AGREEMENT

Between

SOUTHWESTERN LINE CONSTRUCTORS CHAPTER, NECA

and

LOCAL UNION NO. 1002 TULSA, OKLAHOMA

of the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

2021 – 2025

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OUTSIDE LINE AGREEMENT

Agreement by and between the Southwestern Line Constructors Chapter, NECA, and Local Union No. 1002, 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 Southwestern Line Constructors Chapter shall mean the Southwestern Line Constructors Chapter, NECA and the term "Union" shall mean Local Union No. 1002, IBEW.

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 applies to outside electrical construction and maintenance work as determined by the union.

INDUSTRIAL AND COMMERCIAL LINE AGREEMENT

Agreement by and between the Southwestern Line Constructors Chapter, NECA, and Local Union 1002 IBEW.

It shall apply to all firms who sign a letter of assent to be bound by the Agreement.

As used hereinafter in the Agreement the term "Chapter" shall mean the Southwestern Line Constructors Chapter, NECA, and the term "Union" shall mean Local Union 1002 IBEW.

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

The scope shall include all outside electrical work covered by the jurisdiction of Local 1002 except, public electric utilities, R.E.C.'s, municipal distribution systems, and telephone and communications.

ARTICLE I

STANDARD CIR

EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

EFFECTIVE DATE:

Section 1.01. This Agreement shall take effect August 15, 2021 and shall remain in effect until June 30, 2025 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1 through June 30 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 date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

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

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

GRIEVANCES - DISPUTES:

Section 1.05. There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07. All matters coming before the Labor-Management Committee shall be decided by 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. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

Section 1.08. Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

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

Section 1.10. A grievance procedure is hereinafter provided to review complaints arising out of the interpretation, application and operation of this Agreement. When such complaint is raised by either party, the complaint shall be filed in the form of a grievance no later than ten (10) days following the occurrence causing the grievance. Any grievance not so filed shall be deemed to have been waived and shall not be entitled to consideration.

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01. Certain qualifications, knowledge, experience and proper line equipment and financial responsibility are required of everyone desiring to be an Employer under this Agreement. Therefore, any Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business and suitable financial status to meet payroll requirements.

MANAGEMENT RIGHTS:

Section 2.02. The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

The Union agrees that it will not authorize its members to solicit employees of the Employer's customer for membership into the Union while performing work for said Employer.

FOREMAN CALL-OUT BY NAME:

Section 2.03. The Employer shall have the right to call Foreman by name provided:

(a). The employee has not quit his previous employer within 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 the state; Social Security and other protective insurance and unemployment compensation and shall furnish satisfactory proof of such to the Union. All Employers working in the Jurisdiction shall pay into Oklahoma unemployment.

UNION RECOGNITION:

Section 2.05. The Employer recognizes the Union as the exclusive representative of all its workmen 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. The Local Union may require any person referred to any job covered under this Agreement to become a member of the Union within six (6) months as a condition of continued employment.

NON-RESIDENT EMPLOYEES: (Portability)

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 an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council of 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 member of Local Union No. 1002, while he remains a member of such Local and subject to employment by employers operating under this Agreement shall himself become a contractor for the performance of any electrical work.

APPOINTMENT OF STEWARDS:

Section 2.09. The Employer recognizes the right of the Union to appoint a steward on any job where workmen are employed under the terms and conditions of this Agreement. Under no circumstances shall a steward be discriminated against for faithful performance of his duties as a steward.

ANNULMENT - SUBCONTRACTING:

Section 2.10. The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

ARTICLE III

HOURS – WAGES - WORKING CONDITIONS

HOURS: (Workday-Workweek)

Section 3.01(a). Eight hours work between the hours of 6:00 a.m. and 4:30 pm. with thirty (30) minutes for lunch period shall constitute a work day. These hours may be changed but in no case shall they be changed more than one (1) hour by written mutual agreement. The thirty (30) minute lunch period shall commence not less than four (4) hours and end not more than four and one-half (4 1/2) hours after starting time. Forty (40) hours with five (5) days, Monday through Friday, inclusive, shall constitute a work week.

FOUR 10-HOUR DAYS:

Section 3.01(b). A contractor may elect to work a job on a 4 – 10's basis, provided the crew is notified the previous week. If the employees are unable to work a full ten (10) hours per day for the 4 days, the men involved will have the option of working Friday as a make-up day, when mutually agreeable by a majority of men involved.

The Friday make up day will be scheduled as a full eight (8) hour day. The only exception to working the full eight (8) hours would be circumstances beyond the contractors control, such as a rainout or similar situations which would normally shut the job down.

If the employees are working 4 -10's and a Holiday falls on Monday, the work week for that week shall be Tuesday through Friday. No make-up time will be allowed during this Holiday work week.

It is agreed by the parties herein any hours of work outside of the 4 – 10's as mentioned above shall be worked in accordance with Article III, Section 3.01(a).

OVERTIME/ HOLIDAYS:

Section 3.02. Hours worked after quitting time, and until 12:00 midnight, and Saturdays from 8:00 o'clock a.m. until 12:00 midnight, unless scheduled otherwise, shall be paid for at one and one-half (1 1/2) times the straight time rate of pay.

Section 3.03. Hours worked between 12:00 o'clock midnight and 8:00 a.m. unless scheduled otherwise and all hours worked on Sundays and the following holidays shall be paid for at the rate of two (2) hours per hour worked: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve and Christmas Day.

Section 3.04. If those holidays not necessarily falling on Monday fall on Saturday, the preceding Friday is considered a holiday. If the holiday falls on Sunday, the following Monday is considered a holiday.

Section 3.05. When men are called for work outside of regular working hours they shall receive a minimum of three (3) hours pay at the applicable overtime rate.

On all emergency work employees shall receive no less than time and one-half (1 ½) times the straight time rate of pay. Work that continues past 12-hours shall be paid at double time.

Any required work of the employer that is performed during rain, sleet, snow, or conditions of ice on ground and/or steel and wood structures, workmen shall be paid at the rate of two (2) hours per hour worked. If an employee volunteers to stay on the job instead of receiving a two hour show up pay and returning home all hours worked will be at the straight time rate. Foul weather gear will be furnished by the contractor when necessary.

If an employee is required to work a minimum of eight (8) hours overtime within the sixteen (16) hour period immediately preceding the start of his scheduled workday, or a total of sixteen (16) of the past twenty-four (24) hours, he shall be granted a rest period of eight (8) consecutive hours. If an emergency exists which makes it necessary to limit the rest period to less than eight (8) consecutive hours he shall receive double time for each hour worked until relieved for an eight (8) hour period.

During an emergency, an employee required to work more than six (6) continuous hours shall be furnished a meal on Company time as soon as possible, and every six (6) hours thereafter until relieved from duty. Emergency work resulting from a storm condition which commences after employees have reported to work and results in the employees being held over a meal will be furnished one and a half hours passed quitting time and every six hours thereafter.

PAYDAY:

Section 3.06(a). Wages shall be paid weekly on Friday not later than quitting time. When a holiday falls on Friday wages shall be paid on Thursday. No more than five (5) day of wages shall be withheld. A starting employee shall be allowed one (1) cash advance equal to a maximum of one (1) day's pay. Workmen will notify the employer upon arriving the first day of work, employer will forward the advance to the workmen no later than the close of business on the third (3) workday.

When workmen are laid off or discharged, they shall be paid in full immediately. Waiting time shall be paid for at regular rate.

In the event any employee is not paid off on Friday at quitting time they shall receive pay at the straight time rate on the basis of eight (8) hours per day. Pay for waiting time may be added to the next regular check.

In cases of emergency work layoff, the employer may have up to two (2) days to make payroll.

DIRECT DEPOSIT:

Section 3.06(b). Provided the Employer makes it available, employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union.

CLASSIFICATION – WAGES:

Section 3.07(a). The minimum hourly rate of wages August 15, 2021 – June 30, 2025 for all work except that as outlined in Section 3.07(b) below.

	8-15-21	7-3-22	7-2-23	6-30-24
GENERAL FOREMAN - 115%	$48.09	$49.90	$51.65	$53.45
FOREMAN - 110%	$46.00	$47.73	$49.40	$51.13
CABLE SPLICER - 108%	$45.17	$46.86	$48.50	$50.20
JOURNEYMAN LINEMAN - 100%	$41.82	$43.39	$44.91	$46.48
JOURNEYMAN TECHNICIAN	$38.00	$39.14	$40.31	$41.52
APPRENTICE LINEMAN - 60% 1ST Period	$25.09	$26.03	$26.95	$27.89
APPRENTICE LINEMAN - 65% 2ND Period	$27.18	$28.20	$29.19	$30.21
APPRENTICE LINEMAN - 70% 3RD Period	$29.27	$30.37	$31.44	$32.54
APPRENTICE LINEMAN - 75% 4TH Period	$31.37	$32.54	$33.68	$34.86
APPRENTICE LINEMAN - 80% 5TH Period	$33.46	$34.71	$35.93	$37.18
APPRENTICE LINEMAN - 85% 6TH Period	$35.55	$36.88	$38.17	$39.51
APPRENTICE LINEMAN - 90% 7TH Period	$37.64	$39.05	$40.42	$41.83
HEAVY EQUIP. OPERATOR (or Pole Cat equivalent)	$33.83	$34.84	$35.89	$36.97
HEAVY EQUIP. OPERATOR (Crane Certified)	$34.15	$35.52	$36.94	$38.42
GROUNDMAN DRIVER	$23.96	$24.68	$25.42	$26.18
GROUNDMAN DRIVER w/CDL	$25.46	$26.22	$27.01	$27.82

Section 3.07(b). It is agreed to use the prevailing Davis Bacon Wages and benefits on a job-by-job basis on federal projects. The following wages are to be used only on Federal Government property. Minimum rate of wages for federal projects shall be as outlined below.

	8-15-21	7-3-22	7-2-23	6-30-24
GENERAL FOREMAN - 115%	$49.24	$51.05	$52.80	$54.60
FOREMAN - 110%	$47.10	$48.83	$50.50	$52.23
CABLE SPLICER - 108%	$46.25	$47.94	$49.58	$51.28
JOURNEYMAN LINEMAN - 100%	$42.82	$44.39	$45.91	$47.48
JOURNEYMAN TECHNICIAN	$39.00	$40.14	$41.31	$42.52
APPRENTICE LINEMAN - 60% 1st Period	$25.69	$26.63	$27.55	$28.49
APPRENTICE LINEMAN - 65% 2ND Period	$27.83	$28.85	$29.84	$30.86
APPRENTICE LINEMAN - 70% 3RD Period	$29.97	$31.07	$32.14	$33.24
APPRENTICE LINEMAN - 75% 4TH Period	$32.12	$33.29	$34.43	$35.61
APPRENTICE LINEMAN - 80% 5TH Period	$34.26	$35.51	$36.73	$37.98
APPRENTICE LINEMAN - 85% 6TH Period	$36.40	$37.73	$39.02	$40.36
APPRENTICE LINEMAN - 90% 7TH Period	$38.54	$39.95	$41.32	$42.73
HEAVY EQUIP. OPERATOR (or Pole Cat equivalent)	$34.83	$35.84	$36.89	$37.97
HEAVY EQUIP. OPERATOR (Crane Certified)	$35.15	$36.52	$37.94	$39.42
GROUNDMAN DRIVER	$24.96	$25.68	$26.42	$27.18
GROUNDMAN DRIVER w/CDL	$26.46	$27.22	$28.01	$28.82

Workmen may perform duties of other workmen who have equal or lower wage classification provided that his wage rate is not reduced.

Definition - Cable Splicer:

1) Splices and termination performed on cables of the following types will be considered as requiring the Cable Splicer classification:
   A. All lead sheath power cables, both single and three (3) conductor.
   B. Armored cable, single and three (3) conductor operating or designed for operation above 8KV, with shield type.
   C. Insulated, shield type power cables, single and three (3) conductor, operating or designed for operation over 5KV.

2) Splices and terminations on cables of the following types are not considered as requiring the Cable Splicer classification:
   A. Aerial and splicer type cable supported on line poles.
   B. URD types of cable which may be terminated with prefabricated stress control terminals.

In connection with (1) and (2) above, the following definitions will apply:

1) Shielded cable shall mean cable shielded with metal tape.
2) Armored cable shall mean cable protected by interlocking flat metal armor which is an integral part of the cable.
3) URD as used herein shall refer to cable types and not to the specific use made of the cable.

FRINGES:

Section 3.07(c). In addition to the above hourly rates, payments shall be made as follows:

1.	NEBF	3% of gross labor payroll (Reference Article VI)
2.	Health & Welfare Fund	January 1, 2021 -- up to $6.75 for each hour worked January 1, 2022 -- up to $7.00 for each hour worked
3.	Lineco HRA	August 15, 2021 – up to $1.25 for each hour worked January 1, 2022 – reduce by $0.25 to cover Lineco July 3, 2022 - increase HRA by $0.25 July 2, 2023 - increase HRA by $0.25 June 30, 2024 - increase HRA by $0.25
4.	Industry Fund	$.01 per hour worked up to 150,000 hours/year
5.	NEAP	Reference Article VI
6.	Administrative Maintenance Fund	0.2% of gross labor payroll
7.	Apprenticeship & Training	1.5% of gross labor payroll
8.	NLMCC	$.01 per labor hour worked (Reference Article IX)

TRAVEL TIME:

Section 3.08(a). Workmen shall report at designated headquarters, or the Employer's storeroom, ready for work at starting time and shall be returned to starting headquarters at quitting time.

Section 3.08(b). The Employer shall pay for travel time and furnish transportation from show-up to job, job to job and job to show-up within the jurisdiction of the Union.

No travel time shall be paid before or after working hours to workmen for traveling to or from any job within the jurisdiction of the Union when workmen are directed to report to the Employer's show-up on the job, provided the job is five (5) days or more duration. The show-up may be moved from one city or town to another during the regular working hours without loss of pay. Forty-eight (48) hours notice when changing show-up location shall be given.

TOOL LIST:

Section 3.09(a). Journeyman lineman shall provide themselves with the following tools: Tool belt, and safety strap, set of climbers, pliers, hammer, screw drivers, rule, twelve (12) inch crescent wrench, skinning knife and safety – toe boots when required by the customer.

Section 3.09(b). All employees working within this jurisdiction are expected to maintain a valid CDL, current First Aid and CPR cards and an OSHA – 10- hour card.

Section 3.10. Employer to provide suitable place for lineman's tools on trucks, such as waterproof tool boxes with locks. In case of lock breakage and theft of Lineman's tools, the Employer shall replace only such tools that are listed in section 3.09(a). The proper law enforcement agency must be notified at time of theft. If show-up is located in high crime area or if a storm is forecast, the employee, upon request, shall take his tools home.

Section 3.11. The Employer shall furnish all other necessary tools and equipment.

Section 3.12. Workmen will be responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes or other safe places for storage. Employers will be held responsible for employees' tools when locked up in tool boxes or other safe places for storage. Employer shall furnish a place to store employees' personal line tools.

Section 3.13. Groundman shall be permitted to work with tools under the supervision of a lineman or foreman. They shall be able to drive line trucks, bucket trucks and flatbed trucks on a job right-or-way for the purpose of moving from structure to structure. They shall also be able to drive pickups on and off the right-of-way. Groundman will be permitted to drive flatbed trucks in order to secure materials from warehouse, store room or other designated locations to job site. Groundman will furnish Klein pliers, 10" crescent wrench. Any additional tools will be furnished by the contractor. The ratio of Groundman to Journeyman Lineman will not exceed 1 to 1 unless mutually agreed with the Local Union.

UNION DUES DEDUCTION:

Section 3.14. 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 TO JOURNEYMEN:

Section 3.15. A foreman shall be in charge of hauling, framing, and setting of poles. A foreman shall be in charge of stringing, sagging and tying of wires or conductors. Additional foremen may be added at the option of the Employer. "In charge of" does not mean that the foreman shall personally supervise each operation. No foreman shall supervise over fifteen (15) men on high line or distribution.

When a line crew is composed of less than five (5) men, there shall be a foreman, either working or nonworking, who shall be responsible for the conduct of the work.

All live line work on lines above 6900 volts phase to phase, shall be worked with hot sticks and require two (2) lineman and shall be under the direct supervision of a nonworking foreman except in making taps with hotline clamps.

When performing a live line job that requires two (2) lineman on the pole, the nonworking foreman shall on the ground and devote his undivided attention to the work in progress.

The above does not apply to work on voltages up to 15,000 volts, phase to ground, when worked from an approved insulated bucket truck.

All foremen shall be considered working foremen except when performing a live line job requiring two (2) linemen on the pole at which time the foreman will be on the ground devoting his undivided attention to the work in progress.

Distribution voltages up to 15,000 volts phase to ground and transmission voltages up to 20,000 volts phase to ground may be worked from an approved insulated bucket truck.

There shall be general foreman on each job where five (5) or more crews are employed.

No foreman shall supervise more than fifteen (15) workmen on any sub-station site. It is further understood that workmen will show up ready for work at any sub-station site, provided suitable shelter is available in case of inclement weather.

Nothing in this Agreement shall be construed to mean that the foreman shall be directly in sight of all men at all times, nor shall it mean that a journeyman cannot supervise a group of groundman hole digging, pole tamping, or right-of-way crew, within the terms of this Agreement. This shall be in accord with Article X, Section 10.02.

SHOW-UP PAY:

Section 3.16. The Employer shall establish headquarters at a shop, filling station, warehouse, mobile unit, or similar building and sanitary facilities which are heated in winter and located on all weather roads, as designated on a current highway map.

There shall also be furnished a place of shelter from rain or snow at the reporting place, or riding to and from the job.

Section 3.17. When men report to work and not being able to work, they shall receive two (2) hours pay; or if they go out to work and have to return to the show-up prior to 10:00 a.m., they will receive only two (2) hours pay. In the event they work into the third hour and then are shut down, they shall receive no less than four (4) hours pay.

If an employee volunteers to stay on the job instead of receiving a two (2) hour show up pay and returning home all hours worked will be at the straight time rate.

If an applicant for employment is turned down after reporting to the contractor, he shall be paid an application fee of two hours equivalent to the classification turned down. If the job is more than 200 highway miles, he shall be paid an application fee of four hours equivalent to the classification turned down.

In the event men are put to work at 12:31 p.m. and have to return to the show-up prior to 2:30 p.m., they will receive only two (2) hours pay. In the event they work into the third hour and are shut down, they shall receive not less than four (4) hours pay.

SHIFT WORK:

Section 3.18. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The Second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven (7 1/2) hours work.

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

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of the regular shift shall be paid at one and one-half (1 1/2) times the "shift" hourly rate.

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

ARTICLE IV

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 or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 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 (3 1/2) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Lineman's examination given by a duly constituted Outside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee and who have been employed in the trade for a period of at least one (1) year in the past three and one half (3 ½)years in the geographical area 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 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 I.B.E.W. or have been certified as a Journeyman Lineman by any Outside Areas 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 area and who have been employed in the normal construction labor market for at least six months in the last two and one-half 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 I.B.E.W. and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

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

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

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

CLASSIFICATION C
GROUNDMAN - 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 Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 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:

The State of Oklahoma except that within the following counties: Beaver, Cimarron, LeFlore-Braden, Pocola and Spiro Townships only; Sequoyah - that portion east of Brent, Prices, Chapel Rocky Mountain and Sallisaw Townships only and Texas.

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 this 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 I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three and one half (3 ½) years' experience in the trade.

Section 4.11. The Union shall maintain an "Available for 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 "Available for Work List" must renew his application every 30 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 "Available for Work List" and then referring applicants in the same manner successively from the "Available for 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.

REPEATED DISCHARGE:

Section 4.14(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 set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.20. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Outside Area Training Agreement.

ARTICLE V

STANDARD OUTSIDE APPRENTICESHIP & TRAINING LANGUAGE

Section 5.01. The Area Training Agreement entered into between the Southwestern Line Constructors Chapter of NECA, and IBEW local union number 1002 as approved by the International President on April 18, 2005, 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 one and a half percent (1.5%) of gross monthly labor payroll. Apprentices' wages and ratio of apprentice to Journeymen 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 Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

Section 6.01(A) If during the term of this agreement, the trustees of NEBF increase the required funding, wages or benefits, will be reduced by the amount of the increase effective the date such increase commences and the employer shall then contribute to NEBF such increase described above.

HEALTH AND WELFARE:

Section 6.02. The Employer agrees to pay into the Benefit Fund, known as the Line Construction Benefit Fund, up to six dollars and seventy-five cents ($6.75) for each hour worked by all employees covered by this Agreement during the term of this Agreement. Effective 1/1/2022, the employer agrees to pay seven dollars ($7.00) per hour. The contribution of the Employer shall be used to provide temporary disability insurance, hospital, surgical, dental and medical expenses benefits to eligible employees and/or their dependents in such form and amount as the Trustees of the Benefit Fund may determine and to provide funds for the organization and administration expenses of the Benefit. The contributions may also be used to provide group life insurance to eligible employees if the Trustees of the Benefit Fund determine this protection is advisable.

Any increase in the Lineco rate other than outlined above shall be paid for through a reduction in the HRA. In the event there is an insufficient amount in the HRA, wages will be reduced to cover the difference.

Section 6.03. The said Benefit Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representative of the Chapter and the Union. If any Employer fails to make contributions to said Welfare Fund as provided in this Agreement no later than the 20th day following the end of each calendar month, he shall be subject to having this 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 Line Construction Benefit Fund.

Section 6.04. The Employer agrees to pay into a Benefit Fund, known as the Line Construction Health Reimbursement Account (HRA), an amount equal to $1.25 (one dollar and twenty-five cents) per hour worked effective 8/15/21, for all employees covered by this Agreement.

Effective 7/3/22, the employer agrees to pay an additional $0.25 (twenty-five cents), effective 7/2/23 the employer agrees to pay an additional $0.25 (twenty-five cents) and effective 6/30/24 the employer agrees to pay an additional $0.25 (twenty-five cents), for all employees covered by this agreement.

NATIONAL ELECTRICAL ANNUITY PLAN (NEAP):

Section 6.05. 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 Workers 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), effective 8-15-21the individual employer will forward monthly to NEAP's designated collection agent an amount defined below (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 suite initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than 15 calendar days following the end of each calendar month.

25%	General Foreman Foreman Cable Splicer Journeyman Lineman Journeyman Technician
$8.50	Heavy Equipment Operator
$6.25	Groundman w/CDL
$6.00	Groundman
$5.50	Apprentice 4 to Apprentice 7
$3.00	Apprentice 3
$2.00	Apprentice 2
$1.00	Apprentice 1

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 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

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.)

Payments 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.

ADMINISTRATIVE MAINTENANCE FUND

Section 7.02. 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 employers.

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.

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.

ARTICLE VIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 8.01. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relation Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

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

Section 8.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03. Each employer shall contribute zero percent (0%) 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 Chapters, 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 Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04. If an Employer fails to make the required contribution to the Fund, the Trustees shall have the right to take whatever steps 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 communications between representatives of labor and management;
2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving 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 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 cent) 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 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 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 ($20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE X

SAFETY

Section 10.01. First-aid kits and drinking water shall be furnished on all line trucks and job sites. Drinking water and containers must be approved by the Employer and the Union.

Section 10.02. The provisions of the National Electric Safety Code shall be observed at all times on all jobs except live line work on lines above 6900 volts, phase to phase, shall be worked with hot sticks and shall be under the direct supervision of a foreman, except in making taps with hot line tools for transformer installations. This does not apply to the use of approved insulated bucket trucks.

Section 10.03. Journeyman Lineman shall not be permitted to work on energized lines exceeding 600 volts, unless accompanied by another Journeyman Lineman, or a qualified Apprentice.

Section 10.04. The Employer shall provide, and the workmen shall use, adequate protection equipment while working on energized lines and equipment. Rubber goods and aerial baskets shall be tested in accordance with the OSHA regulations.

Section 10.05. No workmen shall be permitted to work while intoxicated or under the influence of liquor or shall be allowed compensation for any hours not actually worked.

Section 10.06. All work being performed on distribution voltages or 15,000 volts phase to ground, or transmission voltages from 20,000 volts phase to ground from an aerial bucket, shall be performed by a four (4) man crew which will consist of one (1) foreman, two (2) journeyman lineman and one (1) groundman or apprentice lineman. All work being performed shall be from an approved aerial bucket with approved rubber goods. All rubber goods shall be rated at not less than 30,000 volts and shall be tested every 90 days, and stamped accordingly. Aerial bucket shall be tested dielectrically every six (6) months or sooner if deemed necessary, and a record of all testing shall be kept on the bucket trucks at all times.

Distribution voltages up to 15,000 volts phase to ground and transmission voltages up to 20,000 volts phase to ground may be worked from an approved insulated bucket truck.

During unfavorable weather conditions, no work shall be performed on these voltages from an aerial bucket.

EMPLOYER'S RESPONSIBILITY:

Section 10.07. It is the Employer's exclusive responsibility to ensure the safety of its employees and their compliance with these safety rules and standards.

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 the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE 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

SEPARABILITY CLAUSE:

Should any provision of the 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.

SIGNATURE PAGE

IN WITNESS WHEREOF,

the parties have affixed their signatures this 9th day of September, 2021

FOR THE SOUTHWESTERN LINE CONSTRUCTORS CHAPER NECA:

Joe Mitchell
Chapter Manager

Greg Darkenwald
Chapter Chairman

FOR THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1002:

Brad Perkins
Business Manager

Joshua D Mickley
President

Letter of Agreement
Between
IBEW Local Union 1002 and Southwestern Line Constructors Chapter, NECA

IBEW Local Union No. 1002 and Southwestern Line Constructors Chapter, NECA have discussed the need to organize Technicians for substation work in Oklahoma. The Parties have agreed to create a classification of Substation Technician. It is agreed that all changes in classifications be cleared through the Local Union office.

Qualifications for Journeyman Substation Technician:

Journeyman Substation Technician classification must have 3 ½ or more years of journeyman experience in the construction and or maintenance of substation work and not have quit or have been terminated from an approved IBEW/NECA JATC program within the last 3 ½ years.

Substation Technician 1 through 3 classifications will be utilized for organizing purposes for individuals who have experience in the construction and or maintenance of substations and have not quit or have been terminated from an approved IBEW/NECA JATC program within the last 3 ½ years. Local 1002 and the Employer shall mutually agree and which level the individual will start at and shall agree when each individual is ready for advancement to the next level.

All Apprentice Substation Technicians must be registered with the Southwestern Line Construction JATC Substation Technician Apprentice program and shall be governed by the Policies of the JATC.

Job duties:

Non-Energized, Installation, removal and replacement of electrical Substation systems and structures only.

	Wage Rate 8-15-21	Wage Rate 7-3-22	Wage Rate 7-2-23	Wage Rate 6-30-24
General Foreman (115%)	$43.70	$45.01	$46.36	$47.75
Foreman (110%)	$41.80	$43.05	$44.34	$45.67
Journeyman Substation Technician	$38.00	$39.14	$40.31	$41.52
Substation Technician 3 (90%)	$34.20	$35.23	$36.28	$37.37
Substation Technician 2 (85%)	$32.30	$33.27	$34.26	$35.29
Substation Technician 1 (80%)	$30.40	$31.31	$32.25	$33.22
(NEAP for Techs 1-3 shall be $5.50/hr worked)				
Substation Technician 1 (60%)	$22.80	$23.48	$24.19	$24.91
Substation Technician 2 (65%)	$24.70	$25.44	$26.20	$26.99
Substation Technician 3 (70%)	$26.60	$27.40	$28.22	$29.06
Substation Technician 4 (75%)	$28.50	$29.36	$30.23	$31.14
Substation Technician 5 (80%)	$30.40	$31.31	$32.25	$33.22
Substation Technician 6 (85%)	$32.30	$33.27	$34.26	$35.29
Substation Technician 7 (90%)	$34.20	$35.23	$36.28	$37.37
(NEAP for Apprentice Techs shall be at the same $/hr as Apprentices in the main agreement)				

All other benefits, terms and conditions shall be covered by the Outside Agreement between IBEW, Local 1002 and Southwestern Line Constructors Chapter, NECA.

Signed For Southwestern Line Constructors Chapter, Inc. NECA

Joe Mitchell, Chapter Manager
Date 9-9-21

Signed For Local Union 1002 International Brotherhood of Electrical Workers

Brad Perkins, Bus. Manager
Date 9/10/21

Letter of Agreement
Between
IBEW Local Union 1002 and Southwestern Line Constructors Chapter, NECA

IBEW Local Union No. 1002 and Southwestern Line Constructors Chapter, NECA have discussed the need to organize Technicians for transmission work in Oklahoma. The Parties have agreed to create a classification of Transmission Technician. It is agreed that all changes in classifications be cleared through the Local Union office.

Qualifications for Journeyman Transmission Technician:

Journeyman Transmission Technician classification must have 3 ½ or more years of journeyman experience in the construction and or maintenance of Transmission work and not have quit or have been terminated from an approved IBEW/NECA JATC program within the last 3 ½ years.

Transmission Technician 1 through 7 classifications will be utilized for organizing purposes for individuals who have experience in the construction and or maintenance of Transmission lines and have not quit or have been terminated from an approved IBEW/NECA JATC program within the last 3 ½ years. Local 1002 and the Employer shall mutually agree and which level the individual will start at and shall agree when each individual is ready for advancement to the next level.

Job duties:

Non-Energized, Installation, removal and replacement of electrical Transmission systems and structures only.

	Wage Rate 8-15-21	Wage Rate 7-3-22	Wage Rate 7-2-23	Wage Rate 6-30-24
General Foreman (115%)	$43.70	$45.01	$46.36	$47.75
Foreman (110%)	$41.80	$43.05	$44.34	$45.67
Journeyman Transmission Technician	$38.00	$39.14	$40.31	$41.52
Transmission Technician 1 (60%)	$22.80	$23.48	$24.19	$24.91
Transmission Technician 2 (65%)	$24.70	$25.44	$26.20	$26.99
Transmission Technician 3 (70%)	$26.60	$27.40	$28.22	$29.06
Transmission Technician 4 (75%)	$28.50	$29.36	$30.23	$31.14
Transmission Technician 5 (80%)	$30.40	$31.31	$32.25	$33.22
Transmission Technician 6 (85%)	$32.30	$33.27	$34.26	$35.29
Transmission Technician 7 (90%)	$34.20	$35.23	$36.28	$37.37

(NEAP for Techs 1-7 shall be at the same $/hr as Apprentices in the main agreement)

All other benefits, terms and conditions shall be covered by the Outside Agreement between IBEW, Local 1002 and Southwestern Line Constructors Chapter, NECA.

Signed For Southwestern Line Constructors Chapter, Inc. NECA

Joe Mitchell, Chapter Manager

Date 9-9-21

Signed For Local Union 1002 International Brotherhood of Electrical Workers

Brad Perkins, Bus. Manager

Date 9/16/21