

**WEST TEXAS OUTSIDE
COMMERCIAL, INDUSTRIAL, AND UTILITY AGREEMENT**

Between

SOUTHWESTERN LINE CONSTRUCTORS CHAPTER, NECA

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,

**LOCAL UNION 220
LOCAL UNION 583
LOCAL UNION 602
LOCAL UNION 681**

**Effective Date
May 30, 2021 to May 31, 2025**

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OUTSIDE AGREEMENT

This Agreement made this 30th day of May 2021, by and between the Southwestern Line Constructors Chapter, National Electrical Contractors Association and Local Unions 220, 583, 602 and 681, IBEW.

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

As used hereinafter in this Agreement the term "Chapter" shall mean the Southwestern Line Constructors, National Electrical Contractors Association and the term "Union" shall mean Local Unions 220, 583, 602 and 681, International Brotherhood of Electrical Workers.

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

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

SCOPE

This Agreement covers all outside construction and maintenance of overhead and underground transmission or distribution lines or circuits, the construction and maintenance of all switching and/or substations when performed in the jurisdiction of IBEW Locals 220, 583, 602 and 681. It shall also include traffic signals and highway street lighting.

ARTICLE I

STANDARD CIR

EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES

EFFECTIVE DATE:

Section 1.01

The Agreement shall take effect May 30, 2021, and shall remain in effect until May 31, 2025, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 to June 1 of each year, unless changed or terminated in the way later provided herein.

CHANGES:

Section 1.02

(a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f) Notice of a desire to terminate this Agreement shall be handled in the same manner as proposed change.

Section 1.03

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

Section 1.04

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

GRIEVANCES/DISPUTES:

Section 1.05

There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union Representatives and the Chapter shall select the management Representatives.

Section 1.06

All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07

All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08

Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decision shall be final and binding.

Section 1.09

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

Section 1.10

Any grievance not brought to the attention of the responsible opposite parties to this Agreement in writing within 10 working days of its occurrence shall be deemed to no longer exist.

ARTICLE II EMPLOYER RIGHTS/UNION RIGHTS

Section 2.01

Certain qualifications, knowledge, experience, and proof of financial responsibility are required of everyone desiring to be an employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a place of business, and suitable financial status to meet payroll requirements and employing at least one Journeyman Lineman.

MANAGEMENT RIGHTS:

Section 2.02

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

FOREMAN CALL-OUT BY NAME:

Section 2.03

The Employer shall have the right to call a Foreman by name provided:

- (a) The employee has not quit his previous employer within the past two weeks.
- (b) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the highest priority group.
- (c) When an employee is called as a Foreman he must remain as a Foreman for 1,000 hours or must receive a reduction in force.

WORKERS' COMPENSATION INSURANCE:

Section 2.04

For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of employees

UNION RECOGNITION:

Section 2.05

The Employer recognizes the union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

NON-RESIDENT EMPLOYEES:

Section 2.06

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

FAVORED NATIONS:

Section 2.07

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

Section 2.08

No individual connected with an employing concern as owner, manager, superintendent or partner shall perform any manual work.

Section 2.09

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

Section 2.10

Journeyman Linemen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications. When necessary to use temporary light and/or power on any foundation or building work, such temporary work shall be installed in a safe manner under the terms of this Agreement.

UNION RIGHT TO DISCIPLINE MEMBERS:

Section 2.11

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

APPOINTMENT OF STEWARDS:

Section 2.12

The Union has the right to appoint Stewards at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or on his job. No Steward shall be discriminated against by an Employer because of his faithful performance of duties as Steward, nor shall any Steward be removed from the job until twenty-four (24) hours' notice has been given to the Business Manager of the Union

UNION JOB ACCESS:

Section 2.13

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

TOOL LIST:

Section 2.14

A. Journeyman linemen shall provide themselves with the following tools:

Tool Belt Safety Strap	Set of Climbers
Pliers	Hammer
Screw Driver	72" Rule
12" Crescent Wrench	Skinning Knife
1 Pair Channel Locks	

B. Cable Splicers tools are the same as journeyman lineman plus the following:

Hacksaw	Shave Hook
Lead Dresser	Sheath Knife
Belling Tool	Calipers

C. Groundmen and Operators shall provide themselves with one each of the following tools:

1. Channel Local Pliers
2. 9-inch Linemen Pliers
3. Eight-inch screwdriver
4. OSHA Compliance

D. The Contractor shall provide a safe place for storage of Company and Personal tools on all jobs. Employees shall be responsible for storing Company tools in safe places provided by the Contractor. Employees shall not be responsible for Company tools lost or stolen. Personal tools stolen from a Company's safe storage shall be replaced by the Contractor provided that a full police report is filed within 2 hours of becoming aware of the alleged incident. Employees will inform the Company of all personal tools they are bringing to the job via a tool list. Unless amended, the tools on said list will be the tools covered by this provision unless said list is updated between the employee and the Contractor at a later date.

ANNULMENT/SUBCONTRACTING

Section 2.15

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

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

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

ARTICLE III
HOURS/WAGES/WORKING CONDITIONS

HOURS: (WORKDAY/WORKWEEK)

Section 3.01 (a)

Eight to Ten hours worked between the hours of 6:00 o'clock A.M. and 5:30 o'clock P.M., with thirty (30) minutes for a lunch period, shall constitute a work day. When mutually agreeable between the Union and the Employer, these hours of work may be changed. Forty (40) hours within five days, Monday through Friday, inclusive, shall constitute a workweek.

OVERTIME/HOLIDAYS:

Section 3.02

All work performed outside the regularly scheduled working hours and work performed on Saturday shall be at time and one-half (1½). Sunday and the following holidays:

New Year's Day	Good Friday
Memorial Day	4th of July
Labor Day	Thanksgiving Day
Day After Thanksgiving Day	Christmas Eve
Christmas Day	

or any day celebrated as such shall be paid for at double the regular straight time rate of pay. If a holiday falls on Saturday, Friday shall be taken. If a holiday falls on Sunday, Monday shall be taken.

Section 3.03

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

On all required work of the employer that is performed during inclement weather, workmen shall be paid at the rate of one and one-half (1 ½) hours of the regular straight time rate of pay for each hour worked.

PAYDAY:

Section 3.04

Wages shall be paid weekly by quitting time on the last regular work day of each week, but in any case not later than 4:30 P.M. Friday. Any workman laid off shall be paid in full at time of lay-off. Any employee terminated by the Employer shall be paid all of his wages no later than 2 business days following the date of termination. If a check is mailed, it shall be postmarked no later than 2 business days following the date of termination. If pay is not received as described above, due to the fault of the Employer, a penalty of 25% of the delinquent gross pay will be due. If pay is not received by 4:30 pm on the following Monday an additional 25% penalty will be due. No benefits shall be due on penalty payments.

In the event physical checks are given to workman by an Employer, the employee shall not attempt to cash the check until the effective date listed on the check (which shall be no later than Friday). In the event a physical check is refused payment due to insufficient funds, such Employer shall thereafter be required to pay all wages in currency until such time as he shows evidence that payroll requirements can be met.

Employers shall have the option to pay by direct deposit, provided the employer has the ability to pay by these means. If the direct deposit is not "posted" to the employees account at the times stated above, due to fault of the employer, then the penalty payment will apply.

CLASSIFICATIONS/WAGES:

Section 3.05 (a)

The minimum hourly rate of wages shall be as follows:

Classifications		5/30/21	5/29/22	6/4/23	6/2/25
Journeyman Lineman	100%	\$37.26	\$38.56	\$39.91	\$41.31
Foreman	110%	\$40.99	\$42.42	\$43.90	\$45.44
General Foreman	115%	\$42.85	\$44.34	\$45.90	\$47.51
Heavy Equipment Operator		\$28.23	\$29.08	\$29.95	\$30.85
Light Equipment Operator		\$23.64	\$24.35	\$25.08	\$25.83
Groundman/Truck Driver:					
1 st 6 months		\$17.64	\$18.17	\$18.72	\$19.28
6 months& over		\$21.18	\$21.82	\$22.47	\$23.14

APPRENTICE LINEMAN: Refer to Outside Area and Training Provision, Article V
Apprenticeship wages shall be divided into seven (7) 1000 hour periods

1 st PERIOD	60%	\$22.36	\$23.14	\$23.95	\$24.79
2 nd PERIOD	65%	\$24.22	\$25.06	\$25.94	\$26.85
3 rd PERIOD	70%	\$26.08	\$26.99	\$27.94	\$28.92
4 th PERIOD	75%	\$27.95	\$28.92	\$29.93	\$30.98
5 th PERIOD	80%	\$29.81	\$30.85	\$31.93	\$33.05
6 th PERIOD	85%	\$31.67	\$32.78	\$33.92	\$35.11
7 th PERIOD	90%	\$33.53	\$34.70	\$35.92	\$37.18

When new employees are hired under the 1st 6 months Groundman/Truckdriver, they will be considered “Probationary Employees” for the first ninety (90) days of employment and will not be eligible to received LINECO benefits. New employees hired under the first six months shall receive a minimum NEAP contribution of \$.25 per hour.

A new employee is a person who has not been employed by any one contractor or combination of contractors for a period of at least ninety (90) days as a 1st 6 months Groundman/Truckdriver. If an employee is laid off by a given contractor, and is rehired either by that same contractor or another contractor, his previous probationary employment days would count toward his probationary period.

FRINGES:

Section 3.05 (b)

In addition to the above hourly rates, payments shall be made as follows:

Apprenticeship Training Program	(1.5%) of Gross Earnings
NEBF	(3%) of Gross Earnings
Lineco Insurance	(\$6.75 per hours worked January 1, 2021)
	(\$7.00 per hours worked January 1, 2022)

Note: During the term of this agreement the employer agrees to pay up to a maximum of an additional one dollar and fifty cents (\$1.50) for Lineco increase, if needed. Any portion of the monies listed above that is not used for Lineco, shall cease to exist.

Annuity (NEAP)	16% of the straight time rate for all hours worked (effective June 4, 2012)
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Note: NEAP contributions for 1st six month Groundman will remain at twenty-five cents (\$0.25) per hour worked throughout the term of the agreement.

Note: NEAP contributions for over six month Groundman and Apprentices 1-2 Step will remain at 5% of the straight time rate throughout the term of the agreement.

Note: NEAP contributions for Apprentices 3-4 Step will remain at 12% of the straight time rate throughout the term of the agreement.

National LMCC	.01 (one cent) per hour
NEIF (NECA Members Only)	(1%) of Gross Earnings (Contact Chapter Mgr. (816) 891-8570)

Wage Rate \$37.26 plus NEAP \$5.96 plus Lineco \$6.75 = \$49.97 effective May 30, 2021

Wage Rate \$38.56 plus NEAP \$6.17 plus Lineco \$7.00 = \$51.73 effective May 29, 2022

Wage Rate \$39.91 plus NEAP \$6.39 plus Lineco TBD = TBD effective June 4, 2023

Wage Rate \$41.31 plus NEAP \$6.61 plus Lineco TBD = TBD effective June 2, 2024

TRAVEL TIME:

Section 3.06

(a) Workmen shall report to employer's headquarters or storeroom ready for work at starting time and shall be returned to such headquarters or storeroom at quitting time with ample time to put tools away. Such headquarters or storeroom shall be located in the town nearest place of actual work, army camp, air base, or industrial project and it shall be suitable to protect workmen from inclement weather, shall have safe storage for workmen's tools and vehicles, and shall have toilet facilities in or near.

(b) Employer shall furnish transportation from headquarters or storeroom to job and return.

(c) At no time shall employees use their personal vehicles in lieu of company equipment.

TERMINATION SLIP:

Section 3.07

Upon termination of an employee, the Employer will furnish the terminated employee and the Union with a termination slip stating reason for such termination.

UNION DUES DEDUCTIONS:

Section 3.08

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

RATIO OF FOREMAN & NON-AERIAL FORMAN:

Section 3.09

(a) When two (2) Journeymen are employed on a job, one (1) Journeyman shall be designated as working Foreman by the Employer. When five (5) or more Journeyman are employed on a job, a Foreman shall be in charge and shall not be permitted to work with tools. At no time will a Foreman be required to supervise more than seven (7) Journeyman.

When two (2) or more crews are employed on one (job), one (1) of the Foreman shall be designated as a General Foreman and shall receive the General Foreman's rate of pay. When two (2) or more crews are employed on one (job), one (1) of the General Foreman shall not be required to act as a crew Foreman, but shall have a Foreman in charge of each crew. No Foreman of one job shall at the same time perform work on another job.

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

(c) Foremen shall not be required to be directly in sight of all men at all times. When linemen are working in or around voltage in excess of 600 volts, then the foreman shall have no other duties except to supervise.

(d) In the event that a classification other than Journeyman Lineman is selected as Foreman, the crew shall be considered a “non-aerial” crew. It shall be the responsibility of the employer to select the most qualified worker knowledgeable in the task required to lead and direct the work in a safe and productive manner and shall be paid no less than 10% above their classification rate of pay.

Under no circumstances shall a non-aerial crew worker use climbing tools or equipment to be in the air. Under no circumstances shall a non-aerial crew be in any type of energized conditions. In the event any of the material, poles, towers, buss work, boom, equipment, etc. being used has the ability or could be in contact with any existing energized apparatus, Section 3.09(a) shall apply. A Journeyman Lineman shall not be required to work for a sub-foreman classification.

SHOW-UP PAY:

Section 3.10

(a) When men are directed to report to the job, unless notified before quitting time the previous work day, and do not start to work due to weather conditions, lack of material, or other cause beyond their control, they shall receive two hours pay at the prevailing rate and upon request of the employer, they remain available on the job for this two hour period.

(b) In the event the men are put to work, they shall receive a minimum of four (4) hours pay, and if men continue to work after four (4) hours, they shall receive a minimum of six (6) hours. If men continue to work after six (6) hours, they shall receive eight (8) hours pay. At the employer’s request, the men shall remain on the job for the four (4) hour period. When men are directed to report to the job, and are instructed to go to work by the employer, weather conditions permitting, and they refuse, they shall not receive the two (2) hour show-up pay. When men are required to remain on the job during inclement weather, except in case of emergency work, they shall be provided with a suitable place to wait.

(c) Workmen required to report to work on Saturday, Sunday, or holidays shall receive a minimum of four (4) hours pay at the prevailing rate.

(d) Employees required to work unscheduled overtime after 12 consecutive hours will be entitled to a meal at the company’s expense. He shall be provided with a meal every six hours thereafter as long as work shall continue, or until given 8 consecutive hours off.

(e) Any man reporting for work and being laid off, not having been notified the day previous of such layoff, shall receive not less than two hours wages in order to gather tools and personal belongings and shall be paid off in full immediately. In the event the employee is not paid off. Waiting time at the regular rate will be charged until payment is made.

(f) When an employee is called out for emergency overtime, he shall receive a minimum of four (4) hours at the prevailing overtime rate.

SHIFT WORK:

Section 3.11

When so elected by the contractor, multiple shifts of at least eight (8) hours for at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

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

DITCH EXCAVATION:

Section 3.12

Ditch excavation, manhole excavation, and handling, hauling, distribution of line material shall be performed by workmen covered under this Agreement.

CORRECTIONS TO WORK:

Section 3.13

A journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours, unless the errors were made by orders of the employer or the employer's representative.

RIGHT-OF-WAY:

Section 3.14

Right-of-way clearing does not come under the terms of this Agreement.

ALTERNATE METHODS:

Section 3.15

The Employer may utilize any conditions or methods in the performance of electrical work that has not been specifically restricted under the terms of this Agreement, provided that such methods or conditions meet all safety requirements.

OPERATOR DUTIES:

Section 3.16

Operators may perform the duties of Groundman/Truckdrivers only, when not performing the duties of an Operator.

GROUNDMEN/TRUCKDRIVER AND LIGHT EQUIPMENT OPERATOR DUTIES:

Section 3.17

Groundmen/truckdrivers shall perform work only on the ground and shall be allowed to use basic hand tools and shall be under the supervision of a Foreman. A Journeyman Lineman shall not be required to work for a sub-foreman classification.

Light Equipment Operators shall be allowed to operate all rubber tired trenchers, backhoes, and combinations thereof, directional boring equipment, fork lifts, front end loaders, and derrick trucks when not in the vicinity of energized lines or equipment.

ARTICLE IV OUTSIDE REFERRAL PROCEDURE

Section 4.01

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

Section 4.02

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

Section 4.03

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

Section 4.04

The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership to non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05

The Union shall maintain a register of applicants for employment established on the basis of the classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the classification or classifications for which he qualifies.

CLASSIFICATION A JOURNEYMAN LINEMAN-JOURNEYMAN TECHNICIAN

GROUP I. All applicants for employment who have three and one-half (3½) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Lineman's examination given by a duly constituted Outside Construction Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least six (6) months in the last three and one-half (3½) years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new group 1 status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

GROUP II All applicants for employment who have three and one-half (3½) or more years' experience in the trade and who have passed a Journeyman Lineman's examination given by a duly constituted Outside Local Union of the IBEW or has been certified as a Journeyman Lineman by any Outside Area Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six months the last two and one-half (2½) years in the geographical area covered by the collective bargaining agreement.

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

CLASSIFICATION B HEAVY EQUIPMENT OPERATOR

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

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

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

GROUP IV All other applicants for employment who have worked at the trade for more than one year.

CLASSIFICATION C GROUNDMAN – TRUCK DRIVER

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

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

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

GROUP IV All other applicants for employment.

Section 4.06

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

Section 4.07

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

Section 4.08

"Normal Construction Labor Market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

Local 220: Anderson, Bell, Bosque, Brown, Cherokee, Coleman, Collin, Comanche, Concho, Cooke, Coryell, Dallas, Delta, Denton, Ellis, Erath, Falls, Fannin, Freestone, Grayson, Hamilton, Henderson, Hill, Hood, Hunt, Jack, Johnson, Kaufman, Lamar, Lampasas, Leon, Limestone, Mason, McCulloch, McLennan, Menard, Milam, Mills, Navarro, Palo Pinto, Parker, Robertson, Rockwall, Runnels, Smith, Somerville, Tarrant, Tom Green, Van Zandt, and Wise counties.

Local 583: Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Pecos, Presidio, Reeves, and Terrell Counties.

Local 602: State of Texas: Andrews, Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Cochren, Coke, Collingsworth, Crane, Crockett (portion East of Howard Creek), Crockett (portion west of Howard Creek), Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Ector, Fisher, Floyd, Gaines, Garza, Glasscock, Gray, Hale, Hansford, Hartley, Hemphill, Hockley, Howard, Hutchinson, Irion, Kent, Kimble, Lamb, Lipscomb, Loving, Lubbock, Lynn, Martin, Midland, Mitchell, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Reagan, Roberts, Schleicher, Scurry, Sherman, Sterling, Sutton, Swisher, Terry, Upton, Ward, Wheeler, Winkler, and Yoakum Counties. State of Oklahoma: Beaver, Texas, and Cimarron Counties.

Local 681: Archer, Baylor, Childress, Clay, Cottle, Callahan, Eastland, Jones, Noland, Foard, Hall, Hardeman, Haskell, King, Knox, Shackelford, Stevens, Taylor, Montague, Stonewall, Throckmorton, Wichita, Wilbarger, and Young Counties.

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

Section 4.09

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

Section 4.10

An “Examination” shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Outside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three and one-half (3½) years’ experience in the trade.

Section 4.11

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

RE-REGISTRATION:

Section 4.12

An applicant who has registered on the “Out of Work List” must renew his application every thirty days or his name will be removed from the list.

Section 4.13

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

Section 4.14

(a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the “Out of Work List” and then referring applicants in the same manner successively from the “Out of Work List” in Group II then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

(b) An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks or longer depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.15

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

(a) When the employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 4.16

An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.17

It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.18

A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.19

A copy of the Referral Procedure as set forth in this Agreement shall be posted on the Bulletin Board in the office of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.20

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

ARTICLE V APPRENTICESHIP AND TRAINING

Section 5.01

The Area Training Agreement entered into between the Southwestern Line Constructors Chapter of NECA, and IBEW Local Unions number 220, 583, 602 and 681 as approved by the International President on January 23, 1992, and as amended, shall govern all matters of apprenticeship and training, and the financing thereof. Presently, the contribution rate to the Apprenticeship and Training Trust is 1.5% of the gross monthly labor payroll. Apprentices' wages and ratio of apprentice to Journeyman are specified in the Area Training Agreement.

ARTICLE VI FRINGE BENEFITS

NATIONAL ELECTRICAL BENEFIT FUND (NEBF):

Section 6.01

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to , or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

HEALTH AND WELFARE:

Section 6.02

It is hereby mutually agreed between the parties hereto and in accordance with the "Welfare Contract" governing the Welfare Fund entered into by and between the Southwestern Line Constructors Chapter of the National Electrical Contractors Association and Local Unions 220, 586, 602 and 681 of the International Brotherhood of Electrical Workers, that the Employer will forward to the Line Construction Benefit Fund (LINECO), as follows:

For all hours actually worked (both straight time and overtime) within the geographical limits of the Union's jurisdiction when work is performed for any Employer operating under the terms of this Agreement, for all employees. Payments shall be made monthly, together with a Monthly Payroll Report on a form that will be furnished for that purpose. A Contractor shall be considered delinquent fifteen (15) days after the close of a calendar month.

Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hour's notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Line Construction Benefit Fund. Copies of the seventy-two (72) hour's notice to be tendered to all employees of the Employer so notified.

The employer agrees to pay effective 1-1-2021 in the amount of \$6.75 for all hours worked to the Line Construction Benefit Fund (LINECO). Effective 1-1-2022 the employer agrees to pay \$7.00 per man hour worked. During the term of this agreement the employer agrees to pay up to a maximum of an additional one dollar and fifty cents (\$1.50) for Lineco increase, if needed. Any portion of the monies listed above that is not used for Lineco, shall cease to exist.

NATIONAL ELECTRICAL ANNUITY PLAN (NEAP):

Section 6.03

It is agreed that in accord with the IBEW District Ten NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Worker's on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan, ("NEAP"), the individual employer will forward monthly to the designated collection agent an amount equal to twenty five cents (\$0.25) for all hours worked for 1st six month Groundman (effective July 7, 2015), and 5.0% of the straight time rate for all hours worked for Apprentices 1-2 Step and 2nd six month Groundman (effective 7-6-2015), and 12.0% of the straight time rate for all hours worked for Apprentices 3-4 Step (effective June 4, 2012) and 16% of the straight time rate for all hours worked for all other classifications (effective June 4, 2012) (the contribution obligation), together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the National Electrical Annuity Plan Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate collection Agent.

The failure of an individual employer to comply with the applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall also constitute a breach of his labor agreement.

ARTICLE VII: NEIF NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

Section 7.01

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

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

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

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

ARTICLE VIII: LOCAL LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 8.01

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

- (1) to improve communication between representatives of Labor and Management:
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness:
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process:
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry:
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry:
- (6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production:
- (7) to engage in public education and other programs to expand the economic development of the electrical construction industry:
- (8) to enhance the involvement of workers in making decisions that affect their working lives, and
- (9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 8.02

The Fund shall function in accordance with, and as provided in, it's Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03

Each employer shall contribute -0- per hour worked under this Agreement up to a maximum of 150,000 hours per year for work performed under the terms of IBEW Local Union agreements with the Southwestern Line Constructors Chapter, NECA. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Southwestern Line Constructors Chapter, NECA, or its designee, shall be the collection agent for this fund.

Section 8.04

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20) for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

ARTICLE IX

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 9.01

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

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- (3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;

- (9) to enhance the involvement of workers in making decisions that affect their working lives, and
- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 9.02

The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03

Each Employer shall contribute one cent (1¢) per hour worked, up to a maximum of 150,000 hours per year, for work performed under the terms of IBEW Local Union agreements with the Southwestern Line Constructors Chapter, NECA. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Southwestern Line Constructors Chapter, NECA, or its designee, shall be the collection agent for this fund.

Section 9.04

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20) for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

ARTICLE X: SAFETY

Section 10.01

The following safety rules are mutually agreed to by the Employer and the Union and shall be used as a guide for work performed under this Agreement. It is further agreed that it is the employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards. The Employer and the Union representatives, as a joint committee, will prepare general safety rules covering normal accepted practices. The employee and the employer agree to comply with all OSHA regulations, rules and policies.

Section 10.02

- (a) All employers, by contractual agreement, shall forward to the Local Union Business Manager within eight (8) days of any lost time accident a legible copy of the Employer's First Report of Injury. The Business Manager shall forward it to the Director of Safety, 1125 Fifteenth Street N.W., Washington, D.C. 20005.
- (b) In the event of a serious or fatal injury, the Employer shall immediately inform the Business Manager of the Local Union by telephone and all available information forwarded by wire to the Director of Safety.
- (c) All serious accidents shall be investigated by the Local Union Business Manager or such person as he may designate. It is desirable that such accident investigations be conducted in conjunction with Management's investigation; however, in the event that cooperation is not forthcoming from Management, an independent accident investigation will be conducted as an integral part of Union Business.
- (d) A factual narrative report shall be made by the person conducting the accident investigation and forwarded through the designated channels to the Director of Safety.
- (e) Information as to estimate loss of time and as to the actual date that an injured member returns to work shall also be considered as part of each accident report.

Section 10.03

Joint safety meetings on company time, not to exceed one hour, will be held once a month on the date and at the time decided by the employer. When date has been decided, the Business Manager of the Union shall be notified in advance of meeting time if possible.

Section 10.04

First aid kits and ice water will be furnished by the Employer.

Section 10.05

At no time will rubber gloves be used on voltage in excess of 5,000 volts while standing directly on the pole.

Section 10.06

Two Journeymen or a Journeyman and an Apprentice who has completed his third step, shall be required, when performing work on lines or circuits in excess of 500 volts. Two separate poles or structures may be considered as one for the purpose of this rule if both men can step to the other pole or structure without having to descend to the ground to do so. When energized circuits are being worked, the foreman shall be within visual or audio contact.

Section 10.07

Grounding devices shall have capacity great enough to activate protective devices without destroying the grounding devices and shall be placed on both sides of the section of line or equipment on which work is to be done. All de-energized conductors will be grounded before they can be considered dead.

Section 10.08

Workmen shall remove climbers before entering operating motor vehicle.

Section 10.09

All portable electric power tools shall be provided with a suitable equipment ground.

Section 10.10

Ladders (step and hook) when defective or beyond repair for safe use shall be taken out of service.

Section 10.11

Adequate “men working” warning signs, flares, and other protective devices shall be used for the protection of workmen and the general public.

Section 10.12

Hot line tools shall be maintained, inspected and replaced when damaged, in accordance with the method recognized by the manufacturers of such equipment as adequate and proper.

Section 10.13

Rubber gloves shall be laboratory tested once every ninety (90) days. An efficient method of numbering and stamping shall be used showing date last tested.

Section 10.14

When poles are being installed or removed near energized circuits or equipment of 500 volts and above, the equipment used for the installation shall have ground attached from the frame to a ground rod, ground grid, or anchor rod by means of a suitable ground.

Section 10.15

No workman shall enter any manhole or similarly confined work area until such area has been freed of flammable or noxious gases or liquids.

Section 10.16

No work shall be performed in inclement or rainy days except in extreme emergencies and when work is performed, raincoats and rubber equipment shall be furnished to all workmen.

Section 10.17

All trucks transporting men shall have a metal covering or a tarpaulin properly installed with bows to provide sufficient headroom for the men and to protect them in cases of rain, snow, sleet and cold winds.

ARTICLE XI SUBSTANCE ABUSE

Section 11.01

The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XII CODE OF EXCELLENCE

Section 12.01

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

ARTICLE XIII
ADMINISTRATIVE MAINTENANCE FUND

Section 13.01

All Employers who are signatory to this Labor Agreement shall contribute an amount equal to 0.2% (two tenths of one percent) of their gross monthly payroll, payable to the Southwestern Line Chapter Administrative Maintenance Fund. Annual contributions to the fund shall be limited to the first 75,000 man hours per employer.

The Fund shall be administered solely by the Southwestern Line Constructors Chapter, NECA, Inc. and shall be utilized to pay for the Chapter's administration cost of this labor contract including negotiations, labor relations, disputes and grievance representation performed on behalf of the signatory employers. In addition, all other management duties and responsibilities pursuant to this agreement and may not be used in any manner detrimental to the Local Union or the IBEW.

The Southwestern Line Chapter Administrative Maintenance Fund contribution shall be submitted with all other benefits as designated in the Labor Agreement by the fifteenth (15th) of the following month. In the event any Employer is delinquent in submitting the required amount, the Southwestern Line Chapter shall have the authority to recover any funds, along with attorney fees, court costs, interest at one percent (1%) per month and liquidated damages. The enforcement for the delinquent payments to the fund shall be the sole responsibility of the fund. These monies shall not be used to the detriment of the I.B.E.W. or the Local Union.

SEPARABILITY CLAUSE

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

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

Southwestern Line
Constructors Chapter,
National Electrical
Contractors Association Inc.

International Brotherhood
of Electrical Workers'

Joe Mitchell
Chapter Manager

Phyllis Goines
Business Manager IBEW 220

Date_____

Date_____

Rhett Jackson
Negotiation Committee Chairman

[Letty Marcum](#)
Business Manager IBEW 583

Date_____

Date_____

Robert L. Melton
Business Manager IBEW 602

Date_____

Dallas Nunn
Business Manager IBEW 681

Date_____

Subject to the Approval of the International President of the International Brotherhood of Electrical Worker

MEMORANDUM TO OUTSIDE COMMERCIAL, INDUSTRIAL AND UTILITY AGREEMENT

The Employer, with 24-hour prior notice to the Union, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight (8) hours must be scheduled. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1 ½) times the regular rate of pay.

Southwestern Line
Constructors Chapter,
National Electrical
Contractors Association, Inc.

International Brotherhood
of Electrical Workers

Joe Mitchell, Chapter Manager

Phyllis Goines
Business Manager IBEW 220

Date: _____

Date: _____

Letty Marcum
Business Manager IBEW 583

Date_____

Robert L. Melton
Business Manager IBEW 602

Date_____

Dallas Nunn
Business Manager IBEW 681

Date_____