

AGREEMENT BETWEEN AMERICAN LINE BUILDERS CHAPTER NECA
AND LOCAL UNION NO. 51, IBEW, COVERING LINE CLEARANCE WORK
ON ELECTRICAL UTILITY PROPERTIES

FIRST CLAUSE

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

PURPOSE

The intent of this Agreement is to establish uniform conditions of employment of line clearance workers for the purpose of performing line clearance work coming properly under the jurisdiction of the outside branch of the trade.

The Chapter, 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 Chapter, the Employer, the Union and the Public. NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

DISCRIMINATION

The parties to this Agreement will continue to support their policies of non-discrimination because of race, color, sex, religion, creed or national origin.

ARTICLE I

MODIFIED CIR

EFFECTIVE DATES -- CHANGES -- GRIEVANCES -- DISPUTES

Section 1.01 This Agreement shall take effect January 1, 2023 and shall remain in effect until January 2, 2027, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January through December of each year, unless changed or terminated in the way later provided herein.

TERMINATION AND AMENDMENTS

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 of 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) In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR), either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

(e) By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, may jointly, with the Union, submit the unresolved issues to the Council on Industrial Relations for adjudication. Such unresolved issues shall be submitted no later than the next regular meeting on the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(f) 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.

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

AMENDMENTS

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.

STATUS DURING DISPUTES

Section 1.04 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. All such matters must be handled as stated herein.

LABOR-MANAGEMENT COMMITTEE

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.

GRIEVANCES -- DISPUTES

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

Section 1.07 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

ARBITRATION

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

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

Section 1.10 Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within ten (10) working days of its occurrence shall be deemed to no longer exist.

ARTICLE II

RECOGNITION OF THE UNION

Section 2.01 The Employer recognizes the Union as the exclusive representative of all its employees performing the work within the jurisdiction of the Union for the purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment. Any and all such employees shall receive at least the minimum wage and work under the conditions of this Agreement.

UNION SECURITY

Section 2.02 On the thirty-first (31) day following the effective date of this Section of the Agreement or on the thirtieth (30) 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 of 1947, as amended. In the event any employee fails to tender the admission fee and regular dues required to maintain his membership in the Union in accordance with the provisions of this Section, the Employer shall, upon written notice from the Union, terminate the employment of such individual employee within 48 hours (Saturdays, Sundays and holidays excluded) for failure to comply with the provision of this Section.

UNION DUES DEDUCTION

Section 2.03 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.

ANNULMENT - SUBCONTRACTING

Section 2.04 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 provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

MANAGEMENT RIGHTS

Section 2.05 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.

FAVORED NATIONS CLAUSE

Section 2.06 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 Employers under this Agreement and the Union shall immediately notify the Employer of any such concessions.

NON-RESIDENT EMPLOYEES

Section 2.07 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.

LOAN OUT OF EMPLOYEES

Section 2.08 The Employer shall not loan or cause to be loaned to any other employer or employers, the members of the bargaining unit of this Agreement in their employ.

EMPLOYER REQUIREMENTS

Section 2.09 Certain qualifications, knowledge, experience and financial responsibility are required of a Line Clearance Contractor. Therefore, a Line Clearance Contractor is a person, firm or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements, and employs at least one Line Clearance Journeyman regularly.

CONTRACTING WITH EMPLOYEES

Section 2.10 No Employer shall directly or indirectly, or by any subterfuge, sublet or contract with members of the bargaining unit all or any part of the labor services required by any contract of such Employer.

REBATE OF WAGES

Section 2.11 No Employer or member of the bargaining unit, or their agents, shall give or accept directly or indirectly any rebate of wages.

VIOLATION

Section 2.12 Any Employer found violating the previous two provisions shall be subject to having this Agreement terminated, upon written notice thereof being given by the Union after the facts have been determined by the International President of the Union and consent granted.

UNION STEWARD

Section 2.13 The Business Manager shall have the right to appoint a Steward on any job where workers are employed with notification to the Company under the terms of this Agreement. Such Stewards shall see that this Agreement is observed.

UNION ACCESS TO JOBS

Section 2.14 The representative of the Union shall be allowed access to any job at any reasonable time where workers are employed under the terms of this Agreement, to transact Union business.

UNION DISCIPLINE

Section 2.15 The Union reserves the right to discipline its members for violation of the laws, rules and agreements.

UNION MADE MATERIALS

Section 2.16 The policy of the Union and its members is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

EMPLOYER COOPERATION

Section 2.17 The Employer agrees to cooperate with the Union to advance its legitimate interests.

UNION COOPERATION

Section 2.18 The Union agrees to cooperate with the Employer to advance its legitimate interests by aiding the Employer to secure business, which will provide employment for persons in the bargaining unit. The Union, of course, will not discriminate between any Employers with which it has Agreements.

PERFORMANCE OF WORK

Section 2.19 The Union agrees that its members in the employ of the Employer will perform efficient work and service. Inasmuch as foremen are covered by this Agreement, the Union agrees that its foremen members will perform efficiently as foremen in the best interests of the Employer. Also, the Union agrees that its members in the employ of the Employer will use their best endeavors to protect the property of this Employer.

SUPPORT OTHER LOCAL UNIONS

Section 2.20 The Union shall have the right to support any other Local Union having justifiable trouble with the Employer, subject to the terms of this Agreement.

INSURANCE

Section 2.21 For employees covered by this Agreement, the Employer shall make regular payments to the Federal Government and the State of Illinois for Social Security, worker's compensation and Unemployment insurance and shall furnish satisfactory proof of such to the Union upon request.

Section 2.22 Communication between the Union and the Employer shall be made in writing.

SUBSTANCE ABUSE

Section 2.23 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 2.24 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 maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment:

Section 3.02 The Union shall be the sole and exclusive source of referrals 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, by- laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accordance 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 for which he qualifies.

CLASSIFICATION A - LINE CLEARANCE TRIMMER

GROUP I 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, have passed a Journeyman Lineman's examination given by a duly constituted Outside Construction Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last two (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 the 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 two (2) or more years' experience in the trade and who have been 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 (2½) years in the geographical area covered by the collective bargaining agreement.

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

CLASSIFICATION B - GROUNDMAN

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 (1) 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.

TEMPORARY EMPLOYEES

Section 3.06 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 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, provided such replacement occurs within ten (10) working days. Following the ten (10) day period, such temporary status will be removed and the employee will be recognized as registered.

DEFINITIONS

Section 3.08 New employees, with no prior experience in the line clearance tree trimming industry within the jurisdiction of Local 51, who are referred to the Employer, will serve a ninety (90) day probation period. During the first ninety (90) days, a referral employee shall be considered as employed in a trial basis and may be transferred, discharged or disciplined at the discretion of the employer and accordingly such referral employee shall not be entitled to the benefit of the grievance procedure.

Section 3.09 "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:

Adams	Greene	Mason	Scott
Brown	Grundy	McDonough	Stark
Bureau	Hancock	McLean	Tazewell
Calhoun	Henderson	Menard	Vermillion
Cass	Henry	Mercer	Warren
Champaign	Iroquois	Montgomery	Woodford
Christian	Jersey	Morgan	
Coles	Knox	Moultrie	
DeWitt	LaSalle	Peoria	
Douglas	Livingston	Piatt	
Edgar	Logan	Pike	
Fayette	Macon	Putnam	
Ford	Macoupin	Sangamon	
Fulton	Marshall	Schuyler	

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 3.10 "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 3.11 The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 3.12 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 3.13 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 places 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 this GROUP and his place within the GROUP.

Section 3.14 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 over-age reference can be made.

Section 3.15 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Chapter, and a Public Member appointed by both these members.

Section 3.16 (a) 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 3.04 through 3.14 of Article III of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business; but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

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 3.17 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 3.18 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.

REQUIREMENT TO MAINTAIN A VALID COMMERCIAL DRIVERS LICENSE (CDL)

Section 3.19 It is agreed that all employees will be required to maintain a valid driver's license. In the event the Foreman's license is suspended or revoked, he will be reclassified to Journeyman Trimmer.

Employees, who lose their license or fail to meet the physical requirement set forth in Federal Motor Carrier Safety Regulations Section 391.41, Subpart E, will be afforded the opportunity to work on a crew where at least one other

employee maintains a valid operator’s license. Such employee will be allowed to work up to a maximum of 12 months from the date his license was revoked.

The Company will not be required to employ more than one person who has lost their drivers license for each 10 employees with a valid Commercial Drivers License.

Failure to immediately notify the Employer of suspension or revocation of their operator’s license will result in immediate dismissal.

ARTICLE IV

CLASSIFICATIONS-WAGE RATES AND PAYMENTS

Section 4.01

<u>Classifications</u>	<u>1/1/23</u>	<u>12/31/23</u>
Line Clearance Foreman	31.21	32.77
Line Clearance Trimmer	28.53	29.96
Trimmer Trainee		
0 - 6 (75% L.C. T. Rate)	21.40	22.47
6 - 12 (80% L.C.T. Rate)	22.82	23.97
12 - 18 (85% L.C.T. Rate)	24.25	25.46
18 - 24 (90% L.C.T. Rate)	25.68	26.96
Groundman (75% of L.C.T. Rate)	21.40	22.47
Flagger (75% of L.C.T. Rate)	21.40	22.47

After six (6) months of employment, the trainee shall not be advanced to the next level until an evaluation has been performed by a Reviewing Committee, consisting of one representative of the Employer, one representative of the Union and the Foreman of the crew that the trainee is presented working.

*A Line Clearance Groundman may be permitted to operate all equipment except crawler-type tractors.

**No Trimmer, Trimmer Trainee, or Groundman shall be displaced or have their rate reduced on the job by the establishment of the Flagperson classification. The Union will certify flag people. All classifications will be expected to flag from time to time at their current pay rates.

***12/29/24– 5% increase to the posted wage for all classifications.

***01/04/26– 5% increase to the posted wage for all classifications.

PAYDAY AND TIME SHEETS

Section 4.02 Wages shall be paid weekly, normally not later than quitting time on Friday, by direct deposit to the employee’s account, for all work performed up to quitting time Saturday of the previous week. If an incumbent employee chooses not to utilize the direct deposit, their check will be mailed to a designated address and if not received by the morning of the regular payday, normally Friday, the Foreman shall notify the General Foreman by 12:00 Noon. Any employee not receiving his pay after such notification by 4:30 PM of the following Tuesday, shall receive pay at his straight time rate, not to exceed eight (8) hours’ pay, (commencing at 4:30 PM) in any twenty-four (24) hour period for waiting time, until pay is received. Weekly time sheets must be mailed promptly at the completion of the work week.

Section 4.03 Any employee laid off by the Employer, shall be paid in full by the next regular pay day.

ARTICLE V

WORKING CONDITIONS, HOURS OF WORK AND DAILY TRAVEL

Section 5.01 Eight hours shall constitute a regular day's work between the hours of 7:00 AM and 3:30 PM, OR 8:00 AM and 4:30 PM, with a one-half hour intermission for lunch, at 12:00 noon; and forty hours shall constitute a regular work week from Monday through Friday. Crews will report at headquarters and be ready to leave for the site of work at their respective starting time and the Employer agrees to pay employees for time elapsed between their starting time and the time at which they are returned to the headquarters. Any hours of work other than the above mentioned hours of work, cannot be put into effect without mutual consent between the Company and Local 51 office with the following exceptions.

- A. By majority vote of crews for a specific General Foreman, crews will be given the option of working four (4) ten-hour days from the first Sunday in March to the last Saturday in October.
- B. The Employer will determine which crews work Monday through Thursday and Tuesday through Friday.
- C. Crews working Monday through Thursday will be given the option of working on Friday of that week at the straight-time rate for a scheduled period of not less than four (4) hours, but not more than ten (10) hours for the purpose of making up time that was lost to work during the week due to weather.
- D. Crews working Tuesday through Friday will be given the option of working on Saturday of that week at the straight-time rate for a scheduled period of not less than four (4) hours, but not more than ten (10) hours for the purpose of making up time that was lost to work during the week due to weather.
- E. Time worked in excess of ten (10) hours in any one day or forty (40) hours in any one week, will be paid at the appropriate overtime rate.
- F. The four (4) ten-hour days will be scheduled as consecutive days of work.
- G. The Employer agrees to assign jobs to their employees that will allow the employee to work as close to their residence as possible.

MEALS FURNISHED

Section 5.02 Employees required to work six (6) consecutive hours, shall be furnished a meal. If employees are working on damage caused by an act of God (storm damage), an additional meal shall be furnished at the end of each subsequent four (4) consecutive hours of work thereafter. Pay at applicable rates shall continue through such meal periods. Employees not receiving a meal as outlined in this Section shall receive a meal allowance of twenty dollars (\$20.00). This meal allowance shall be for meals and not used as a maximum value for meals taken.

STRAIGHT TIME

Section 5.03 Straight time wage rates shall be paid for hours worked between 7:00 AM and 3:30 PM, 7:30 AM and 4:00 PM, or 8:00 AM and 4:30 PM, Monday through Friday.

OVERTIME – HOLIDAYS – STORM DAMAGE

Section 5.04 (a) All work outside of regular working hours shall be paid at time and one-half the regular rates except for Sundays and holidays or days celebrated as such, which shall be paid at double time. The holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

(b) When men are working on damage caused by an act of God to public utility lines or equipment, work shall be paid for at the applicable rates for the first fifteen consecutive hours and at double time for all work over fifteen consecutive hours unless broken by an eight-hour rest period. After each eight-hour rest period, men returning to work shall be paid at the applicable rate.

(c) When a holiday falls on a Saturday then Friday will be considered the holiday. When a holiday falls on a Sunday, the following Monday will be considered the holiday. With customer approval, employees may work four (4) 10-hour workdays in which a holiday falls during the workweek. With customer approval, four (4) 10-hour workweeks may be worked during deer season.

CALL OUT

Section 5.05 A minimum of three hours' pay at applicable rates shall be paid to employees who report to work on call at any time other than during a regular workday. Employees shall respond to the call out in a prompt and reasonable time.

HEADQUARTERS

Section 5.06 The Employer shall set up a headquarters where there is suitable parking for personal vehicles and is not more than fifteen miles from an incorporated town.

CHANGE OF HEADQUARTERS

Section 5.07 Employees or crews that are moved during a work week, shall be transported to the new location by the Employer during working hours without loss of pay. If company moved equipment the employees will start at new location, otherwise the employee will be moved and paid on company time.

TOOLS FURNISHED

Section 5.08 The Employer agrees to furnish all tools and equipment required to perform the work covered by this Agreement safely and efficiently.

REPORT TIME

Section 5.09 When employees report at the headquarters ready for work at their designated start time and cannot perform work because of inclement weather, material shortages or other reasons beyond their control, they shall receive two hours' reporting time, provided they remain at the headquarters or do work assigned (as per past practice) during the two-hour period unless released by the Foreman. If they are instructed by the General Foreman to report at 1:00 PM and are still unable to perform work for the reasons mentioned above, they shall be paid another two hours' reporting time for the afternoon. When a crew is released during their regular scheduled workday and is called back during the regularly scheduled workday, all time paid will be at 1.5 times the straight time rate.

VOTING TIME

Section 5.10 Employees who are assigned to work away from the town in which they maintain their permanent residence, will be allowed the necessary travel time, up to one hour off the job, **at the end of the work day**, for the purpose of voting in all Federal and state elections, provided they are eligible and do vote.

FOREMAN

Section 5.11 On jobs having Foreman, the Foreman must be qualified for that crew type. Workmen are not to take directions or orders or accept the layouts of any job from anyone, except the foreman.

Section 5.12 No Foreman shall, at the same time, perform or supervise work of more than one crew.

BEREAVEMENT

Section 5.13 A leave of absence without pay may be excused with no penalty in the event of the death of an employee's family member.

ARTICLE VI

SAFETY

Section 6.01 It is the Employer's responsibility to ensure the safety of its employees and their compliance with these safety rules and standards.

Section 6.02

- A. Employees shall have a current up-to-date CPR and First Aid Card. Documentation shall be provided to the Employer.
- B. Employees shall obtain First Aid and CPR card within ninety (90) days of employment.

Section 6.03 All employees shall have and maintain a valid commercial Pesticide Certification issued by the Illinois Department of Agriculture ("Certification"). The Company shall pay the fees and costs associated with obtaining, and renewing at the increments established by law, the Certification; except, any employee who fails a Certification test must obtain the Certification at his own expense and on his own time.

All new employees shall have one hundred eighty (180) days from their date of hire to obtain the certification and shall maintain the certification at all times. All present employees shall have one hundred twenty (120) days from May 18, 2002 to obtain, and thereafter maintain, the Certification. Employees will be allowed to take one class and one Certification test on the Company's time with full pay and benefits for the work time missed.

GPS TECHNOLOGY

Section 6.04 The employer shall have the authority, without further consultation with the Union, to adopt, install, use, or otherwise take advantage of any technology (such as, but not limited to, GPS and vehicle monitoring units) that shall allow it to monitor the performance of its employees and the operation of its equipment. All discipline would follow the guidelines and conditions listed here within and shall be subject to the grievance procedures listed here within.

ARTICLE VII

NATIONAL ELECTRICAL BENEFIT FUND

Section 7.01 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.

If the contribution rate for NEBF increases during the term of this agreement, then such increase will be taken from the posted wage rates and the employer will then pay the increased contribution to the NEBF effective the date the increase commences.

ARTICLE VIII

HEALTH AND WELFARE FUND

Section 8.01 The Employer agrees to pay into a Welfare Fund, known as the Line Construction Benefit Fund, Seven Dollars (\$7.00) for each hour worked by all employees covered by this Agreement. The contributions of the Employer shall be used to provide temporary disability insurance, hospital, surgical and medical expense benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Welfare Fund may determine and to provide funds for the organization and administration expenses of the Welfare Fund. The contributions may also be used to provide group life insurance to eligible if the trustees of the Welfare Fund determine this protection is advisable.

If during the term of this Agreement the cost of the Line Construction Benefit Fund is increased over the herein established contribution, the wage rates contained herein shall be reduced by the amount of increase effective the date such increase commences, and the Employer shall then contribute to the Line Construction Benefit Fund such increase as described above.

Section 8.02 The Employer agrees to be bound by the terms and conditions of the Trust Documents and by the actions of the trustees, excluding any action prohibited by law or which diverts the funds from the purposes for which the Trust was created and to make available to the Lineco trustees such information and records as will enable the Lineco trustees to perform their function.

Section 8.03 The said Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the Chapter and the Local Unions. If any Employer fails to make contributions to said Welfare Fund as provided in this Agreement no later than the 20th day following the end of each calendar month, he shall be subject to having this Agreement terminated upon seventy-two hours notice in

writing being served by the Union; provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Line Construction Benefit Fund.

***For the period of January 1, 2023 to January 2, 2027 the Employer shall pay up to twenty-five cents (\$0.25) each year for any additional contributions to LINECO as mandated by the trustees. If an increase exceeds \$0.25 cents, then that amount shall be split evenly between the Employer and the Union with the Union's portion coming from the posted wage. If any portion of the \$0.25 is not used each year, it shall fall off the table.

Section 8.04 The Union understands that the Employer's agreement to contribute to the Line Construction Benefit Fund (the "Fund") is based on its understanding that (1) the Fund is in compliance with, or will be in compliance with, all of the provisions applicable to the Fund of the federal Patient Protection and Affordable Care Act, as the same may be amended from time to time (the "ACA") as of the applicable effective dates, (2) the Fund offers medical coverage to bargaining unit employees that constitutes "minimum essential coverage" as defined under 26 U.S.C. 5000A and provides "minimum value" within Section 36B(C)(2)(ii) of the Code and U.S. Treasury Regulations issued thereunder, and (3) by making contributions to the Fund the Employer will not be subject to any penalties, fines or other charges under the ACA (including, but not limited to, shared responsibility penalties under section 4980H(a) or (b) of the ACA) with respect to any bargaining unit employee on whose behalf the Employer makes contributions to the Fund insofar as the penalties, fines or other charges are incurred as a result of the Fund's failure to be in compliance with the provisions of the ACA applicable to the Fund or the Fund's failure to offer "minimum essential coverage" and "minimum value". In the event that the Employer is assessed or subject to any such penalties, fines or other charges under the ACA as defined above with respect to any bargaining unit employee on whose behalf the Employer makes contributions to the Fund, the Employer shall immediately notify the Fund. If the Fund fails to bring itself in compliance with the provisions of the ACA applicable to the Fund within sixty (60) days, this agreement shall be reopened to negotiate over the current contributions to the Fund, a substitute medical plan and wage rates.

ARTICLE IX

NATIONAL ELECTRICAL ANNUITY PLAN

Section 9.01 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 by the National Electrical Annuity Plan ("NEAP"), the individual Employer will forward monthly to NEAP's designated collection agent an amount equal to twenty-four (24 %) 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 the 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 agreed 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 constitute a breach of his labor agreement.

*** On January 3, 2021 the NEAP contribution will be increased ½% to 24.5% of gross monthly payroll.

ARTICLE X

INDUSTRY FUND

Section 10.01 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

ARTICLE XI

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LLMCC)

Section 11.01 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 11.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 11.03 Each employer shall contribute zero cents (0¢) per hour worked. 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 Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

NATIONAL LABOR MANAGEMENT COOPERATION FUND

Section 11.05 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 11.06 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 11.07 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 11.08 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 payment. 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.

SEPARABILITY CLAUSE

Section 11.09 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.

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

DocuSigned by:
Robert Wedell
3ADF130B7E204FD...
Robert S. Wedell, Business Manager

SIGNED FOR AMERICAN LINE BUILDERS
CHAPTER, NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION

DocuSigned by:
Don Cox
34C676DE76624C1...
Don Cox, Chairman

DocuSigned by:
Kevin Moran
FE346486731F4CA...
Kevin P. Moran, Executive Director

Agreement No. 6-51-C
KPM/jmb 12/20/2022

