

UTILITY OUTSIDE LINE CONSTRUCTION AGREEMENT

Between

LOCAL UNION NO. 2286 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

And

SOUTHWESTERN LINE CONSTRUCTORS CHAPTER, NECA

Agreement by and between the Southwestern Line Constructors Chapter, and LOCAL UNION NO. 2286, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

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

As used hereinafter in this Agreement, the term “Chapter” shall mean the SOUTHWESTERN LINE CONSTRUCTORS CHAPTER, NECA, and the term “Union” shall mean LOCAL UNION NO. 2286, 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:

ARTICLE I EFFECTIVE DATE-CHANGES-GRIEVANCES-DISPUTES

SECTION 1.01: This agreement shall take effect September 4, 2023, and shall remain in effect through August 29, 2027, unless otherwise specifically provided for herein.

It shall continue in effect from year to year thereafter, from the start of the first full pay period in December 1 through the last pay period starting in November of each year, unless changed or terminated in the way later provided herein.

- SECTION 1.02:(a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
 - (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
 - (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of the 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.

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.

ARTICLE II SCOPE AND PURPOSE OF THIS AGREEMENT

SECTION 2.01: This Agreement shall apply to any addition or extension to existing outside electrical facilities to be performed by the Employer for all Electric Utilities in Union's jurisdiction, including line extension, transmission line construction, conversion or maintenance. Powerhouse and Powerhouse Substations are excluded from the terms of this Agreement.

The purpose of this Agreement is to create the machinery for the establishment of proper cooperation between the Union and the Employer in order that the mutual objective of maximum service at economical cost may be attained. Productivity, efficiency and the settlement of differences by rational common sense methods are the principal objectives of this Agreement.

SECTION 2.02: 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 the 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 2.03: Any provision in the Agreement which is in contravention of any national, state, or local law or governmental regulation affecting all or part of the area where work is being performed under the terms of this Agreement shall be suspended in operation within the territorial limits to which such law or regulation is applicable for the period during which such laws or regulation is in effect. Such suspension shall not affect the operation of such provisions in areas where work is being performed under the terms of the agreement to which the law or regulation is not applicable, nor shall it affect the operation of such provisions in areas where work is being performed under the terms of the Agreement to which the law or regulation is not applicable, nor shall it affect the operation of the remainder of the provisions of the Agreement within the territorial limits to which such law or regulation is applicable.

SECTION 2.04: For all workmen covered by this Agreement, the Employer shall carry workmen's compensation insurance, Social Security. Unemployment and other such protection insurance as may be required by the laws of the respective States, and shall furnish satisfactory proof of such to the Union upon request.

SECTION 2.05: Both the Employer and the Union recognizes the mutual value of aiding by all proper and reasonable mean the productivity of the individual employee and both will undertake individually and jointly to maintain a satisfactory level of production on the job.

SECTION 2.06: 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 violation of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union, after 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 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.

SECTION 2.07: 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 the 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 foremen, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

SECTION 2.08: 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 (4) bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two (2) 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 the 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.

ARTICLE III WAGES-WORKING CONDITIONS Classification List for Agreements

SECTION 3.01: Eight (8) consecutive hours work between 7:30 AM and 4:30 PM excluding lunch period, 12:00 Noon to 12:30 PM, shall constitute a regular work day. Forty (40) hours within five (5) days, Monday through Friday, inclusive, shall constitute a regular work week. Starting time and work week may be modified by mutual agreement of the Business Manager and Employer.

SECTION 3.02: (a) The Employer may establish a work week consisting of four (4) consecutive ten (10) hour days between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, at the straight time rate of pay. An unpaid one - half hour period shall be allowed for lunch.

(b) The Employer may establish a second shift consisting of four (4) consecutive ten (10) hour nights between the hours 6:00 p.m. and 6:00 a.m., Monday through Friday, at the straight time rate plus one dollar and fifty cents (\$1.50) per hour worked as a shift differential. An unpaid one - half hour period shall be allowed for a meal.

(c) Friday may be used as a make-up day, and, if utilized, a minimum of eight (8) hours work must be scheduled. All overtime will be paid according to the overtime provisions of Section D & E, below. Scheduling changes, regardless of duration, shall not affect the terms and conditions of this Section.

(d) After an individual employee has accumulated ten (10) hours in the workday, or forty (40) hours in the workweek, Monday through Friday, overtime shall be paid at a rate of one and one-half times (1 1/2) the straight time rate of pay. This shall apply to make-up days, as well. Work performed on Saturdays shall be paid at 1.5 times the straight time rate. Work performed on Sundays and Holidays, as recognized in Section 3.05 of this Agreement, shall be paid at two (2) times the straight time rate.

(e) Overtime for the Second Shift shall be computed by adding the shift differential (\$1.50) to the straight time rate and then multiplying the sum by the applicable overtime rate.

(f) There shall be no pyramiding of overtime rates, and double the straight time rate shall be the maximum compensation for any hour worked.

SECTION 3.03: When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 AM and 4:30 PM. 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 PM and 12:30 AM. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one half (7 1/2) hours work.

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

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

There shall be no pyramiding of overtime rates and double the straight-time rate shall be the maximum compensation for any hour worked.

There shall be no requirement for a day shift when either the second or third shift is worked.

SECTION 3.04: All work performed outside the regularly scheduled working hours, Monday through Friday, inclusive, also work performed on Saturday, shall be paid for at one and one-half (1 ½) times the regular straight time rate of pay, except that one and one-half (1 ½) time shall be paid for all time worked from 12:01 AM to the regular starting time, also one and one-half time shall be paid for all work performed in excess of sixteen (16) consecutive hours, excluding lunch periods, until relieved for eight (8) hours rest period.

(a) Employees working more than two (2) hours of unscheduled overtime or more than four (4) hours emergency call out overtime and each four (4) hours thereafter shall be furnished a box lunch with coffee or milk.

SECTION 3.05: All work performed on Sundays and the following holiday: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid for at double the regular straight time rate of pay. No work shall be performed on Labor Day except in case of emergency.

SECTION 3.06: The Selection of Employees to Perform Overtime Work

1. The Employer may retain the employees who have been performing the work on the regular shift.
2. If additional men are required, the Employer shall be performed to select the workmen whom he considers best qualified.
3. If the Employer does not consider that the full crew is needed, he shall be permitted to select the particular workmen or workmen required to do the job.
4. The Employer shall have the prerogative of determining the supervision necessary.

SECTION 3.07: The minimum hourly rate of pay shall be as follows:

	9-4-23	9-2-24	9-1-25	8-31-26
General Foreman-JL+\$3	\$49.85	\$51.72	\$53.43	\$55.20
Foreman-JL+\$2	\$48.85	\$50.72	\$52.43	\$54.20
Jrn Lineman	\$46.85	\$48.72	\$50.43	\$52.20
*Journeyman Tech-90%	\$42.17	\$43.85	\$45.39	\$46.98
Large Equip Operator	\$35.08	\$36.48	\$37.76	\$39.08
Small Equip Operator	\$26.31	\$27.36	\$28.32	\$29.31
Groundman (Thereafter)	\$23.95	\$24.91	\$25.78	\$26.98
Groundman (2 nd 6 Months)	\$19.75	\$20.54	\$21.26	\$22.00
Groundman (1 st 6 Months)	\$17.54	\$18.24	\$18.88	\$19.54
Construction Lineman- Level 1 (80% of JL)	\$37.48	\$38.98	\$40.34	\$41.76
Construction Lineman- Level 2 (90%of JL)	\$42.17	\$43.85	\$45.39	\$46.98

*Journeyman Tech classification should be used for Journeyman Wireman working out of classification.

Apprentices:

1 st period-60%	\$28.11	\$29.23	\$30.26	\$31.32
2 nd period-65%	\$30.45	\$31.67	\$32.78	\$33.93
3 rd period-70%	\$32.80	\$34.10	\$35.30	\$36.54
4 th period-75%	\$35.14	\$36.54	\$37.82	\$39.15
5 th period-80%	\$37.48	\$38.98	\$40.34	\$41.76
6 th period-85%	\$39.82	\$41.41	\$42.87	\$44.37
7 th period-90%	\$42.17	\$43.85	\$45.39	\$46.98

1st six month groundman and 2nd six month groundman will receive the minimum NEAP contribution of 25 cents per hour.

Probationary Groundman (first 90 days) will not be eligible for LINECO.

*It is understood that the operator of a truck will perform Groundman work during the day, as called upon, when the truck is not in operation.

*Nothing in this Agreement shall be construed to limit a Journeyman Lineman from performing any type of work, including operation of any power equipment.

SECTION 3.08: The payroll period will begin with the beginning of business at 12:01 AM on Monday of each week and continue through Sunday at 12:00 midnight of the following week. Wages shall be available at the regular quitting time and paid on Friday of the following week. Wages shall be available at the regular quitting time and paid on Friday for work done up to midnight on the preceding Sunday. Should Friday be one of the days noted in Section 3.05 hereof, wages shall be paid on Thursday, but not later than regular quitting time for work done up to 12:00 midnight on the preceding Sunday. Should Friday be one of the days noted in Section 3.05 hereof, wages shall be paid on Thursday, but not later than regular quitting time for work done up to 12:00 midnight of the preceding Sunday.

Any workman laid off or discharged by the Employer shall be paid his wages immediately. Any man quitting shall be paid in full in twenty-four (24) hours, excluding Saturdays, Sundays, and holidays. If the employee does not collect his wages at the Employer's headquarters within the twenty-four (24) hour period, the Employer will mail the employee's wages the following day. In the event payment is not made as set out above, waiting time at the regular rate shall be charged until payment is made, not to exceed eight (8) hours per day at the rate of straight time.

SECTION 3.09: All Employers subject to the terms of this Agreement shall carry an Indemnity Bond issued by a Company authorized to do business in the State of Texas in the amount of twenty-five thousand dollars (\$25,000.00), as evidence of financial responsibility, and to insure proper payments to the Line Constructors Benefit Fund, the Electrical Joint Apprenticeship and Training Fund, the National Employees Benefit Joint Apprenticeship and Training Trust Fund, the National Employees Benefit Board, IBEW District Ten-NECA, to Local Union No. 2286, I.B.E.W. for dues withheld upon behalf of the Union members, and for wages required under this contract.

The aforesaid Bond shall be executed for a period of time to conform to the time limitations set forth in this Agreement, and shall be renewed as provided for in subsequent Agreements.

The Bond shall provide that it may not be cancelled by either the Employer or the Insurance Carrier without thirty (30) days written notice in advance to the Union by certified, registered, or insured mail for the Surety. Proof of the execution of the Bond, in the form of an affidavit executed by the Insurance Carrier, shall be furnished the Union for each Employer. Such affidavit shall show on its face that it may not be cancelled by either Insurance Carrier or the Employer without prior notification to the Union. The Local Union shall furnish a copy of the affidavit of Bond to each of the Funds.

The obligee (Local Union 2286, I.B.E.W.) shall notify the Surety within thirty (30) days after having knowledge of a breach of this Agreement by the principle hereof.

In the event of an Employer giving an uncollectible check, this Agreement shall be considered breached by the Employer until the sum involved has been made good, together with all added costs.

SECTION 3.10: The appointment of proper supervision and appropriate number of workmen used on any job shall be the responsibility of the Employer as governed by safety requirements and type and amount of work to be performed.

SECTION 3.11: All crews and jobs shall have a foreman; workmen are not to take orders or accept the lay out of any jobs from anyone except the foreman with exception of safety instruction. After tools, equipment and material are delivered to one job site, all hauling of materials, tools, and equipment must be performed by employees covered under this Agreement for the duration of the job.

SECTION 3.12: Foreman shall not be required to supervise more than seven (7) journeyman and the groundmen necessary. A line crew shall have a foreman in charge of the work, either working or non-working; however, when such a crew consists of three or more journeymen, including the foreman, the foreman shall not be required to perform productive work. The Employer shall not require groundmen to perform work normally done by linemen. Groundmen shall assist the lineman in the performance of the work. Groundmen shall not use lineman's tools. The groundman ratio shall not exceed one (1) groundman to one (1) journeyman.

SECTION 3.13: When three (3) or more crews are employed on one job there shall be a general foreman who shall not be required to act as a crew foreman. One general foreman shall not supervise more than five (5) crews.

SECTION 3.14: The Employer shall decide on the competency and qualifications of the employees and shall have the right to hire or discharge accordingly it being understood, however, that the Union may handle as a grievance under Article IV any charge of discrimination that may arise.

SECTION 3.15: The Union and the Employer mutually agree that as the work progresses crews may have transferred wholly or impart, at the discretion of the Employer, from place to place over the company system, to suit job requirements. Should crews' headquarters be moved in less than ten (10) day intervals, workmen shall receive on one (1) hour overtime pay per day until the ten (10) day period has expired unless crew is moved to company's main office headquarters.

SECTION 3.16: If any employee is discharged or laid off, he shall be paid promptly for all time worked. Should he be required to wait for his pay, he shall be paid for such waiting at the regular straight time hourly rate. When an employee is terminated a termination slip stating reason for termination shall be furnished to the employee and to the Local Union.

When an employee gives forty-eight (48) hours notice of resignation, he shall be paid in full at time of resignation, otherwise he may be required to wait until the end of the next payroll period before receiving his final check. If the employee is not available to get his final check, the Employer shall mail it the following day.

SECTION 3.17: Should an employee be required by the Employer to report for work at the regular starting time of the shift and not be given work, he shall receive two hours pay provided the employee shall remain on the job for this period, unless released by the Employer.

SECTION 3.18: Should an employee start to work at the starting time of the shift, he shall receive not less than four (4) hours pay, provided that the employee shall remain on the job for this period, unless released by the Employer.

SECTION 3.19: When employees are called out on trouble or emergency work outside the regularly scheduled working hours, they shall receive not less than four (4) hours pay upon showing up at the appropriate overtime rate of pay.

SECTION 3.20: The foregoing requirements shall not be applicable when the employee voluntarily quits or lays off.

SECTION 3.21: The regular crew headquarters may be established by the Employer at any filling station, store, building, or suitable location as near the job site as in his judgment is necessary for the expeditious and economical prosecution of the work. This headquarters must be on all weather road with adequate parking facilities and shelter provided. The regular work periods of eight (8) hours shall include one-way traveling from the regular established crew headquarters to the job. Workmen shall be allowed the time in excess of thirty (30) minutes to return from the job to the regular headquarters. Truck drivers shall be paid for all time worked.

SECTION 3.22: Journeymen shall provide themselves the following tools:

Tool belt and safety strap	Set of climbers
Pliers	Hammer
Skinning knife	Screw driver
72% Rule	12" Crescent wrench

SECTION 3.23: The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued them providing the Employer furnishes the necessary lockers, tool boxes, or other safe places for storage. The Employer shall furnish necessary lockers, tool boxes, or other safe place for storage of the employee's personal tools and will be held responsible for their safe keeping.

SECTION 3.24: Workmen who are required to perform work in mud or water shall be furnished rubber boots.

SECTION 3.25: Safety: It is the Employer's exclusive responsibility to ensure the safety of its employees and their compliance with these safety rules and standards.

SECTION 3.26: The Employer and the Local Union will agree to a conference requested by either party on those projects of a nature that would expose employees to unusual hazardous conditions.

1. In addition to the Employer being required to establish adequate safety measures and furnish appropriate safety equipment, it shall also be a requirement of the employees to conform to safety regulations and measures as provided.
2. All de-energized conductors will be grounded before they can be considered dead. Work will be done on the de-energized conductors between grounds only. Journeyman Linemen shall not be permitted to work on energized lines exceeding 600 volts unless accompanied by another Journeyman Lineman or qualified apprentice and supervised by a foreman on the ground. The Employer shall provide and workmen shall use adequate protection equipment while working on energized circuits with a potential of over 4160 volts with rubber gloves directly from a pole or other type structures.
3. Employer will provide safety hats and the employee will be responsible for wearing the hat and its safe keeping. In the event that employee does not return the hat upon his termination the price of the hat will be deducted from his final check.

SECTION 3.27: No lineman will be allowed to climb up or down suspension insulators.

SECTION 3.28: The Employer shall be required for the testing of gloves and sleeves at intervals not to exceed ninety (90) days, for bucket trucks and blankets every 180 days with date of last test stamped on equipment.

SECTION 3.29: Steward will remain on the job site when any work is being performed.

SECTION 3.30: The Employer agrees to deduct and forward to the (Financial Secretary of the Local Union) upon receipt of a voluntary written authorization-the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

SECTION 3.31: The Employer shall forward each week a weekly report giving the names, total number of hours and gross earnings received by each member of the Union who is employed during each pay week.

**ARTICLE IV
STANDARD OUTSIDE REFERRAL**

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 the 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, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

SECTION 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 ½) or more years experience in the trade; are residents of the geographical area constituting the normal construction labor market; have passed a Journeyman Lineman's examination given by a duly constituted Outside Construction Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee; and who have been employed in the trade for a period of at least one (1) year in the last three and one-half (3 ½) 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 I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

- GROUP II All applicants for employment who have three and one-half (3 1/2) or more years experience in the trade and who have passed a Journeyman Lineman's examination give by a duly constituted Outside Local Union of the I.B.E.W. or have been certified as a Journeyman Lineman by any Outside Area Joint Apprenticeship and Training Committee.
- GROUP III All applicants for employment who have two (2) or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market area, and who have been employed in the normal construction labor market for a least six (6) months in the last two and one-half (2 1/2) years in the geographical area covered by the collective bargaining agreement.
- GROUP IV All applicants for employment who have worked at the trade for more than one (1) year.

CLASSIFICATION B
Heavy Equipment Operator

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

Counties, State of Texas: Jefferson, Orange, Hardin, Tyler, Chambers, Liberty, Polk, San Jacinto, Trinity, Walker, Montgomery, Grimes, Madison, Robertson, Brazos, Burleson, and Washington.

The above geographical area is agreed upon by the parties to include the areas 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 (1) 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: “Examinations” –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 the 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 had three and one-half (3 ½) 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.

SECTION 4.12: An applicant who has registered on the “Out of 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 (40) 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, than 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.

SECTION 4.14:(b) REPEATED DISCHARGE: An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks or longer depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to this/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 processing 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 references 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 4.04-4.15 of this 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 decision 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 APPRENTICESHIP AND TRAINING

SECTION 5.01: The Area Training Agreement entered into between the Southwestern Line Chapter of NECA, and IBEW Local Union 2286 as approved by the International President on December 29, 2003 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 (1.5%) percent of the gross monthly labor payroll. Apprentices' wages and ratio of apprentice to Journeymen are specified in the Area Training Agreement.

ARTICLE VI FRINGE BENEFITS

SECTION 6.01: NEBF

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.

ARTICLE VII

Health and Welfare Fund

SECTION 7.01 HEALTH AND WELFARE

The Employer agrees to pay into a Benefit Fund, known as the Line Construction Benefit Fund effective January 1, 2023 seven dollars (\$7.00) and effective January 1, 2024 seven dollars and twenty-five cents (\$7.25) for each hour worked by all employees covered by this Agreement. If there is any increase in Lineco during the term of this agreement, the contribution amount to the Line Construction Health Reimbursement Account shall be reduced by the amount of the increase. In the event that there are no additional HRA Funds available, the wages shall be reduced by the amount of the increase. The Contributions of the Employer shall be used to provide temporary disability insurance, hospital, surgical and medical expense 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 organizations and administration expenses of the Benefit Fund. 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. The payment and the payroll report shall be mailed to reach the office of the Lineco Fund not later than fifteen (15) calendar days following the end of each calendar month.

SECTION 7.02 The Employer agrees to pay into a Benefit Fund, known as the Line Construction Health Reimbursement Account (HRA), effective 9-4-23 an amount equal to one dollar and thirty-five cents (\$1.35) per hour worked for Journeyman Lineman, Foreman and General Foreman and an amount equal to one dollar and twenty-five cents (\$1.25) per hour worked for all other classifications. Effective 1-1-2024 these amounts shall be reduced by twenty-five cents (\$0.25) to cover the 1-1-24 Lineco Increase. Effective 9-2-24 the contribution shall be increased an amount equal to twenty-five cents (\$0.25) per hour for all employees covered by this Agreement. Effective 9-1-25 the contribution shall be increased an amount equal to twenty-five cents (\$0.25) per hour for all employees covered by this Agreement. Effective 8-31-26 the contribution shall be increased an amount equal to twenty-five cents (\$0.25) per hour for all employees covered by this Agreement.

SECTION 7.03 The said Benefit Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives 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 7.04 New Groundmen that have not previously performed IBEW signatory work shall not be eligible to receive Lineco or HRA contributions for the first ninety (90) days of employment.

ARTICLE VIII

National Electrical Annuity Plan

SECTION 8.01: NATIONAL ELECTRICAL ANNUITY PLAN (NEAP)

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), the individual Employer will forward monthly to NEAP's designated collection agent an amount equal to:

Journeyman Lineman, Foreman, General Foreman & Construction Lineman - **17% of gross pay**
Journeyman Tech - **\$6.40 per hour worked**
Large Equipment Operator - **\$5.22 per hour worked**
Apprentice 5th to 7th Step - **\$5.00 per hour worked**
Small Equipment Operator - **\$3.92 per hour worked**
Groundmen Thereafter, Apprentices 2nd to 4th Step - **\$3.00 per hour worked**
Groundmen (1st Year), Pre-Apprentices, Probationary Trainees and 1st Step Apprentices -
\$0.25 per hour worked

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 the NEAP on the last day of each calendar month, which may be recovered by suit initiated by the 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.

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 IX
NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)**

SECTION 9.01: 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 X
LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)**

SECTION 10.01: The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. 175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. 186(c)(9). The purposes of the 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 organizational effectiveness;
3. to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

5. to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
6. to 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 10.02: 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 10.03: Each employer shall contribute ZERO CENTS. 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 10.04: If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XI
NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE
(NLMCC)

SECTION 11.01: 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 11.02: 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 11.03: Each employer shall contribute one cent (\$0.01) 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. Southwestern Line Constructors Chapter, NECA, or its designee, shall be the collection agent for this Fund.

SECTION 11.04: If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

SECTION 11.05: The one (1) cent per hour contribution for the National LMCC is to be paid from the local LMCC Fund. There will be no increase in the wage/fringe package for this contribution.

ARTICLE XII

Administrative Maintenance Fund

SECTION 12.01: 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 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 XIII
WAGES AND CLASSIFICATIONS**

SECTION 13.01: The wage scales of this Agreement in effect on the commencement date of work under an Employers' work order or contact with the client shall prevail for not longer than three (3) months beyond the anniversary date of this agreement, or until the completion date of work under such work order or contract, whichever occurs first.

**ARTICLE XIV
SUBSTANCE ABUSE**

SECTION 14.01: 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 XV
CODE OF EXCELLENCE**

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

**ARTICLE XVI
SEPARABILITY CLAUSE**

SECTION 16.01: Should any provisions 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.

Signed the 4th day of September, 2023

SIGNED FOR THE UNION:

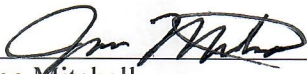
Local Union No. 2286 of
the International
Brotherhood of Electrical
Workers

Johnny Johnson
Business Manager
Local Union, 2286, I.B.E.W.

Ryan Campbell
Asst. Business Manager
Local Union, 2286, I.B.E.W.

SIGNED FOR THE EMPLOYER:

Southwestern Line Constructors Chapter,
NECA



Joe Mitchell
Chapter Manager

Rhett Jackson
Chairman