

EFFECTIVE DATES

09/02/18 – 09/01/19

AGREEMENT BETWEEN AMERICAN LINE BUILDERS CHAPTER, NECA, AND LOCAL UNION NO. 51, 145, 309, 649 and 702, IBEW, COVERING OUTSIDE CONSTRUCTION WORK ON PROPERTIES OF TELEPHONE UTILITIES AND ANY OTHER OUTSIDE CONSTRUCTION WORK ON RAILROAD COMMUNICATION AND SIGNAL SYSTEMS, INCLUDING CATV WORK, WHEN PERFORMED BY ELECTRICAL CONTRACTORS

FIRST CLAUSE

Agreement by and between the American Line Builders Chapter, NECA and Local Union No. 51, 145, 309, 649 and 702, 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 American Line Builders Chapter, NECA and the term "Union" shall mean Local Union No. 51, 145, 309, 649 and 702, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

The term "IBEW" or "Union" as used hereinafter shall mean the International Brotherhood of Electrical Workers.

The term "Employee" or "Worker" as hereinafter used shall mean the person or persons listed and classified in this Agreement.

The term "laid off" as hereinafter used shall apply to an Employee removed from the payroll of the Company because of a lack of work.

The term "discharge" as hereinafter used shall refer to an Employee removed from the payroll of the Company for a cause other than being laid off.

The term "gross wages" as hereinafter used shall mean straight time pay, either hourly or optional wage payment derived, overtime pay, and shift differentials.

SCOPE

This Agreement shall be effective on outside construction work on properties of telephone utilities and any other outside construction work on railroad communication and signal systems, including CATV work, when performed by electrical contractors.

WITNESSETH

WHEREAS, the parties hereto desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement and to provide for rates of pay, hours of work and other conditions of employment, and a means of promptly and equitably adjusting any differences that may arise between the Employer and the Union during the life of this Agreement.

WHEREAS, the parties enter into this Agreement in a spirit of cooperation with the understanding of the mutual benefits to be realized by performing work in a manner that satisfies the customer's expectations of quality, cost, and timeliness, to the best of the parties' ability.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

ARTICLE I

EFFECTIVE DATE

Section 1.01 This Agreement shall take effect September 2, 2018 and shall remain in effect through September 1, 2019 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from November through October, of each year, unless changed or terminated in the way later provided herein.

CHANGES OR TERMINATION

Section 1.02

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach 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.

APPROVAL OF CHANGES AND SUPPLEMENTS

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.

DISPUTES - GRIEVANCES

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

WORK STOPPAGE OR DISRUPTION

Section 2.01 During the term of this Agreement 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. Furthermore, it is understood that circumstances may arise on certain projects when employees of the Company's customer, or the customer's contractor may be required to perform work on the same job site as personnel employed by the Company, and such persons may not be represented by a union or may be represented by a union other than the IBEW. The Union agrees that when such circumstances are present, it will cause no disruption in the production of work or condone such action on the part of its members. All matters in dispute must be handled as stated herein.

GRIEVANCES

Section 2.02 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 they are unable to resolve any matter within two (2) working days, they shall refer the same to the Labor- Management Committee defined below. Any grievance which is not brought to the attention of the responsible other party to this Agreement in writing within thirty (30) calendar days of its occurrence shall be deemed to no longer exist.

LABOR-MANAGEMENT COMMITTEE

Section 2.03 There shall be a Labor-Management Committee of three representing the Union and three representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within two (2) working days when notice is given by either party. It shall select its own Chairperson and Secretary. The Union shall select the Union representatives or their designees and the Employer shall select the management representatives or their designees. In addition to adjusting grievances and disputes, the Labor-Management Committee shall be responsible for insuring the integrity of this Agreement and that the performance of all representatives of each party conform to its spirit and intent and in conducting periodic reviews of operations under the Agreement on a schedule determined by its representatives.

NON-RESIDENT EMPLOYEES

Section 2.04 An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.05 The Employer shall be allowed to move any non-resident workmen between local union jurisdictions within this agreement as follows:

1. The Employer must notify the Local Union Business Manager where the work is to be performed, sign a letter of assent and complete the portability form.
2. Non-resident workmen must be members of the IBEW and have a classification covered by this agreement.

RIGHTS

Section 2.06 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 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.

FAVORED NATIONS CLAUSE

Section 2.07 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

LOCAL UNION JURISDICTION

Section 2.08

- (a) The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.
- (b) The Employer understands that the Local Union's jurisdiction—both trade and territorial—is not a subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determination.

UNION STEWARD

Section 2.09 Stewards may be appointed for all job sites, and the Local Union shall supply the Employer with the name of any steward so appointed. Stewards may be appointed by, may be removed by, are subject to the authority of and shall report to the Local Union Business Manager; however, all Stewards will perform their work duties in the same manner as other productive employees. The Steward shall be allowed reasonable access to any job site provided such presence does not disrupt the conduct of the operation or its efficiency. The Employer has the right to discharge a Steward, but the Local Union Business Manager or his or her representative shall be notified first.

ACCESS TO JOB

Section 2.10 A representative of the Local Union shall be allowed access to any job site, at any reasonable time, where workers are employed under the terms of this Agreement, provided such presence does not disrupt the conduct of the operation or its efficiency.

UNION SECURITY

Section 2.11 On the 8th day following the effective date of this Agreement or on the 8th day following the beginning of employment with the Employer, whichever is later, membership in the Union shall be required of each employee in the bargaining unit as a condition of employment subject to the provisions of Section 8(a)(3) of the Labor- Management Relations Act, 1947, as amended.

UNION DUES DEDUCTIONS

Section 2.12 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.

CONTRACTING BY BARGAINING UNIT EMPLOYEES

Section 2.13 No applicant or employee, while he or she remains subject to employment by the Employer operating under this Agreement shall be recognized as a contractor for the performance of any work described in the SCOPE of this Agreement.

UNION DISCIPLINE

Section 2.14 The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

ANNULMENT/SUBCONTRACTING

Section 2.15 The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

SUBSTANCE ABUSE

Section 2.16 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.

CODE OF EXCELLENCE

Section 2.17 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 III

REFERRAL PROCEDURE

Section 3.01 In the interest of maintain an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 3.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 3.03 The Employer shall have the right to reject any applicant for employment.

Section 3.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 3.05 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

GROUP I All applicants for employment who have three and one-half (3 ½) or more year's 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 Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Area 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 ½) 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 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 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 (2-½) years in the geographical area covered by the Collective Bargaining Agreement.

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

CLASSIFICATION B
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 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 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 at 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 3.06 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (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 3.07 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 3.08 "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

Local Union #51

A. The entire area of the counties listed below:

Adams	Fulton	Logan	Piatt
Brown	Greene	Macon	Putnam
Bureau	Grundy	Marshall	Schuyler
Cass	Hancock	Mason	Scott
Champaign	Henderson	Menard	Stark
Christian	Iroquois	McDonough	Tazewell
DeKalb	Jersey	McHenry	Warren
DeWitt	Kankakee	McLean	Woodford
Douglas	Knox	Ogle	Will
Edgar	Lee	Peoria	Winnebago
Ford	Livingston		

Kankakee County - on the property of the General Telephone Co. only.

B. That portion of the counties listed below:

Coles - East Oakland, Humboldt, Morgan, North Okaw and Seven Hickory townships

Fayette - that portion north of Avena, Bear Grove, Sefton and Sharon townships

Henry - that portion south of Alba, Cambridge and Cornwall townships

LaSalle - entire county except work performed on municipal light and power systems in the cities of Peru, LaSalle and Oglesby

Macoupin - that portion north of Bird, Carlinville, Shaws Point and Western Mound townships

Mercer - North Henderson and Suez townships only

Montgomery - entire county except Butler Grove, Grisham, Hillsboro, North Litchfield, Raymond, South Litchfield, Walshville and Zanesville townships

Morgan - entire county except Meredosia Generating Plant, Central Illinois Light Company property

Moultrie - entire county except Whitley townships

Pike - entire county except all work performed on the property of the Union Electric Company

Sangamon - entire county except Illinois State Fairgrounds, Springfield City Water, Light & Power Department and all outside work within the city of Springfield except on the properties of the Central Illinois Light Company

Shelby - that portion west of Holland, Prairie, Richland and Windsor townships

Vermillion - entire county except outside commercial work

Local Union #145

State of Illinois:

Carroll - that portion west of Cherry Grove, Rock Creek and Wysox Township

Henry - that portion west of Annawan, Burns and Weller townships

Jo Daviess - that portion west of Apple River, Pleasant Valley, Thompson and Woodbine townships

Mercer - entire county except Henderson and Suez townships

Rock Island - entire county

Whiteside - entire county

State of Iowa:

Cedar - entire county

Clinton - entire county

Dubuque - entire county

Jackson - entire county

Jones - entire county

Muscatine - entire county

Scott - entire county

Louisa – that portion north of a line nine miles north and parallel to the Des Moines County line extending east and west; north of the town of Wapello and south of the town of Columbus City

Local Union #309

The entire area of the counties listed below:

Monroe St. Clair

That portion of the counties listed below:

Macoupin – that portion south of Barr, South Palmyra, South Otter and Nilwood townships.

Montgomery – that portion east of Rountree, Irving and East Fork townships.

Bond – that portion west of Mulberry Grove, Pleasant Mound and Tamalco townships.

Clinton – that portion of St. Rose, Wheat Field, Sugar Creek, Breese, Wade, Carlyle, Looking Glass and Germantown townships

Randolph – that portion of Red Bud Township

Madison – entire county except Godfrey, Foster, Wood River and Chouteau townships

Washington –that portion of Venedy and Okawville Townships

Local Union #649

<u>COUNTIES</u>	<u>TOWNSHIPS</u>
Calhoun	All
Greene	All
Jersey	All
Macoupin	Brighton
Madison	Godfrey, Foster, Wood River, and one mile East of the West Line of Moro, Fort Russell And Edwardsville Townships, South to the North side of Highway #66, then West to the Mississippi River

Local Union #702

In the state of Illinois, beginning at the Mississippi River at the north side of Renault Township running northeasterly to the northwest of Randolph County and then east to the southwest corner of Marissa Township, then north to the northwest corner of Marissa township, then east to the southwest corner of Johannsburg Township, then north to the southwest corner of Venedy Township, then east to the southwest corner of Covington Township, then north to the southwest corner of Wade Township, then east to the southwest corner of Huey Township, then north to Irish Town, then west to the southwest corner of Irish Town, then north to the southwest corner of South Fillmore Township, then east to the west boundary of Shafter Township, then south to the northwest corner of Baer Grove, then east to the southwest corner of Sharon, then north to the southwest corner of Ramsey, then east to the northwest corner of Moccasin, then north to the northwest corner of Holland, then east to Prairie, then north to Sullivan, then east on the north side of Windsor, Whitley, Matton, Lafayette, Charleston, Ashmore, Kansas, Grand- View, Symmes and Elbridge to the east state line, then south following the Wabash and Ohio rivers to Cairo and northwest on the Mississippi to the northwest corner of Renault Township. In the state of Missouri, the counties of Bollinger, Butler, Cape Girardeau, Dunklin, Madison, Mississippi, New Madrid, Scott, Stoddard and Wayne.

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.

Section 3.09 "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 3.10 An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Outside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three and one-half (3 ½) years' experience in the trade.

Section 3.11 The Union shall maintain an "Available for Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 3.12 An applicant who has registered on the "Available for Work List" must renew his application every 30 days or his name will be removed from the list.

Section 3.13 An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 3.14

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

REPEATED DISCHARGE

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

Section 3.15 The only exceptions which shall be allowed in this order of referral area as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 3.16 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 3.17 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 Section 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 3.18 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 3.19 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 3.20 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Outside Area Training Agreement.

ARTICLE IV

HOURS/WAGES/WORKING CONDITIONS

SHIFT WORK

Section 4.01 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 (7½) 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 times the "shift" hourly rate.

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

HOURS OF WORK

Section 4.02

- (a) Eight and one-half (8-1/2) consecutive hours, except as provided for in Section 4.06 and Section 4.02(d), including thirty (30) minutes for a meal period shall constitute a work day, and employees will be compensated in accordance with the wage schedule in Appendix C and Section 7.03 for time worked only.
- (b) The workday may start between the hours of 6:00 AM and 9:00 AM.

- (c) Five (5) days work, Monday through Friday, shall constitute a work week, except as provided for in Section 5.01(d) or for workers assigned to a "Customer Satisfaction" crew which is scheduled Tuesday through Saturday. Where inclement weather preventing work from being performed occurs on a Monday and/or a Tuesday of a work week where employees are scheduled eight and one half (8-1/2) hours each day, Monday through Friday, by mutual agreement with the Local Union, the remaining days of the week's schedule may be converted to ten hours in length and worked at the straight time rate as if having been scheduled under Section 5.01(d) originally. If special circumstances warrant, upon mutual agreement with the Local Union, the hours and days of any crew may be changed.
- (d) Four (4) consecutive ten (10) hour days may be worked at the straight time hourly rate with the work week defined as Monday through Thursday with Friday as a make up day (at the straight time rate of pay) or Tuesday through Friday with Saturday as a make up day (at the straight time rate of pay).

OVERTIME

Section 4.03 Overtime at the rate of one and one-half (1-1/2) times the straight time rate, plus shift differential where applicable, shall be paid after eight (8) hours worked in a day or forty (40) hours worked in a week, except as provided for in Sections 5.01(d) and 5.03.

SUNDAY AND HOLIDAYS

Section 4.04 Sunday and the following holidays, if worked, are to be paid at double the straight time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. No work shall be performed on Labor Day except to protect life and property.

MAXIMUM COMPENSATION

Section 4.05 There shall be no pyramiding of overtime rates, and double the straight time rate plus applicable differentials shall be the maximum compensation for any hours worked.

PAY DAY

Section 4.06 The workmen will be paid by direct deposit on or before quitting time Friday for all work performed the previous week. An employee who quits shall be paid on the next regular payroll cycle after separation from the payroll. In the case of an employee who is laid off or discharged, the Company will endeavor to deliver a final payroll deposit for the work performed in the current week in which the termination occurs within seventy-two (72) hours, unless circumstances render doing so impractical. Employees may have their deposits split between two (2) accounts to the bank or credit union of the employee's choice. This manner of payment once adopted, may be changed once yearly and with a 14-day advance written notification to the employer with notification copied to the union.

Employees shall have 90 days from January 1, 2017 to secure a bona fide bank account for the employer to have funds deposited.

Employers not offering direct deposit shall pay men weekly by check under the same circumstances as above

LAY OFF PAY

Section 4.07 Any worker being laid off shall be given at least one (1) hour of notice for the purpose of collecting his or her possessions and shall be paid the hourly rate for such time.

EMPLOYEE PROVIDED VEHICLE

Section 4.08

- (a) In those instances where a work assignment requires a vehicle equipped with specific tools or equipment and an employee is willing to provide such a fully equipped vehicle in order to perform the job, he or she may, with approval of the company, furnish such vehicle and receive an allowance as specified in Appendix A for each hour of use. Any employee receiving such approval must comply with the liability insurance requirements of the state(s) in which work is to be performed.
- (b) An employee not receiving a payment under 4.08(a) who with approval of management uses his or her own vehicle to travel from one job to another job during scheduled work time will be reimbursed at the rate of thirty cents (\$.30) per road mile traveled. Any employee receiving such approval must comply with the liability insurance requirements of the applicable state(s).

STANDBY ALLOWANCE

Section 4.09 An employee who is required to remain in contact with the Company outside of scheduled hours by use of a pager, cellular telephone, or other communications device provided by the Company shall be paid an allowance equal to one (1) hour of straight time pay for each twenty four (24) hour period assigned. However, when an employee performs such duty for a consecutive seven (7) day period, he or she shall be paid an allowance equal to eight (8) hours of straight time pay for that period. Neither allowance, when paid, shall be considered as time worked. If the employee is called to work during any of these periods, he or she shall be paid for all time worked, including a reasonable amount of time traveling from home to work and return, at the appropriate wage rate. This Standby allowance shall be subject to applicable tax withholding, but it shall not be included in gross wages for any calculations performed in Article IX, Benefits.

MINIMUM COMPENSATION

Section 4.10 When employee report for work on a scheduled work day, including scheduled overtime, and do not start work due to inclement weather, material shortage or other reasons beyond their control, they shall receive two hours' reporting time provided they remain at the work area during the two hour period until released by the foreman. If employees are informed at least two (2) hours prior to the start of reporting time not to report, then no reporting time shall be paid.

TITLES

Section 4.11 The titles for employees working under this Agreement are listed below:

Supervising Crew Leader

Crew Leader

Central Office Installer & Maintenance Man

Telephone and/or CATV Lineman

Installer and/or Repairman

Cable Splicer

CATV Terminator

Equipment Operator A (equipment 170 horsepower & over)

Equipment Operator B (equipment 169 horsepower & less)

Trainee Oper. 0 - 1000 hrs 75% of Eq. Opr. B

Trainee Oper. 1001 - 2000 hrs 80% of Eq. Opr. B

Trainee Oper. 2001 - 3000 hrs 85% of Eq. Opr. B

Trainee Oper. 3001 - 4000 hrs 95% of Eq. Opr. B

Lineman/CATV Terminator Trainee

0 - 1000 hrs 75% of Lineman/CATV Terminator

1001 - 2000 hrs 80% of Lineman/CATV Terminator

2001 - 3000 hrs 85% of Lineman/CATV Terminator

3001 - 4000 hrs 95% of Lineman/CATV Terminator

Cable Splicer/Installer/Central Office Installer Trainee

0 - 1000 hrs. 60% of Cable Splicer/Inst/COI

1001 - 2000 hrs. 65% of Cable Splicer/Inst/COI

2001 - 3000 hrs. 70% of Cable Splicer/Inst/COI

3001 - 4000 hrs. 75% of Cable Splicer/Inst/COI

4001 - 5000 hrs. 80% of Cable Splicer/Inst/COI

5001 - 6000 hrs. 85% of Cable Splicer/Inst/COI

6001 - 7000 hrs. 90% of Cable Splicer/Inst/COI

7001 - 8000 hrs. 95% of Cable Splicer/Inst/COI

Groundman A

Groundman A Trainee

0 - 1000 hrs. 80% of Groundman A

1001 - 2000 hrs. 90% of Groundman A

Flagger

HOURLY WAGE RATES

Section 4.12 Titles listed in Section 7.01 shall receive hourly compensation in accordance with the schedule found in Appendix C.

CREW LEADER AND SUPERVISING CREW LEADER PAY

Section 4.13 An employee who performs in the capacity of a Crew Leader shall receive one dollar (\$1.00) additional over the current hourly rate for that employee's title. An employee who performs in the capacity of a Supervising Crew Leader shall receive two dollars (\$2.00) additional over the current hourly rate for that employee's title.

ARTICLE V

WORKERS AND UNEMPLOYMENT COMPENSATION

Section 5.01 For all employees covered by this Agreement, the Employer shall carry workers compensation insurance and such other protective insurance as may be required by state laws, and the Employer shall furnish satisfactory proof of such to the Union when requested. The Employer shall also make payments to the applicable state unemployment compensation commission for all employees covered by the terms of this Agreement and shall pay all other taxes as may be required by state and federal statutes.

SAFETY

Section 5.02 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

INCLEMENT WEATHER

Section 5.03 Employees shall not be required to work during certain inclement weather conditions, and in determining whether such conditions exist, the Employer will give due consideration to the nature of the work to be performed and all meteorological conditions existing at the time. The employee shall provide suitable protective clothing for inclement weather conditions.

JOB REPORTING

Section 5.04 Employees will be required to report to a job site location. If an employee is required to move Company equipment to a job site different from the one to which he or she reported, the Company will arrange to have the employee returned to the original job site by the end of the employee's shift.

CREW LEADER AND SUPERVISING CREW LEADER SELECTION

Section 5.05

- (a) The Employer shall, when selecting a Crew Leader or Supervising Crew Leader, have the right to select the individual by name from the Out of Work Books, provided the Applicant has not quit his or her previous employer within the past two (2) weeks, appears in the highest priority out of work group, and once having been appointed as a Crew Leader or Supervising Crew Leader remains in that capacity for at least sixty (60) days, unless separated from the payroll.
- (b) When two or more employees are employed on a job, one shall be designated Crew Leader. A Crew Leader may perform any supervisory or administrative duties assigned by the Employer, except that he or she may not supervise another employee whose title is paid at a rate higher than the working title of the Crew Leader. In addition, a Crew Leader may perform any duty within or below his or her classification, including the operation of equipment if qualified.
- (c) When three or more Cable Splicers are on a crew, one shall be designated Crew Leader.
- (d) At its option, the Company may utilize a Supervising Crew Leader to supervise two or more Crew Leaders.

EMPLOYEE PROVIDED TOOLS

Section 5.06 Each employee shall provide his or her own leather work gloves, safety goggles, and work boots in addition to the tools of the trade listed below:

Hired for Splicing or Aerial Line Work

Belt, Body w/safety strap

Scissor, splicer

Climbers w/hardware

Flashlight

Hammer, Claw

Knife, Skinning (w/pouch)

Pliers, Diagonal 6"

Pliers, long nose

Pouch, Tool Belt

Screwdriver, 4" Phillips

Screwdriver, 4" Slot

Screwdriver, 8" Phillips

Screwdriver, 8" Slot

Tape, Measuring

Wrench, Adjustable 12"

Wrench, Terminal

Hired for Ground Work

Knife, Skinning w/pouch

Pouch, Tool Belt

Wrench, Terminal

TERMINATION SLIPS

Section 5.07 When employees are terminated, they shall be given a termination slip stating the reason for such termination. These slips shall be furnished by the Union in triplicate with a copy to the individual, the Company and one forwarded to the Local Union office. No discriminatory action will be taken by the Union against the Employer for his or her supervisors for recording the reasons for termination. Nothing in this section shall prohibit the right of the Union or employee from using the grievance procedure.

ARTICLE VI

NATIONAL ELECTRICAL BENEFIT FUND

Section 6.01 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

HEALTH AND WELFARE

Section 6.02 The Employer agrees to pay five dollars and seventy five cents (\$5.75) for each hour worked by each employee covered by the terms of this Agreement to the Line Construction Benefit Fund for the purpose of providing insurance benefits for eligible employees and/or their dependents. Hours worked shall be deemed to include straight time worked, overtime hours worked, and report time not worked.

*** Effective January 1, 2019, the Employer agrees to pay six dollars (\$6.00) for each hour worked. ***

NATIONAL ELECTRICAL ANNUITY PLAN

Section 6.03 It is agreed that in accord with the IBEW District Ten NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical 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 eighteen percent (18%) of the gross monthly labor payroll, 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.

PAYMENT DEFAULT

Section 6.04

- (a) The failure of the Employer to comply with the provisions of Sections 8.01 and 8.03 shall also constitute a breach of the Labor Agreement. As a remedy for such a violation, the Labor- Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Local Union, to require an Employer to pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which may have resulted in the violation.
- (b) If, as a result of violations of this Section, it is necessary for the Local Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with sub-section (a) above, to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Local Union and/or fund trustee, plus costs of the litigation, which have resulted from the bringing of such court action.

INDUSTRY FUND

Section 6.05 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 VII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LLMCC)

Section 7.01 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 this Fund include the following:

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

Section 7.02 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 7.03 Each employer shall contribute 0. 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 American Line Builders Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 7.04 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 VIII

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 8.01 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 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 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 8.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03 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 American Line Builders Chapter, NECA. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The American Line Builders Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$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.

ADMINISTRATIVE MAINTENANCE FUND

Section 8.05 Each employer signatory to this agreement shall contribute three cents (\$.03) per hour, for all hours worked by all employees by this Agreement to the American Line Builders Administrative Maintenance Fund (ALBAMF).

Section 8.06 The fund shall be administered solely by the American Line Builders Chapter, National Electrical Contractors Association, Inc. and shall be utilized to pay for the administration cost of the labor contract administration including negotiations, labor relation, disputes and grievance representation performed on behalf of the signatory employers. In addition, all other administration functions required of the management such as service on all funds as required by federal law.

Section 8.07 The ALBAMF contribution shall be submitted with all other benefits as designated in the Labor Agreement by the fifteenth (15th) of the following month in which they are due to the administrator receiving funds. In the event any Employer is delinquent in submitting the required Administrative Maintenance Fund to the designated administrator, the administrator shall have the authority to recover any funds, along with any attorney fees, court cost, interest at one percent (1%) per month and liquidated damages receiving such funds. The enforcement for the delinquent payments to the fund shall be the sole responsibility of the fund or the employer, not the Local Union. These monies shall not be used to the detriment of the I.B.E.W. or this Local Union.

ARTICLE IX

SEPARABILITY CLAUSE

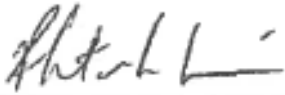
Section 9.01 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

NON DISCRIMINATION

Section 9.02 The parties to this Agreement will not discriminate against any individual because of such individuals' race, color, religion, sex, national origin, age, handicap, sexual preference, marital status, or status as a special disabled veteran or veteran of the Vietnam Era.

IN WITNESS THEREOF, American Line Builders and Local Union No. 51, 145, 309, 649 and 702, IBEW, through their respective duly authorized representatives have caused this Agreement to be executed on this 2nd day of September 2018.

SIGNED FOR AMERICAN LINE BUILDERS
CHAPTER, NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION



Robert G. La Lumiere, Sec. Mgr.

SIGNED FOR LOCAL UNION NO. 51,
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



John Johnson, Bus. Mgr.

SIGNED FOR LOCAL UNION NO. 145,
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



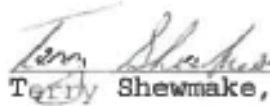
Corey Bergfeld, Bus. Mgr.

SIGNED FOR LOCAL UNION NO. 309,
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



Tim Evans, Bus. Mgr.

SIGNED FOR LOCAL UNION NO. 649,
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



Terry Shewmake, Bus. Mgr.

SIGNED FOR LOCAL UNION NO. 702,
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



Steve Hughtart, Bus Mgr.



APPENDIX A
ALLOWANCE FOR EMPLOYEE PROVIDED VEHICLE
EQUIPPED WITH REQUIRED TOOLS
[Optional -- See Section 5.08(a)]

TITLE	FUNCTION	HOURLY ALLOWANCE (\$)
ALL TITLES LISTED	Splicing Fiber Optic Cable*	5.00
IN SECTION 7.01	Splicing Twisted Pair Copper Cable*	5.00
	Placing Plant (All)**	3.00
	Specialty Tool***	3.00
	Miscellaneous**	3.00

* The typical employee provided vehicle generally consists of a three-quarter (3/4) or one (1) ton pickup truck with side bins or a three-quarter (3/4) ton enclosed van, both capable of carrying an extendible ladder up to twenty-four (24) feet in length.

** The typical employee provided vehicle generally consists of a one-half(1/2) ton pickup truck used in minor OSP construction and maintenance activities, such as setting pedestals, hand digging, and minor cable placing.

*** Includes such equipment as an aerial manlift, mass fusion fiber splicer having optical time division recorder (OTDR) testing capability, and others as may be identified by management.

APPENDIX B

AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES (Example)

I hereby authorize and direct _____ to deduct from my pay Union membership dues in the amount specified by the Local Union and the Constitution of the International Brotherhood of Electrical Workers and pay same to said Local Union in accordance with the terms of the bargaining agreement between the Employer and the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said Agreement, whichever occurs sooner; and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to the Employer and the Union ten days prior to the expiration of each one year period or of each applicable bargaining agreement between the Employer and the Union, whichever occurs sooner.

Date _____

Name (Printed) _____

Signature _____

APPENDIX C
SCHEDULE OF
MINIMUM HOURLY WAGE RATES

09/02/18

Crew Leader	\$1.00 above titled/esta. rate	
Supervising Crew Leader	\$2.00 above titled/esta. rate	
Central Office Installer & Maint. Man		23.13
Telephone and/or CATV Lineman		21.74
Installer and/or Repairman		23.13
Cable Splicer		23.13
CATV Terminator		21.74
Equip. Oper. A - (equip. 170 horsepower & over)		23.13
Equip. Oper. B - (equip. 169 horsepower & less)		21.74
Equipment Operator Trainee:		
0 - 1000 hrs. 75% of Equip. Oper. B		16.31
1001 - 2000 hrs. 80% of Equip. Oper. B		17.39
2001 - 3000 hrs. 85% of Equip. Oper. B		18.48
3001 - 4000 hrs. 95% of Equip. Oper. B		20.65
Lineman/CATV Terminator Trainee:		
0 - 1000 hrs. 75% of Lineman/CATV Term.		16.31
1001 - 2000 hrs. 80% of Lineman/CATV Term.		17.39
2001 - 3000 hrs. 85% of Lineman/CATV Term.		18.48
3001 - 4000 hrs. 95% of Lineman/CATV Term.		20.65
Cable Splicer/Installer/Central Office Inst. Trainees:		
0 - 1000 hrs. 60% of Cable Splicer/Inst/COI		13.88
1001 - 2000 hrs. 65% of Cable Splicer/Inst/COI		15.03
2001 - 3000 hrs. 70% of Cable Splicer/Inst/COI		16.19
3001 - 4000 hrs. 75% of Cable Splicer/Inst/COI		17.35
4001 - 5000 hrs. 80% of Cable Splicer/Inst/COI		18.50
5001 - 6000 hrs. 85% of Cable Splicer/Inst/COI		19.66
6001 - 7000 hrs. 90% of Cable Splicer/Inst/COI		20.82
7001 - 8000 hrs. 95% of Cable Splicer/Inst/COI		21.97
Groundman A		17.57
Groundman A Trainee:		
0 - 1000 hrs 80% of Groundman A		14.06
1001 - 2000 hrs. 90% of Groundman A		15.81
Flagger		10.27

Agreement No. Illinois Teledata