	\$11.50	\$3.07
District 2	\$11.80	\$2.99
District 3	\$12.84	\$3.18
District 4	\$11.80	\$2.99
District 5	\$11.37	\$2.27
District 6	\$12.08	\$2.50
District 7	\$12.00	\$2.29
District 8	\$11.80	\$2.99
District 9	\$11.80	\$2.99
District 10	\$11.80	\$2.99

FOOD SERVICE AND COOKING

COOKS, (Institution and Cafeteria)

	Wage	Benefit
District 1	\$11.65	\$4.45
District 2	\$11.81	\$3.72
District 3	\$10.12	\$3.42
District 4	\$11.73	\$4.00
District 5	\$10.01	\$3.54
District 6	\$13.60	\$3.86
District 7	\$10.18	\$3.54
District 8	\$10.95	\$2.95
District 9	\$10.68	\$3.25
District 10	\$10.44	\$3.13

COUNTER ATTENDANTS

	Wage	Benefit
District 1	\$ 8.79	\$1.69
District 2	\$ 8.00	\$2.27
District 3	\$10.95	\$3.95
District 4	\$ 8.86	\$1.41
District 5	\$ 9.75	\$2.25
District 6	\$11.14	\$3.72
District 7	\$ 9.72	\$2.25
District 8	\$ 9.26	\$3.72
District 9	\$ 9.06	\$1.47
District 10	\$ 9.91	\$2.26

DINING ROOM ATTENDANTS

	Wage	Benefit
District 1	\$10.05	\$3.09
District 2	\$ 9.39	\$1.38
District 3	\$ 9.09	\$1.88
District 4	\$11.24	\$4.36
District 5	\$ 8.60	\$2.43
District 6	\$ 9.83	\$2.34
District 7	\$10.09	\$3.09
District 8	\$11.18	\$2.19
District 9	\$ 8.71	\$2.05
District 10	\$ 9.96	\$2.16

FOOD PREPARATION WORKERS

	Wage	Benefit
District 1	\$10.59	\$3.47
District 2	\$ 9.27	\$3.97
District 3	\$11.89	\$3.32
District 4	\$ 9.34	\$2.20
District 5	\$ 8.05	\$3.22
District 6	\$10.37	\$3.59
District 7	\$10.02	\$2.89
District 8	\$10.20	\$3.37
District 9	\$13.01	\$4.74
District 10	\$ 9.05	\$2.25

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MECHANICS

	Wage	Benefit
District 1	\$17.23	\$3.76
District 2	\$17.96	\$2.98
District 3	\$20.18	\$3.32
District 4	\$16.41	\$3.94
District 5	\$17.89	\$4.85
District 6	\$19.20	\$2.98
District 7	\$17.41	\$3.48
District 8	\$16.46	\$2.93
District 9	\$17.83	\$3.00
District 10	\$14.23	\$3.57

BUS AND TRUCK MECHANICS, (Diesel Engine)

	Wage	Benefit
District 1	\$20.49	\$6.84
District 2	\$19.42	\$5.78
District 3	\$19.42	\$5.06
District 4	\$17.49	\$7.44
District 5	\$20.80	\$4.74
District 6	\$18.17	\$5.94
District 7	\$17.80	\$6.36
District 8	\$17.15	\$6.15
District 9	\$17.66	\$6.51
District 10	\$17.91	\$5.16

CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	\$18.18	\$6.37
District 2	\$18.18	\$6.37
District 3	\$20.10	\$6.49
District 4	\$18.18	\$6.37
District 5	\$20.80	\$4.74
District 6	\$20.82	\$6.25
District 7	\$20.62	\$5.56
District 8	\$20.19	\$6.05
District 9	\$18.18	\$6.37
District 10	\$18.18	\$6.37

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS

No Rate Established

COMPUTER, AUTOMATED TELLER AND OFFICE MACHINE REPAIRERS

	Wage	Benefit
District 1	\$15.07	\$4.41
District 2	\$15.37	\$4.49
District 3	\$18.61	\$4.49
District 4	\$14.79	\$4.39
District 5	\$15.19	\$4.42
District 6	\$17.07	\$4.49
District 7	\$15.15	\$4.48
District 8	\$15.74	\$4.49
District 9	\$14.90	\$4.39
District 10	\$15.37	\$4.49

RADIO ENGINEER TECHNICIANS

No Rate Established