

OUTSIDE UTILITY LINE CONSTRUCTION AGREEMENT

BETWEEN

**LOCAL UNION NO. 66
INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
HOUSTON, TEXAS**

and the

**SOUTHWESTERN LINE CONSTRUCTORS CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.
KANSAS CITY, MISSOURI**

September 1, 2023 through August 31, 2025

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**OUTSIDE UTILITY LINE CONSTRUCTION AGREEMENT
BETWEEN
LOCAL UNION NO. 66, IBEW AND
SOUTHWESTERN LINE CONSTRUCTORS CHAPTER, NECA**

Agreement by and between the Southwestern Line Constructors Chapter, National Electrical Contractors Association and Local Union No. 66, IBEW.

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

As used hereinafter in this Agreement, the term "Chapter" shall mean the Southwestern Line Constructors Chapter, National Electrical Contractors Association and the term "Union" shall mean Local Union No. 66, IBEW.

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

SCOPE OF AGREEMENT

The scope of work covered by this Agreement shall include all outside construction and maintenance of overhead and underground transmission or distribution lines or circuits, traffic signals and street lighting, the construction and maintenance of all outdoor substations and the operation of any and all power equipment necessary thereto, when performed for electric utilities, REA Co-ops, public power authorities, railroads and municipalities.

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:

This Agreement is made for the purpose of stabilizing wage rates, hours of employment and other conditions of employment in the areas designated for any outside electrical construction for electric utilities, REA Co-ops, public power authorities, railroads and municipalities except switching and/or substations when adjacent to or part of electrical generating systems.

ARTICLE 1
EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

1.01 This Agreement shall take effect September 1, 2023 and shall remain in effect until August 31, 2025, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1 through August 31 of each year, unless changed or terminated in the way later provided herein.

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 decision 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.

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.

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.

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.

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

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.

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.

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 matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

1.10 The Employer shall have the right to exercise customary and regular functions of management except as otherwise provided for in this Agreement. However, the right of the Union to bring a grievance alleging abuse of these rights is recognized. All grievances must be filed within ten (10) days from the time that the alleged violation became known.

ARTICLE 2 MANAGEMENT RIGHTS - UNION RIGHTS

2.01. 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.

2.02. Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements and employing not less than one Journeyman Lineman.

He must also have sufficient tools, equipment and safety devices to safely perform the work for which he contracts. Rented tools, equipment and safety devices may be used provided they are in good and safe condition and are operated and used by workmen employed under the terms of this Agreement.

2.03. For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this State, Social Security and other protective insurance as may be required by the laws of this State, and shall furnish certificates of insurance to the Union when requested. He shall also make contributions to the Texas Employment Commission.

2.04. No individual connected with an employing concern as owner, manager, partner or member of a board of directors shall perform any manual electrical work.

2.05. No member of Local Union No. 66, while he remains a member of such Local Union and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

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

2.07. ANNULMENT - SUBCONTRACTING

The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his 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 the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

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

2.08. FAVORED NATIONS

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

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

2.10. ACCIDENT REPORTS

(a) In the event of a fatal injury or hospitalization, the Employer shall immediately inform a representative of the Local Union by telephone (within 8 hours).

(b) All serious accidents shall be investigated by the Local Union Business Manager, or such person as he may designate. Should circumstances justify, the District Vice President may direct an investigation and/or request the services of the Safety Director. It is desirable that such accident investigations be conducted in conjunction with Management's investigation; however, in the event that cooperation is not forthcoming from Management, an independent accident investigation will be conducted as an integral part of Union business.

A factual narrative report shall be made by the person conducting the accident investigation and forwarded through the designated channels to the Director of Safety.

Information as to estimated loss of time and as to the actual date that an injured member returns to work also shall be considered as a part of each accident report.

2.11. WORKING ASSESSMENT DEDUCTION

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

2.12. CREDIT UNION DEDUCTION

The Employer agrees to deduct (upon receipt of a voluntary written authorization) Credit Union deductions from the pay of each member of the IBEW Local Union 66 Federal Credit Union. The amount to be deducted shall be a minimum of Five Dollars (\$5.00) per week. The Employer will forward same to the IBEW Local Union 66 Federal Credit Union each week, along with a weekly payroll report giving the names, Social Security Numbers and amount deducted from the paycheck of each member of the IBEW Local Union 66 Federal Credit Union who worked in his shop during each pay week. The deduction may be terminated at any payroll period or changed by written authorization after a 30-day period.

2.13. STEWARDS

Employees designated Stewards by the Union shall be recognized by the Company as representatives of the Union and no Steward shall be discriminated against by the Company. The Union shall notify the Company in writing of the names of the accredited Stewards.

ARTICLE 3 HOURS - WAGES - WORKING CONDITIONS

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

3.02. HOURS OF WORK

- Eight Hour Shift – Eight hours' (8) work between the hours of 8:00 o'clock A.M. and 4:30 P.M., with thirty (30) minutes for a lunch period (which shall be taken between the hours of 12:00 Noon and 1:00 P.M. at the option of the Employer) shall constitute a work day. This work day may be varied by no more than two (2) hours by mutual agreement between the Union and the Employer.

Forty (40) hours within five (5) days - Monday through Friday, inclusive - shall constitute the work week. However, when mutually agreed upon by the Local Union Business Manager and the Chapter Manager at a timely conference, the provisions of this section may be altered.

- Ten Hour Shift – Ten hours' (10) work between the hours of 7:00 o'clock A.M. and 5:30 P.M., with thirty (30) minutes for a lunch period shall constitute a work day. These hours of work may be changed, but in no case shall they be changed by more than 1 hour by written mutual agreement the 30 minutes lunch period shall commence not less than 5 hours and end not more than 6 hours after the start time. Forty (40) hours within four (4) days (Monday through Thursday inclusive) shall constitute a normal work week. This section shall also apply when working under Section 3.06 "Shift Work".

It is understood that Fridays may be used as a make-up day for rain-outs, holidays and employees personal time off during the week and will be paid at the regular rate of pay until the number of hours for that week total forty (40) hours. (Storm work and rest periods are excluded). Any hours worked in excess of forty (40) regularly scheduled hours for a normal work week or ten (10) for that day shall be paid at one and one-half (1 ½) the regular rate of pay except as described in 3.04 of this Article. It is understood that this make-up day is a regularly scheduled workday with a minimum of eight (8) hours work. The eight (8) hours is a minimum number of hours, not a maximum. If any employee wishes to be off on this make-up day, they must notify the employer as if it were a regular workday.

When men are directed to report to the job and do not start to work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours at the prevailing rate of pay, unless notified before their regular quitting time the day before.

In the event men are put to work, they shall receive a minimum of five (5) hours' time; an additional two (2) hours' time providing employees go to work at the end of the five (5) hour period; and an additional two (2) hours providing employees go to work at the end of the two (2) hour period. Full work being unavailable, upon the request of the Employer, they shall remain available on the job for these two (2) hour periods or five (5) hour period for which they are paid.

When employees are directed to report to a job and are instructed to go to work by the Employer or the Employer's representative (weather conditions permitting) and they refuse, they shall not receive two (2) hours show-up time.

3.03. NEW EMPLOYEES

All applicants for employment will not be considered an "employee" until they have completed the employer's application process. No pay shall be provided to applicants (not to exceed 1 days' time). Pay for new employees shall begin upon showing up at the job site or show-up location.

3.04. OVERTIME PAY

All work performed outside of the regularly scheduled hours (Monday through Friday) and Saturdays shall be paid for at one and one-half (1½) the regular rate of pay. All unscheduled overtime hours worked between 12:00 midnight and 6:00 A.M. and all work performed on Sundays and the following holidays shall be paid for at double (2) the regular rate of pay: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

In the event an employee works 16 consecutive hours in any 24 hour period, the first 16 hours will be paid at the prevailing rate and the remainder will be paid at the double (2) the regular rate of pay until given ten (10) hours consecutively off, Sundays and holidays excluded.

3.05. CALL-OUTS

When men are called out on trouble or emergency outside the regularly scheduled working hours, they shall be paid at one and one-half (1½) times the regular rate of pay, for all hours worked plus an additional two (2) hours paid at the appropriate overtime rate of pay. When men are sent home due to rain out, or any other reason beyond their control, and are called back during regularly scheduled working hours for trouble or emergency work, such time shall be considered as a call-out and be paid at one and one-half (1½) the regular rate of pay. For work after 12 midnight and on Saturdays, Sundays and holidays, the rates in ARTICLE 3, Section 3.04 shall prevail.

3.06. SHIFT WORK

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

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

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

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

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

3.07. WAGES

Wage rates shall be those as outlined in Appendage "A", Appendage "A-1" and Appendage "B" attached hereto. Wages shall be paid weekly not later than the specified quitting time on Friday, and not more than one week's wages may be withheld at any time.

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 and the Employer has deposited in escrow the sum of One Thousand Dollars (\$1,000.00) as a guarantee that, in the event of any further default in the payment of wages, employees shall be paid wages due and owing them. Such sum shall remain in escrow as long as the Union may require.

3.08. LAYOFF PAY

Any workman reporting for work and being laid off, not having been notified the day previous of such layoff, shall receive not less than two (2) hours' wages in order to gather tools and personal belongings and shall be paid off in full immediately.

Any workman laid off or discharged by the Employer shall be paid all his wages immediately. In the event he is not paid off, waiting time at the regular rate shall be charged until payment is made. Upon the termination of an employee, the Employer will furnish the terminated employee and the Union with a termination slip, stating reason for such termination.

3.09. TOOLS

When employees are referred to a signatory contractor for employment, they shall have in their possession or acquire at the next available class offered after being referred, a valid CPR/FIRST AID card, a valid OSHA 10 Hour card and a valid HAZ-COM card. IBEW Local Union #66 will inform the employer if the employee has or can acquire a DOT license before being referred and will urge all candidates for employment to acquire a current physical receipt and DOT license.

Journeyman and Apprentices shall provide themselves with the following tools:

Knife	Channel Locks	Hammer	Six Foot Rule	Pliers (Cutting)
Climbing Tools	Pencil	Wrench (Adjustable)		Ratchet Wrench (1/2" drive)

The Employer shall furnish all other necessary tools or equipment: Workmen will be held responsible for the tools or equipment issued to them, provided the Employer furnishes the necessary lockers, tool boxes or other safe place for storage. The Employer shall furnish tool boxes or other safe places for storage of employees' tools.

3.10. A Journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time unless errors were made by orders of the Employer or the Employer's representative.

3.11. No workman shall be required to use his personal automobile, motorcycle, or other vehicle in a manner considered to be unfair to other workmen.

3.12. The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under terms of this Agreement and when within control of the Employer.

3.13. Employer may establish headquarters and/or shop at any filling station, garage, building, substation, power plant site or other suitable location. However, it must be accessible to the men and their cars, and must provide shelter and a safe place to keep tools.

Employees will report to headquarters and/or shop ready to leave for the work site at the established starting time and shall travel to the work site on the Employer's time and in Employer's vehicle, which shall consist of covered transportation with adequate seating facilities for all employees. Employees shall remain at the work site until the established quitting time and shall travel to the headquarters and/or shop on their own time but in Employer's vehicle.

3.14. AGE RATIO

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

3.15. SAFETY

(a) **It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.**

(b) On any job where four (4) or more employees are employed, there shall be a safety meeting held once a month on Company time. The safety meeting will be utilized for the purpose of advancing knowledge and experience of the workmen in matters affecting safety line procedures as well as rescue and treatment.

The job steward will work with the Company Safety Representative in the planning of the meeting.

(c) On all energized circuits or equipment carrying 600 Volts or over, as a safety measure, two (2) or more Journeymen or one (1) Journeyman and one (1) qualified Apprentice must work together. All voltage of 4,800 or over shall be worked only with approved "hotsticks" and adequate help, except rubber gloves may be used when working from an approved bucket truck.

(d) All grounded wires, metal conduits or cables on poles or other structures carrying energized primaries shall be properly covered before workmen are required to work in close proximity thereto.

(e) The Employer shall be responsible for periodic testing at intervals, not to exceed ninety (90) days, of all rubber gloves and sleeves, test protective cover every six (6) months and test hot sticks every twelve (12) months. The date of each such testing shall be plainly indicated on the equipment so tested. Antiseptic powder for use in rubber gloves is to be available at all times when such gloves are in use. All such equipment shall be kept in first class condition in containers provided by the Employer, including "hotsticks".

(f) On bucket trucks working on or adjacent to energized lines over 600 Volts, a crew shall consist of at least two (2) or more Journeyman Linemen, or one (1) Journeyman Lineman and one (1) qualified Apprentice and a qualified Truck Driver who can operate the equipment and who will be paid at the Winch Truck Operator's rate of pay; and there must be either visual or audio communications with the Foreman.

(g) High-reach buckets or elbows with metallic or non-insulated buckets or platforms will not be used within unsafe distance of any energized circuits or equipment. All high-reach equipment shall be in top mechanical order and regularly inspected and maintained. Bucket trucks shall be electrically inspected every six (6) months, stress tested every twelve (12) months and marked as such with visible markings on truck.

(h) No workman will be allowed to climb up or down suspension insulators.

(i) Helicopter Safety - The Union and the Employer agree that, prior to any job requiring helicopter work, they will meet to discuss work and safety measures. Prior to each day, that this work is to take place, the crew and the Employer shall hold a tailboard meeting and discuss any safety measures for that day's work.

ARTICLE 4 STANDARD OUTSIDE REFERRAL

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.

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

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

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.

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 IBEW or have been certified as Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last three and one-half (3 1/2) years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a Local Union shall be so registered electronically and remain on Group I in that Local Union unless and until the applicant designates another Local Union as his or her Group I Local Union. If an applicant qualifies for Group I status in a Local Union other than his or her home Local Union and designates that Local as his or her Group I Local Union, the Business Manager of the new Group 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 given by a duly constituted Outside Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee.

GROUP III. All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last two and one-half (2 1/2) years in the geographic 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 - JOURNEYMAN TRAFFIC SIGNALMAN

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's examination given by a duly constituted Outside Construction Local Union of the IBEW or has been certified as a Journeyman Traffic Signalman by any Outside Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last three and one-half (3 1/2) years in the geographical area covered by the collective bargaining agreement.

GROUP 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 Traffic Signalman's examination given by a duly constituted Outside Local Union of the IBEW or have been certified as a Journeyman Traffic Signalman by any Outside Joint Apprenticeship and Training Committee.

GROUP III. All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market for at least six (6) months in the last two and one-half (2 1/2) years in the geographic 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 - 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 Local Union of the IBEW, and who have been employed in the normal construction labor market area 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 who have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW.

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

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

CLASSIFICATION D - 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.

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".

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.

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:

See APPENDAGES "A" and "B"

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 areas under the Davis-Bacon Act to which this Agreement applies.

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.

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 1/2) years' experience in the trade.

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.

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.

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.

4.14.

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

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

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.

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.

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.

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.

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.

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

4.21. Journeyman Traffic Signalman will not qualify to do line work unless in compliance with the preceding sections of ARTICLE 4. An applicant for employment referred in Classification "A" or "B" may not be transferred to another job that would change their classification unless in compliance with preceding sections of ARTICLE 4.

ARTICLE 5 OUTSIDE AREA APPRENTICESHIP TRAINING

5.01. The Area Training Agreement entered into between the Southwestern Line Constructors Chapter of NECA, and IBEW Local Union Number 66 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 one-half percent (1.5%) of the Gross Labor Payroll. Apprentices' wages and ratio of apprentice to Journeymen are specified in the Area Training Agreement.

ARTICLE 6
NEBF

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.

ARTICLE 7
INDUSTRY FUND

7.01. Each individual Employer shall contribute an amount not to exceed one percent (1.0%) nor less than 0.2 of 1.0% 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 one (1) 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 8

Administrative Maintenance Fund

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

The Fund shall be administered solely by the Southwestern Line Constructors Chapter, NECA, Inc., and shall be utilized to pay for the Chapter's administration cost of this labor contract including negotiations, labor relations, disputes and grievance representation performed on behalf of the signatory employers, In addition, all other management duties and responsibilities pursuant to this agreement.

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 I.B.E.W. Local Union 66.

ARTICLE 9

HEALTH AND WELFARE

9.01. It is hereby mutually agreed between the parties hereto and in accordance with the "Welfare Contract" governing the Welfare Fund entered into by and between the Southwestern Line Constructors Chapter of the National Electrical Contractors Association and Local Union 66 of the International Brotherhood of Electrical Workers, that the Employer will forward to the Line Construction Benefit Fund (LINECO), as follows:

\$7.00 per hour from 9-1-23

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

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

Changes in Line Construction Benefit Fund are to be consistent with other participating Local Unions. Should there be an increase in the contribution subsequent to the anniversary date of this Agreement, other than that delineated above, 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, such additional increase will come out of wages. Should there be a reduction in contribution subsequent to the anniversary date of this Agreement, wages shall be increased by the amount of the reduction.

The Health and Welfare provisions of this Article are applicable to Appendages "A", "A1" and "B", unless otherwise noted in the individual Appendage.

9.02 The employer agrees to pay into a Benefit Fund, known as the Line Construction Health Reimbursement Account (HRA), as follows:

\$1.35 per hour from 9-4-23
Reduce HRA to \$1.10 per hour from 1-1-24
\$1.35 per hour from 9-2-24

for all hours worked, for all employees covered by this Agreement.

ARTICLE 10 NATIONAL ELECTRICAL ANNUITY PLAN

10.01. 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:

For Appendage "A"

General Foreman, Foreman, Jy. Lineman and Jy. Cable Splicer - 25% of Gross Wages as defined in Article 3 of this agreement

Substation Technician, Journeyman Tech and Lineman Pending Exam - \$9.40 Per Hour Worked

Traffic Signalman - \$6.00 Per Hour Worked

Apprentice Lineman 2 – 7, Substation Tech Apprentice 1 - 7 and Small Equipment Operator - \$5.50 Per Hour Worked

Truck Driver with Winch, Truck Driver without Winch, and
Groundman Thereafter - **\$5.00 Per Hour worked**
Trench Digger Thereafter - **\$2.00 Per Hour worked**

- effective 09-01-23 through 08-31-25-

Large Equipment Operators - **\$7.75 per hour worked - effective 9-4-23 through 9-1-24**
Large Equipment Operators - **\$8.00 per hour worked - effective 9-2-24 through 8-31-25**

Appendage "A-1"

General Foreman and Foreman - **25% of gross pay as defined in Article 3 of this agreement**
Crew Leader - **\$6.00 Per Hour Worked**
Large Operator and Small Operator - **\$5.00 Per Hour Worked**
Truck Driver - **\$4.70 Per Hour Worked**
Groundman Thereafter - **\$3.75 Per Hour Worked**
Trench Digger Thereafter - **\$2.00 Per Hour Worked**
- effective 09-01-23 through 08-31-25-

For Appendage "B"

All Employees as defined in Article 1 of Appendages "B" - **5.0% Gross pay as defined in Article 3 of this agreement**
- effective 09-01-23 through 08-31-25

For 1st Year Employees Appendages "A" and "A1"

Pre-Apprentice, Apprentice Lineman 1st Period, Groundman 1st Year and Trench Digger 1st Year
- **\$0.25 Per Hour Worked**
- effective 09-01-23 through 08-31-25

For Probationary Employee's in All Appendages

Probationary Employees as defined in Article 11 in the appropriate Appendages - **\$0.25 Per Hour Worked**
- effective 09-01-23 through 08-31-25

together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

ARTICLE 11 PROBATIONARY EMPLOYEES

When new employees are hired under the 1st 6 Months Groundman or Trench Digger classifications, they will be considered "probationary help" for the first ninety (90) days of employment and will not be eligible to receive LINECO benefits.

The definition of a new employee is a person who has not been employed by any one contractor or combination of contractors for a period of at least ninety (90) days for the above classifications. If an employee is laid off by a given contractor, and is re-hired either by that same contractor or another contractor, his previous probationary employment days would count toward his probationary period.

ARTICLE 12 SUBSTANCE ABUSE

12.01. 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 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 scientific principals, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interest 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 regulation, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE 13
NATIONAL LABOR-MANAGEMENT COOPERATION FUND (NLMCC)

13.01. 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 Relation 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 worker 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 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.

13.02. 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.

13.03. Each Employer shall contribute one-cent (1¢) per hour worked, up to a maximum of 150,000 hours per year, for work performed under the terms of IBEW Local Union Agreements with the Southwestern Line Constructors Chapter, NECA. Payment should 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.

13.04. 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 14 LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

14.01. 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 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 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.

14.02. 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.

14.03. Each Employer shall contribute zero-cent (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 Constructors Chapter, NECA. Payment should 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.

14.04. 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 15 CODE OF EXCELLENCE


15.01. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must have 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

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

This Agreement, together with the following attached Appendage "A", Appendage "A-1", Appendage "B" sets forth the entire contract between the Employer and the Union and supersedes all previous understanding and agreements between them and amendments thereto.

SIGN FOR THE EMPLOYER:
Southwestern Line Constructors
Chapter, National Electrical
Contractors Association, Inc.


RHETT JACKSON, Negotiating Chair

SIGNED FOR THE UNION:
Local Union No. 66
International Brotherhood of
Electrical Workers


ARTHUR ALLEN, Business Manager


JOE MITCHELL, Chapter Manager

Subject to the approval of the International
President of the International Brotherhood
of Electrical Workers

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
January 11, 2024
Kenneth Cooper,
International President
This approval does not make the
International a party to this agreement.

**UTILITY AGREEMENT
(OUTSIDE CONSTRUCTION)
APPENDAGE "A"**

As provided for in ARTICLE 4 (Standard Referral Procedure) all of the following will apply only in the following geographical area and shall become effective September 1, 2023 and shall remain in effect through August 31, 2025:

HARRIS, BRAZORIA, GALVESTON, MATAGORDA, WHARTON, WALLER, GRIMES, MADISON, MONTGOMERY, LIBERTY - west of Trinity River, CHAMBERS - west of Trinity River, JACKSON, LAVACA, COLORADO, FORT BEND, AUSTIN, WASHINGTON, BRAZOS, WALKER and SAN JACINTO COUNTIES - State of Texas

ARTICLE 1

1.01. WAGE RATES

	EFFECTIVE 09-04-23 <u>PER HOUR</u>	EFFECTIVE 09-02-24 <u>PER HOUR</u>
General Foreman	\$51.01	\$53.05
Foreman	\$49.97	\$51.97
Journeyman Lineman	\$46.85	\$48.72
Journeyman Tech (90%)	\$42.17	\$43.85
Traffic Signalman	\$31.43	\$32.69
APPRENTICES		
(% of Journeyman's Rate)		
1 st Period (60%)	\$28.11	\$29.23
2 nd Period (65%)	\$30.45	\$31.67
3 rd Period (70%)	\$32.80	\$34.10
4 th Period (75%)	\$35.14	\$36.54
5 th Period (80%)	\$37.48	\$38.98
6 th Period (85%)	\$39.82	\$41.41
7 th Period (90%)	\$42.17	\$43.85
Truck Driver with Winch	\$25.92	\$26.96
Truck Driver without Winch	\$23.50	\$24.44
Small Equipment Operator	\$27.10	\$28.18
Large Equipment Operator	\$35.09	\$36.49
Groundman (1 st Year)	\$16.29	\$16.94
Groundman (Thereafter)	\$23.50	\$24.44

**UTILITY AGREEMENT
APPENDAGE "A"**

	EFFECTIVE 09-04-23 <u>PER HOUR</u>	EFFECTIVE 09-02-24 <u>PER HOUR</u>
Trench Digger (1 st Year)	\$10.95	\$11.39
Trench Digger (Thereafter)	\$10.95	\$11.39

1.02. When men are directed to report to the job and do not start to work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours at the prevailing rate of pay, unless notified before 4:30 P.M. the day before.

In the event men are put to work, they shall receive a minimum of four (4) hours' time; an additional two (2) hours' time providing men go to work at the end of the four (4) hour period; and an additional two (2) hours' time providing men go to work at the end of the two (2) hour period. Upon the request of the Employer, they shall remain available on the job for these two (2) hour periods. Full work being unavailable, upon the Employer's request, the men shall remain on the job for the four (4) hour period for which they are paid.

When men are directed to report to a job and are instructed to go to work by the Employer or the Employer's representative (weather conditions permitting) and they refuse, they shall not receive two (2) hours show-up time.

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

1.04. On jobs having a Foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except the Foreman.

1.05. No Foreman of one job shall at the same time perform work on another job.

1.06. Groundmen shall not use Journeyman's tools.

1.07. Groundmen (1st Year), under the supervision of a Journeyman, may be used to:

(a) Dig ditches and break concrete in connection with digging of ditches.

(b) Dig, clean and backfill footing holes, handle, puddle, vibrate concrete and concrete materials and perform similar labor work in connection with the construction of tower footings.

**UTILITY AGREEMENT
APPENDAGE "A"**


(c) Open, close and repair fences and install culverts, etc.

(d) Perform all work in connection with the clearing of right-of-ways, except the operating of equipment such as tractors and trucks.


This Appendage "A" to expire August 31, 2025.

SIGN FOR THE EMPLOYER:
Southwestern Line Constructors
Chapter, National Electrical
Contractors Association, Inc.

SIGNED FOR THE UNION:
Local Union No. 66
International Brotherhood of
Electrical Workers


RHETT JACKSON, Negotiating Chair


ARTHUR ALLEN, Business Manager


JOE MITCHELL, Chapter Manager

Subject to the approval of the International
President of the International Brotherhood
of Electrical Workers

UTILITY AGREEMENT
(OUTSIDE CONSTRUCTION)
APPENDAGE "A-1"
SUB SURFACE WORK

This Appendage "A-1" shall become effective September 1, 2023 and shall remain in effect through August 31, 2025. It encompasses work incidental to the installation of electrical facilities of Transmission and Distribution Systems, such as:

Trenching, ditching, backfilling, excavating, boring, setting transformer pads and pedestals and any other necessary requirements incidental to the installation of the complete non-electric Underground System.

Trenching, ditching, backfilling, excavating, boring, installation of duct, shoring of ditches, construction of manholes and foundations, pouring and finishing of concrete and any other necessary requirements incidental to the installation of the complete non-electric Underground System.

ARTICLE 1

1.01. WAGE RATES

The following classifications and wage rates shall apply only to the non-electric work as defined in this Appendage "A-1":

	EFFECTIVE 09-04-23 <u>PER HOUR</u>	EFFECTIVE 09-02-24 <u>PER HOUR</u>
General Foreman	\$51.01	\$53.05
Foreman	\$49.97	\$51.97
Crew Leader	\$35.24	\$36.65
Small Equipment Operator	\$26.32	\$27.37
Large Equipment Operator	\$28.24	\$29.37
Truck Driver	\$24.37	\$25.34
Groundman (1 st Year)	\$14.33	\$14.90
Groundman (Thereafter)	\$19.58	\$20.36
Trench Digger (1st Year)	\$10.95	\$11.39
Trench Digger (Thereafter)	\$10.95	\$11.39

**UTILITY AGREEMENT
APPENDAGE "A-1"**

1.02. TWO-WAY RIDING TIME

Employer agrees to pay for travel time from shop to job site; from job to job; and from job site to shop. Transportation shall be by Employer's vehicle.

1.03. When two (2) or more crews are working, there shall be a General Foreman to assign work. Foreman and General Foreman will be selected by the Employer; however, they must have passed a Journeyman Lineman's examination given by a duly constituted Examining Board of an Outside Local Union of the IBEW, or have been certified as a Journeyman Lineman by an Outside Joint Apprenticeship and Training Committee.


1.04. Only the work listed above shall be applicable to this Appendage "A-1". All other work shall be performed under the currently effective "Outside Utility Agreement - Appendage "A".


This Appendage "A-1" shall be subject to the same terms and conditions of the regular Agreement between the parties such as terms, fringes, grievance procedure, geographical area, etc.

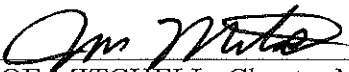
This Appendage "A-1" to expire August 31, 2025.

SIGN FOR THE EMPLOYER:
Southwestern Line Constructors
Chapter, National Electrical
Contractors Association, Inc.

SIGNED FOR THE UNION:
Local Union No. 66
International Brotherhood of
Electrical Workers


RHETT JACKSON, Negotiating Chair


ARTHUR ALLEN, Business Manager


JOE MITCHELL, Chapter Manager

Subject to the approval of the International
President of the International Brotherhood
of Electrical Workers

**UTILITY AGREEMENT
(OUTSIDE CONSTRUCTION)
APPENDAGE "B"**

As provided for in ARTICLE 4 (Standard Referral Procedure) all the following will apply only in the following geographical area and shall become effective September 1, 2023 and shall remain in effect through August 31, 2025:

VAL VERDE, EDWARDS, REAL, KERR, BANDERA, KENDALL, GILLESPIE, COMAL, GUADALUPE, GONZALES, DeWITT, KARNES, WILSON, ATASCOSA, McMULLEN, LaSALLE, FRIO, DIMMITT, ZAVALA, UVALDE, BEXAR, MEDINA, KINNEY, WEBB, MAVERICK, FAYETTE, CALDWELL, BLANCO, LLANO, SAN SABA, BURLESON, BASTROP, HAYS, TRAVIS, BURNET, WILLIAMSON and LEE COUNTIES - State of Texas.

ARTICLE 1

	<u>EFFECTIVE</u> 09-04-23 <u>PER HOUR</u>	<u>EFFECTIVE</u> 09-02-24 <u>PER HOUR</u>
General Foreman	\$41.12	\$42.76
Foreman	\$39.66	\$41.25
Journeyman Lineman	\$36.49	\$37.95
Traffic Signalman	\$32.65	\$33.96
APPRENTICES		
(% of Journeyman's Rate)		
1 st Period (60%)	\$21.89	\$22.77
2 nd Period (65%)	\$23.72	\$24.67
3 rd Period (70%)	\$25.54	\$26.57
4 th Period (75%)	\$27.37	\$28.46
5 th Period (80%)	\$29.19	\$30.36
6 th Period (85%)	\$31.02	\$32.26
7 th Period (90%)	\$32.84	\$34.16
Small Equipment Operator (65%)	\$23.72	\$24.67
Large Equipment Operator (80%)	\$29.19	\$30.36
Groundman (1 st Year)	\$13.00	\$13.52
Groundman (Thereafter)	\$15.19	\$15.80

**UTILITY AGREEMENT
APPENDAGE "B"**

1.02. When men are directed to report to the job and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours at the prevailing rate of pay, unless notified before 4:30 P.M. the day before; and, upon the request of the Employer, they shall remain available on the job for this two (2) hour period.

In the event men are put to work, they shall receive a minimum of four (4) hours' time. Full work being unavailable, upon the Employer's request, the men shall remain on the job for the four (4) hour period for which they are paid.

When men are directed to report to a job and are instructed to go to work by the Employer or the Employer's representative (weather conditions permitting) and they refuse, they shall not receive two (2) hours' show-up time.

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

1.04. On jobs having a Foreman, workmen are not to take directions or orders or accept the layout of any job from anyone except the Foreman.


1.05. No Foreman of one job shall at the same time perform work on another job.


1.06. Groundmen shall not use Journeyman's tools.


This Appendage "B" to expire August 31, 2025.

SIGN FOR THE EMPLOYER:
Southwestern Line Constructors
Chapter, National Electrical
Contractors Association, Inc.

SIGNED FOR THE UNION:
Local Union No. 66
International Brotherhood of
Electrical Workers


RHETT JACKSON, Negotiating Chair


ARTHUR ALLEN, Business Manager


JOE MITCHELL, Chapter Manager
Subject to the approval of the International
President of the International Brotherhood
of Electrical Workers

**Letter of Agreement
Between
Southwestern Line Constructors Chapter, NECA
And
International Brotherhood of Electrical Workers
Local 66
Transmission Technician**

Any Local Union with Outside Jurisdiction in the 7th District of the IBEW desiring to have the classification of "Transmission Technician" shall become signatory to this Agreement.

IBEW 7th District, Local Unions and Southwestern Line Constructors Chapter, NECA have developed this Agreement to address the need to organize Linemen specifically for transmission work and for Linemen being organized who have expressed their wish to work only on transmission.

Where to place employees is going to require joint cooperation between Labor and Management. Time and experience in the trade may be justification to hire an employee at a level higher than Transmission Technician 1. It is agreed that all changes in classification shall be cleared through the Local Union Office and the Technician shall be required to successfully pass a test prior to being allowed the classification change. The Local Union along with the area sub-committee of the JATC shall develop the training modules needed for the classification change test.

An Employer may not lay off Journeymen or Apprentice Linemen while there are Transmission Technicians working for the Company on the same job.

Under no circumstances shall a Transmission Technician work energized conductors or work as a General Foreman. Transmission Technician may work as a Foreman, but are not allowed to supervise Journeymen or Apprentices while they are working energized conductors or apparatus. Furthermore the number of Transmission Technicians working on any job shall not exceed at any time the number of Apprentice Lineman working on the same job, unless the JATC is unable to provide Apprentice Lineman.

Qualifications: Three and one-half (3 1/2) years' experience in the trade. A Transmission Technician should be certified to climb both wood and steel transmission structures.

Job Duties: Installation, removal and replacing of electrical transmission systems and supporting structures only.

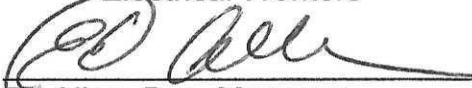
Signed for Southwestern Line
Constructors Chapter, Inc.
NECA



Joe Mitchell, Chapter Manager

7-13-23
Date

Signed for Local Union 66
International Brotherhood of
Electrical Workers



Ed Allen, Bus. Manager

7/13/23
Date

**Letter of Understanding
Between
Southwestern Line Constructors Chapter, NECA
and
International Brotherhood of Electrical Workers
Seventh District Local Unions with Outside Jurisdiction**

The parties to this LOU hereby agree to adopt and implement the Construction Lineman Memorandum and Addendum as issued by IBEW and NECA dated July 26, 2013 and amended July 11, 2023.

The Construction Lineman Memorandum instructed the local parties to meet and come to an understanding and agreement as to the implementation, administration and standard methods of training and evaluation that will be utilized. The parties had various discussions and formally met on November 6, 2014. This LOU reduces to writing the agreements reached between the parties.

This LOU shall be a supplement to the Construction Lineman Memorandum and shall address the issues that are to be determined by the local parties.

All other terms and conditions in the current and applicable Outside Agreement governing each Local Union jurisdiction shall remain in full force and effect.

The parties hereby agree to the following terms regarding Construction Linemen:

- The Construction Lineman Classification will replace all other "lineman", "white ticket", "intermediate". etc. classifications. The classifications of "Transmission Tech, and "Substation Tech" are addressed in separate MOU's and may be utilized as agreed by the Local parties.
- Applicants must have a minimum of 5000 hours of previous experience while classified as an Apprentice Lineman, Journeyman Lineman, or Transmission Tech. The previous experience will be verified by written documentation as well as personal interviews with the applicant.
- Previous JATC apprentices cannot be given a CL classification until at least 2 years past the time they would have completed the JATC program.
- The CL rates of pay and benefits will be based on the Journeyman Lineman rate in the applicable Local Union Outside Agreement.
- The minimum CL rates of pay shall be:
 - o 5000-7499 hours = 75% of Journeyman Lineman
 - o 7500-9999 hours = 80% of Journeyman Lineman


- 10,000 or more hours= 90% of Journeyman Lineman.
- The number of CL and ratios to other workers shall be determined by mutual agreement of the parties to each of the Local Outside Agreements.
- The CL must work an evaluation period of a minimum of 90 days and 500 hours.
- The CL will be required to submit a monthly time sheet / field evaluation to the JATC office. The JATC office will track and maintain this record. This will be required until the individual completes the requirement to become a Journeyman Lineman.
- At the end of the 90 days and 500 hours the CL will be scheduled to meet with a representative from the JATC and from the Local Union.
- During this personal review, the representatives will take into consideration the previous experience, job evaluations, any letters of recommendation and personal discussions with the CL to determine that individual's "Blueprint" to becoming a Journeyman Lineman.
- The individual's "Blueprint" will include the training modules needed, specific OJT hours needed (i.e. hot distribution, transmission, etc.), and the number and types of JATC classes to be attended. Upon completion of the "Blueprint" and having passed the Journeyman Lineman exam. The individual will be issued a Journeyman Lineman's Classification by the applicable Local Union.
- The Southwestern Line Constructors, JATC shall develop and administer all necessary training related to a CL becoming a Journeyman Lineman.
- The parties agree that a CL must complete a minimum of the following modules (exceptions may be made to the following)
 - Safety
 - Climbing Certification - Pole top / bucket truck rescue
 - Grounding
 - Rubber Glove - Hot Sticking - Minimum Approach Distance (40 hr class)
 - Spec Book - reading and understanding
 - Transformers
 - Phasing and Paralleling banks
 - URD
- At no time shall a Construction Lineman work with or supervise apprentices on energized conductors or apparatus. Must comply with Southwest Line general

policy statement.


- Failure to comply with Southwest Line policy statement and/or blueprint shall result in removal from Construction Lineman Program. At such time individuals shall be reclassified to the appropriate classification.

This agreement shall take effect on the 1st day of August 2023 and shall remain in effect from year to year (January 1 to December 31) thereafter, or until such time as either party gives a 30 day written notice to open this agreement for changes.


Southwest Line Constructors
Chapter, NECA


Joe Mitchell, Chapter Manager
Date: 7-13-23


Local Union 66, Seventh District
IBEW


Ed Allen, Bus. Manager
Date: 7-13-23


Local Union 220, Seventh District
IBEW


Joshua Worthey, Bus. Manager
Date: 7/12/2023


Local Union 278, Seventh District
IBEW


David Carranco Bus. Manager
Date: 7/12/23

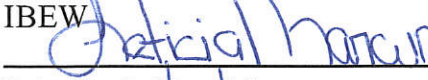
Local Union 301, Seventh District
IBEW


Chris Donaldson, Bus. Manager
Date: 9/5/23

Local Union 304, Seventh District
IBEW



Jason Ianacone, Bus. Manager
Date: 9/27/2023

Local Union 583, Seventh District
IBEW

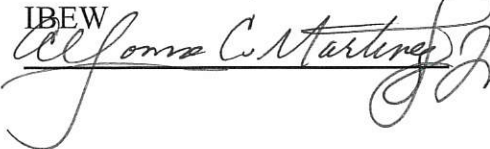

Eric Koch, Bus. Manager
Date: 8/14/23

Leticia
marcum

Local Union 602, Seventh District
IBEW


Robert Melton, Bus. Manager
Date: 7-12-2023


Local Union 611, Seventh District
IBEW

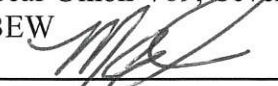


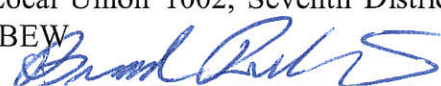
Local Union 681, Seventh District
IBEW

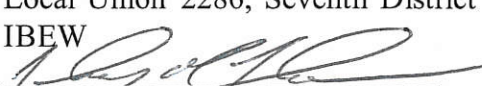
Alfonso Martinez, Jr., Bus. Manager
Date: 5/17/23

Dallas Nunn, Bus. Manager
Date: 1/17/23

Local Union 738, Seventh District
IBEW

F. J. Burrow, Bus. Manager
Date: 7-15-23

Local Union 769, Seventh District
IBEW

Mark Cunningham, Bus. Manager
Date: 7-12-23

Local Union 1002, Seventh District
IBEW

Brad Perkins, Bus. Manager
Date: 7/15/2023

Local Union 2286, Seventh District
IBEW

Johnny Johnson, Bus. Manager
Date: 9-27-23