

EFFECTIVE DATES:  
03/02/2020-03/03/2024

AGREEMENT BETWEEN AMERICAN LINE BUILDERS CHAPTER, NECA, AND  
LOCAL UNION NO. 51 IBEW, COVERING UTILITY AND COMMERCIAL  
OUTSIDE POWER WORK, INCLUDING HIGH VOLTAGE PIPE TYPE CABLE  
INSTALLATIONS AND ELECTRICAL UNDERGROUND CONSTRUCTION

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 electrical workers for the purpose of performing line construction, reconstruction, maintenance line work, substation, cable work and electrical underground construction or other electrical work coming properly under the jurisdiction of the outside branch of the trade.

(Electrical underground construction shall include excavations, laying of conduits, ducts, cables and bases for street lights, transmission towers and transformers and excavations for manholes or hand holes.)

BASIC PRINCIPLES

The electrical Contractor 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 Contractors, the Union and the Public. Progress in industry demands a mutuality of confidence between the Contractor and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

## ARTICLE I

### EFFECTIVE DATES -- CHANGES -- GRIEVANCES -- DISPUTES

Section 1.01 This Agreement shall take effect March 2, 2020 and shall remain in effect until March 3, 2024, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, through the last day of February of each year, unless changed or terminated in the way later provided herein.

Section 1.02 (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20<sup>th</sup> of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

### 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 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.

#### 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.

## ARTICLE II

### RECOGNITION OF THE UNION

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

### UNION SECURITY

Section 2.02 All employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union during the term of this Agreement. All present employees not members of the Union shall be required to become members of the Union on the 30th day after the effective date of this Agreement. New employees hired after the effective date of this Agreement shall be required to become members of the Union on the 30th day after beginning employment. 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 provisions 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.

### VIOLATIONS AND SUBLETTING

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 this Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

#### MEMBERS CONTRACTING

Section 2.05 No member of Local Union No. 51, while he remains a member of such Union and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

#### 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 Employers of any such concessions.

#### LOANING OUT EMPLOYEES

Section 2.07 The Employer shall not loan or cause to be loaned the members of the bargaining unit of this Agreement in their employ to any other Employer or Employers.

#### INSURANCE

Section 2.08 For employees covered by this Agreement, the Employer shall make regular payments to the Federal and State Government for social security, workmen's compensation and unemployment insurance as required by law and shall furnish satisfactory proof of such to the Union upon request.

#### EMPLOYER REQUIREMENTS

Section 2.09 Certain qualifications, knowledge, experience and financial responsibility are required of an Electrical Contractor.

Therefore, an Electrical Contractor is a person, firm or corporation having these qualifications and maintaining a place of business and a suitable financial status to meet payroll requirements.

#### 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 workmen are employed under the terms of this Agreement. Such Steward shall see that this Agreement is observed.

#### REPRESENTATIVE OF UNION

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

#### UNION DISCIPLINE

Section 2.15 The Union reserves the right to discipline its members for violation of its 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.

## FOREMAN

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 the Agreement, the Union agrees that its foremen members will perform efficiently as foremen, in the best interest of the Employer. Only qualified journeyman lineman may be foremen, if available. Also, the Union agrees that its members in the employ of the Employers will use their best endeavors to protect the property of the Employer.

## OTHER LOCAL UNION SUPPORT

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.

## SUBSTANCE ABUSE

Section 2.21 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.

#### MANAGEMENT RIGHTS

Section 2.22 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.

#### NON-RESIDENT EMPLOYEES

Section 2.23 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.

#### 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 customer's 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

EMPLOYMENT 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 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 (3½) 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 (3½) 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 (3½) 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 (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 - EQUIPMENT OPERATOR

GROUP I All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed an examination pertaining to their classification given by a duly constituted Outside Local Union of the IBEW and who have been employed in the 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 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 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:

STATE OF ILLINOIS:

The entire area of the counties listed below:

Adams	Fulton	McLean	Schuyler
Brown	Hancock	Macon	Scott
Bureau	Henderson	Marshall	Stark
Cass	Knox	Mason	Tazewell
Champaign	Iroquois	Menard	Warren
Christian	La Salle	Peoria	Woodford
DeWitt	Livingston	Piatt	
Douglas	Logan	Pike	
Ford	McDonough	Putnam	

That portion of the counties listed below:

COLES	East Oakland, Humboldt, Morgan, North Okaw and Seven Hickory townships
EDGAR	Brouillets Creek, Buck, Edgar, Embarrass, Hunter, Paris, Prairie, Ross, Shiloh, Stratton, Young America
FAYETTE	that portion north of Avena, Bear Grove, Sefton and Sharon townships
HENRY	that portion south of Alba, Cambridge and Cornwall Townships
KANKAKEE	that portion served by the Illinois Power Company and Central Illinois Public Service Company
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
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

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 IBEW. 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 (3½) years' experience in the trade.

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 his 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 (a) 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.

#### 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 3.16 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 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.

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.

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

ARTICLE IV

CLASSIFICATIONS -- WAGE RATES AND PAYMENTS

<u>Section 4.01</u>	<u>03/2/2020</u>	<u>3/1/2021</u>
General Lineman Foreman	59.95	62.05
Line Crew Foreman	56.60	58.58
Journeyman Lineman	53.09	54.95
Substation Technician	53.09	54.95
Journeyman Signal Technician	53.09	54.95

Apprentice:

Apprenticeship wages shall be divided into seven (7) 1000 hour periods:

1st period (60% of Lnm.Rate)	31.85	32.97
2nd period (65% of Lnm.Rate)	34.51	35.72
3rd period (70% of Lnm.Rate)	37.16	38.47
4th period (75% of Lnm.Rate)	39.82	41.21
5th period (80% of Lnm.Rate)	42.47	43.96
6th period (85% of Lnm.Rate)	45.13	46.71
7th period (90% of Lnm.Rate)	47.78	49.46

Apprentice:

Apprenticeship wages shall be divided into six (6) 1000 hour periods:

1st period (60% of Jnymn. Sig. Tech rate)	31.85	32.97
2nd period (65% of Jnymn. Sig. Tech rate)	34.51	35.72
3rd period (70% of Jnymn. Sig. Tech rate)	37.16	38.47
4th period (75% of Jnymn. Sig. Tech rate)	39.82	41.21
5th period (80% of Jnymn. Sig. Tech rate)	42.47	43.96
6th period (90% of Jnymn. Sig. Tech rate)	47.78	49.46

Groundman-Equipment Operator, Class I (all crawler type equipment larger than D-4,15 ton crane or larger)	47.70	49.37
---	-------	-------

Groundman-Truck Driver with winch, may operate diggers, 5th wheel type trucks, crawler-type equipment, D-4 and smaller, backhoe 3/4 yard and under, rubber tire and crawlers w/end loader, and may drive bucket truck and live boom type line trucks)	36.17	37.44
Groundman-Truck Driver (wo/w)	34.02	35.21
Groundman, Class A	32.41	33.54

\*\*Effective 3/7/2022 (3.25%) increase to all classifications

\*\*Effective 3/6/2023 (3.25%) increase to all classifications

#### GLOVING OF UP TO 15KV PERMITTED ON ALL PROPERTIES

All employees will have these minimum requirements to be eligible for employment: Valid First Aid Card, CPR Card, CDL Class A Drivers License, DOT Medical Card as required by the client.

#### PAYDAY

Section 4.02 Wages shall be paid weekly not later than quitting time on Friday and not more than one weeks' wages may be withheld at any time.

Section 4.03 Employers may choose to pay employees using mandatory direct electronic deposit of wages weekly to the bank or credit union of the employee's choice. The employee must furnish the Employer bank routing information within seven days of their hiring. Their bank routing information may be changed with a 14-day advance written notification between employee and employer.

#### PAINTING

Section 4.04 The painting of all poles, towers, substations and all related electrical equipment will be done by journeyman lineman and apprentice lineman.

#### LAYOFF & TERMINATIONS

Section 4.05 The Employer will have until the end of the next banking business day to pay the man the wages that he is entitled to via direct deposit. This will also apply for termination of all employees.



## ARTICLE V

### WORKING CONDITIONS

#### HOURS OF WORK - DAILY TRAVEL TIME

Section 5.01 Eight hours shall constitute a regular day's work between the hours of 8:00 AM and 5:00 PM with an hour's intermission for lunch, except as modified below; and forty hours shall constitute a regular work week from Monday thru Friday. Crews will report at headquarters and be ready to leave for site of work at 8:00 AM and Employer agrees to pay employees for time elapsed between 8:00 AM and the time at which they are returned to headquarters, not including lunch period. The employees will work until 12:00 noon and the Employer will then provide transportation for employees to the nearest town where meals can be purchased.

The foregoing daily schedule may be changed by mutual agreement between the Employer and the Union and all applicable sections shall be adjusted accordingly.

The four (4) ten (10) hour day work schedule may be worked Monday through Thursday or Tuesday through Friday, (Monday through Friday in the event a holiday is celebrated on Monday or during the workweek) with prior approval of the Employer and the Union. If the parties agree to work the four ten hour week the following shall apply:

a. Ten (10) consecutive hours shall constitute a days work between the hours of 7:00 AM and 5:30 PM. One-half (1/2) hour shall be set aside for an unpaid lunch period five (5) hours after the normal starting time.

b. When working a Monday through Thursday schedule, Friday may be used as a make up day, and when working a Tuesday through Friday schedule, the following Monday may be used as a make up day, when the scheduled workweek was interrupted and time lost of seven (7) hours or more was incurred. All crewmembers shall report when a majority of the crew agrees the make-up day shall be utilized.

c. In the event that Friday qualifies as a make up day, the parties hereby agree that said Friday will be scheduled as the make up day and the Employer agrees to schedule work to fulfill at least the lost time incurred.

d. If inclement weather should cause work on the make up day to be curtailed the employee shall receive not less than three (3) hours reporting time.

Section 5.02 The trucks will leave town at 12:45 PM to deliver men to the work site. It is agreed that the Employer will not be required to pay any additional time for hauling men to and from lunch.

Section 5.03 In the event that employees are not able to return and be ready to resume their duties by 1:00 PM, they shall work the necessary time after 5:00 PM required to complete four hours' actual working time (including their return to headquarters) at the straight time rate of pay.

Section 5.04 By mutual consent of the Employer and the Local Union, and if the majority of the crew members involved so desire, they can elect to carry lunch and limit their lunch period to thirty minutes; and in such event, the crews shall be returned to headquarters by 4:30 PM.

#### MEALS FURNISHED

Section 5.05 Employees required to work six (6) consecutive hours shall be provided a meal period, and an additional meal period shall be provided at the end of each subsequent six (6) consecutive hours of work thereafter. Pay at applicable rates shall continue through such meal periods. Meals will not normally be provided by the Employer. Meals will be reimbursed at the rate of \$19.00 per meal; no receipt required. If the meal is provided by the employer or client the employee will not be reimbursed the meal allowance. If employees are released at the time they are entitled to a meal, they shall not be paid through that meal period.

#### STRAIGHT TIME

Section 5.06 Straight time wage rates shall be paid for hours worked between 8:00 AM and 5:00 PM, Monday through Friday.

#### OVERTIME AND HOLIDAYS

Section 5.07 (a) All work outside of regular working hours shall be paid at time and one-half the regular rates except 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, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day and Christmas Day. When a holiday falls on a Saturday, Friday will be considered the holiday. When a holiday falls on a Sunday, the following Monday will be considered the holiday. The double time rate will be paid on the holiday and day celebrated as the holiday.

## CONTINUOUS WORK

When employees work continuous hours, the first thirteen (13) consecutive hours shall be paid at the applicable rates and at double time for all work over thirteen (13) consecutive hours, unless broken by an eight (8) hour rest period. After each eight (8) hour rest period, employees returning to work shall be paid at the applicable rates. For the purpose of administering the overtime period and rest period, the first eight (8) hours worked of the normal workday shall be considered as part of the thirteen (13) consecutive hours, unless broken by a continuous eight (8) hour period.

## STORM WORK

(b) When men are working on damage caused by an act of God to public utility lines or equipment, workmen shall be paid the applicable rates for the first thirteen consecutive hours and at double time for all work over thirteen 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 rates. For the purpose of administering the overtime period and rest period, the first eight (8) hours worked of the normal workday shall be considered as part of the thirteen (13) consecutive hours, unless broken by a continuous eight (8) hour period. All storm work/emergency work performed in inclement weather will be paid at a minimum rate of time and one half (1-1/2). Inclement weather is defined as rough, severe, and stormy when dealing with rain, snow, and wind. (The weather must be inclement for the time and one half (1-1/2) to be enacted.)

## CALL OUT

Section 5.08 A minimum of three hours' pay at applicable rate shall be paid to employees who report to work on call at any time other than during regular workday.

Any time after quitting time and prior the start of their next workday, men that are notified that they may be mobilized for storm work, shall be paid one (1) hour additional, prior to their start time, for mobilization as follows:

1. The one (1) hour shall be paid at the straight time rate of pay.
2. The one (1) hour shall not be considered part of the workday for purposes of premium time.
3. The one (1) hour shall not be considered part of the workday for purposes of time towards meal allowances.

## GROUNDMAN-TRUCK DRIVERS

Section 5.09 (a) Employees that are assigned to service or maintain trucks or equipment outside of their normal work hours shall receive 40 minutes additional, at their applicable rate of pay, at the rate of time and one-half.

(b) The operation of Fixed Auger/Pressure Digging units shall be at the Journeyman Lineman's rate of pay.

(c) The operation of all crawler type equipment larger than a D-4, 15 ton cranes and larger shall be at the groundman equipment operator's rate of pay.

(d) The operation of all other equipment or trucks except those specifically mentioned in sub-section (b) and (c) of this Section will be at the groundman truck driver rate of pay.

(e) Journeyman Linemen and apprentice linemen shall be permitted to drive or operate equipment as required, when qualified groundman truck driver or equipment operator are not available. Journeyman linemen and apprentice linemen shall be paid their applicable rate when engaged in driving or operating equipment.

(f) All qualified groundman, groundman truck-drivers, and operators who are members of Local Union 51 prior to 03/01/99 will not be replaced by lineman on crews if they are available on the out of work list. Should groundman, groundman truck-drivers, and operators become unemployed they will be put to work on existing crews if positions are available.

## HEADQUARTERS

Section 5.10 The Employer shall set up a headquarters where a restaurant, gas station and toilet facilities are available, on a hard surfaced road, that is not more than fifteen miles from an incorporated town where suitable living quarters can be obtained by the workmen. On substation work the headquarters shall be the substation site. A suitable place to eat and change clothes shall be provided by the Employer. It shall be heated in the winter and large enough to accommodate employees and their tools.

## REIMBURSED EXPENSE

Section 5.11 On any job of less than five working days duration, the employees shall be reimbursed by the Employer at the rate of \$6.00 per day to compensate the employee for the additional expense of room rent incurred.

## CHANGE OF HEADQUARTERS

Section 5.12 (a) Employees or crews moved during a work week shall be transported to the new location by the Employer during working hours without loss of pay. This provision is not applicable when employees or crews are moved at the end of a work week.

(b) It shall be the responsibility of the Employer to see that employees driving equipment to the new job headquarters, when moving during the work week, to have transportation back to the old headquarters, on Company time, if necessary, to pick up personal transportation.

## TOOLS FURNISHED

Section 5.13 Employer agrees to furnish all tools and equipment required to perform the work covered by this Agreement safely and efficiently except pliers, hand connectors, climbers, body tools and safety belts which shall be furnished by the journeyman lineman; electricians will furnish the usual kit of tools required for their work.

The Union will furnish a tool list to be completed by the employee and presented to the Employer prior to commencing work.

The Employer shall provide a safe, locked place for employee's tools. If the tools are stolen from the locked enclosure, the Employer shall replace them, providing there are signs of forcible entry, and such theft is reported to police. The Employer will only replace tools that were stolen included on the employees tool list.

## REPORT TIME

Section 5.14 When employees report at headquarters ready for work at 8:00 AM and cannot perform work because of inclement weather, material shortages or other reasons beyond their control, they shall receive three hours' reporting time provided they remain at headquarters during the three hour period unless released by foreman. If they are instructed by the foreman to report at 1:00 PM and are still unable to perform work for reasons mentioned above, they shall be paid another three hours' reporting time for the afternoon.

## PICKUP TRUCK

Section 5.15 Foreman shall be allowed to drive a pick-up truck in connection with his regular duties as Foreman; however, he shall

not haul men and/or materials except in emergencies or unless he has been designated a working foreman as outlined in Section 5.17.

#### VOTING TIME

Section 5.16 Employees will be allowed two hours off job for the purpose of voting in all federal and state elections, providing they are eligible and do vote. This will not be applicable when reporting time is paid.

#### FOREMAN AND WORKING FOREMAN

Section 5.17 No foreman will be allowed to use mechanics' tools except in cases of accident or emergency which require immediate action; or when five (5) or less men are required for a job, one journeyman shall be designated as foreman and draw foreman's pay but shall be permitted to work with tools.

Section 5.18 When working on energized primary circuits, there shall be a foreman or a working foreman and not less than two linemen.

Section 5.19 On jobs having a foreman, workmen are not to take directions or orders or accept the layouts of any job from anyone except the foreman.

Section 5.20 No foreman shall at the same time perform or supervise work of more than one crew.

Section 5.21 The Employers may utilize three (3) man crews for utility system type work as follows:

- A. Underground Crews - Underground crew make-up shall be as follows:

A foreman, a Journeyman Lineman or hot apprentice, and qualified truck driver, substation tech, substation tech apprentice or URD specialist. A qualified truck driver is defined as an individual with experience in the trade with a CDL.

For non-energized underground primary and for energized underground secondary voltages of up to 240 volts, one (1) Journeyman Lineman and one (1) other classification.

- B. Overhead Crews

Overhead crews shall consist of a Foreman, a Journeyman Lineman, and a Journeyman Lineman or hot apprentice. No crew member will be penalized if he refuses the work

assignment due to safety concerns. When additional help is needed, it will be provided.

#### SHIFT WORK

Section 5.22 When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 AM and 4:30 PM. Workmen on the day shift shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work. The second shift (swing shift) shall be worked between the hours of 4:30 PM and 12:30 AM. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7-1/2) hours' work. The third shift (graveyard shift) shall be worked between the hours of 12:30 AM and 8:00 AM. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

#### OVER-AGE LINEMAN

Section 5.23 On jobs requiring five (5) or more journeyman, at least every fifth journeyman, if available, shall be fifty (50) years of age or older.

#### ARTICLE VI

##### HIGH VOLTAGE PIPE TYPE CABLE INSTALLATIONS

Section 6.01 All Oil-O-Static installations shall be performed under the terms and conditions set out in the IBEW International Agreement for "Continuous Pipe-Type Underground Oil-Filled Transmission Conduit Installations Agreement" approved by International President Charles H. Pillard on March 13, 1970.

#### ARTICLE VII

##### APPRENTICESHIP AND TRAINING

Section 7.01 The Area Training Agreement entered into between the American Line Builders Chapter NECA and IBEW Local Union No. 51 as approved by the International President on March 1, 2002, and as

amended, shall govern all matters of apprenticeship and training, and the financing thereof. Presently, the contribution rate to the Apprenticeship and Training Trust is one percent (1%) of the gross monthly labor payroll. Apprentice wages and ratio of apprentices to Journeymen are specified in the Area Training Agreement.

#### SAFETY

Section 7.02 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with the safety recommendations and standards.

Section 7.02 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with the safety recommendations and standards.

Section 7.03 A Joint Safety Committee consisting of three representing the Union and three representing the Chapter shall be established to review the Safety Rules from time to time. The Committee shall meet regularly at such times as it may decide, but not less than twice each year. It shall select its own Chairman and Secretary and draw up its own rules of procedure subject to the approval of the parties to this Agreement. The Committee shall submit its recommendations to the parties signatory to this Agreement.

Section 7.04 The Employer agrees to pay into the Safety Clothing and Education Fund, known as the Local Union #51/NECA Safety Clothing and Education Fund, one-half percent (1/2%) of their gross labor payroll paid to all employees covered by this Agreement. The contribution of the Employer shall be used to provide Education & Training to eligible employees of Employers working under this agreement in such form and amount as the trustees of the Plan may determine and to provide funds for the organization and administration expenses of the Plan. Delinquencies to this plan shall be handled in the same manner as those to the NEBF as outlined in Section 8.01 of this agreement.

Section 7.05 The Employer agrees to provide required fire retardant (FR) clothing and replace such apparel from time to time as necessary.

#### ARTICLE VIII

##### NATIONAL ELECTRICAL BENEFIT FUND

Section 8.01 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of



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

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

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

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

## ARTICLE IX

### HEALTH AND WELFARE FUND

Section 9.01 The Employer agrees to pay into a Welfare Fund, known as the Line Construction Benefit Fund, Six Dollars and fifty cents (\$6.50) for each hour paid to all employees covered by this Agreement. The contribution of the Employer shall be used to provide temporary disability, dental, 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 employees if the trustees of the Welfare Fund determine this protection is advisable.

Section 9.02 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 9.03 The said Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the NECA Chapter and the IBEW 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. In addition, if suit is instituted to collect any delinquent payment, the Employer shall also be liable for such interest, damages, fees and costs as are provided for by law.

\*\*\*Effective 1/4/2021 LINECO will increase to \$6.75 per hour worked.

\*\*\*From 3/2/2020 to 3/3/2024 on the first Monday of January each year up to \$.25 of any required contribution increase mandated by the LINECO trustees shall be paid by the Employer. Any required contribution increases in excess of \$.25 each year shall be figured from the total package wage of the Journeyman Lineman. The contribution amount will be used for all employees covered by this agreement. If \$.25 is not needed in a particular year it will dissolve.

(Note: The total package rate will be calculated based on the Journeyman Lineman rate and that difference will be deducted from all classifications.)

#### HEALTH REIMBURSEMENT ACCOUNT (HRA)

Section 9.04 Each Employer agrees to pay into the Line Construction Benefit Fund (LINECO)/Health Reimbursement Account (HRA) three percent (3%) of the gross labor payroll paid to all employees covered by this Agreement. The contributions of the employers shall be used to provide retirement benefits to eligible employees and/or their dependents in such a form and amount as the trust Agreement and plan document may determine and to provide funds for the organization and administration expenses of the plan.

Section 9.05 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/HRA trustees such information and records as will enable the trustees to perform their functions.

Section 9.06 The said LINECO/HRA shall be administered pursuant to the Agreement and Declaration of Trust administered jointly by a Representative of the NECA Chapter and IBEW Local 51. If any Employer fails to make contributions to said Welfare Fund as provided in this Agreement no later than the 20<sup>th</sup> day following the end of each 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 LINECO/HRA. In addition, if suit is instituted to collect any delinquent payment, the Employer shall also be liable for such interest, damages, fees and costs as are provided for by law.

#### LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LLMCC)

Section 9.07 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 9.08 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 9.09 Each employer shall contribute zero cents (\$.00) 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 9.10 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 COMMITTEE

Section 9.11 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 9.12 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 9.13 Each Employer shall contribute one cent (\$.01) per hour worked, up to a maximum of 150,000 hours per year, for work performed under the terms of IBEW Local Union agreements with the 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 9.14 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.

#### ADMINISTRATIVE MAINTENANCE FUND

Section 9.15 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 9.16 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 9.17 The ALBAMF contribution shall be submitted with all other benefits as designated in the Labor Agreement by the fifteenth (15<sup>th</sup>) 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. required payments have been paid to the IBEW Supplemental Health & Welfare Fund. In addition, if suit is instituted to collect any delinquent payment, the Employer shall also be liable for such interest, damages, fees and costs as are provided for by law.

## ARTICLE X

### NATIONAL ELECTRICAL ANNUITY PLAN

Section 10.01 It is agreed that in accord with the IBEW District Ten NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan ("NEAP"), the individual employer will forward monthly to NEAP's designated collection agent an amount equal to Twenty-five percent (25%) 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.

Contributions to this fund shall only apply to "Productive Electrical Labor Payroll" or any hours paid under the terms and conditions of this agreement. This shall include only actual time worked at the effective rates listed in Article IV sec. 4.01 of this agreement. Contributions shall not be paid on the following examples of exempted items such as expenses for meals and lodging (no receipt required), bonuses (regular or extraordinary), paid vacation, paid sick days or paid holidays (where they are not covered under this agreement), fire retardant clothing, personal protective equipment, per diems and subsistence pay, and personal use of company vehicles.

SAVINGS PLAN

Section 10.02 The Employer shall deduct from the pay of each employee who specifies, on the basis of an individually signed payroll deduction authorization card, an amount of money to be deposited into the Citizens Equity Federal Credit Union, P.O. Box 1715, Peoria, IL 61656-1715. The Payroll Deduction Authorization card which shall read as follows:

*I hereby authorize the (Name of Employer) to deduct \_\_\_% of my gross wages earned on work performed in the jurisdiction of Local Union No. 51, IBEW, and to forward amount deducted to the Citizens Equity Federal Credit Union, P. O. Box 1715, Peoria, IL 61656-1715, in accordance with the Labor Agreement.*

*I agree that this \_\_\_% of my gross earnings so deducted will be directly deposited to Citizens Equity Federal Credit Union, P. O. Box 1715, Peoria, IL 61656-1715. The employee must furnish the Employer bank routing information within seven days of their hiring. Their bank routing information may be changed with a 14-day advance written notification between employee and employer.*

\_\_\_\_\_ Date

\_\_\_\_\_ Employee's Signature

\_\_\_\_\_ Witness

\_\_\_\_\_ Social Security Number

ARTICLE XI

DELINQUENCIES - AGREEMENT AND TRUST FUNDS

Section 11.01 The Purpose of this Section addresses methods and schedules to be applied when firms have not complied with the specified and timely reporting to trusts and depositories in other parts of this Agreement, ie., NEBF, NEIF, Apprenticeship, Pension, Union dues, and LINECO.

Employer reports and accompanying funds for these reports must be received at the fund location as specified in the appropriate section in this agreement. All reports not having been received by the fund on or before the specified date shall be subject to the following delinquency procedure.



1. Any contractor not paying the appropriate fund as outlined in this agreement, shall forward to each trust fund or fund in which a delinquency exists for that Employer, completed payroll reports for all previous months worked.

2. Failure by any firm to pay all delinquent accounts in full by the 16th of the month following the month in which the funds were due shall result in a 72 hour notice by the business agent. The bargaining employees will be removed from all work and no further referrals will be made until all accounts are paid in full.

3. Failure by any firm to submit completed reports will be automatic cause for the business agent to remove all bargaining employees from all work and not refer any other personnel until all accounts are reported and paid in full.

4. Any contracting firm having a second or more delinquency within a twelve-month period following the first, will be cause for an automatic twenty percent (20%) liability penalty for all outstanding delinquent amounts. Failure by any firm to pay all delinquent accounts in full by the 16th of the month following the month in which the second delinquency occurs shall be subject to the twenty percent (20%) penalty. The twenty percent (20%) penalty shall be forwarded together with full payment of the delinquent amounts to the individual fund or trust fund affected.

5. Noncompliance with this section shall be handled as any other dispute and is subject to the Labor-Management process within Article I of this agreement.

The time tables as outlined above does not alter or relieve any firm from making timely reports and payments to the individual trusts or funds outlined in other Articles or Sections contained herein.

The delinquent Employer shall also be liable for all costs of collecting the payment, together with attorney's fees.

#### INDUSTRY FUND

Section 11.02 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.

SEPARABILITY CLAUSE

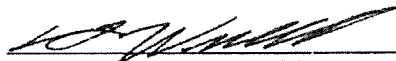
Section 11.03 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

AMERICAN LINE BUILDERS CHAPTER,  
NATIONAL ELECTRICAL CONTRACTORS  
ASSOCIATION

LOCAL UNION NO. 51, INTER-  
NATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS



Robert G. La Lumiere, Sec. Mgr.



Robert S. Wedell, Bus. Manager



Shane Stanley, Chairman

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
**May 6, 2020**  
  
Lonnie R. Stephenson, Int'l President  
This approval does not make the  
International a party to this agreement

Agreement No. 6-51-A  
KPM/JMB 1/22/2020

A D D E N D U M

Agreement No. 6-51-A

This Addendum shall be used to establish wage rates and crew sizes for street light maintenance work within the jurisdiction of Local Union No. 51, IBEW.

Street Light Maintenance Wages Rates

CLASSIFICATIONS	<u>3/2/2020</u>	<u>3/1/2021</u>
Street Light Mechanic Leader	49.58	51.32
Street Light Mechanic Oper.	46.63	48.26
Street Light Mechanic Oper. Tr:		
0 - 3 months exp.75% S.L.M.L.	37.19	38.49
3 - 6 months exp.80% S.L.M.L.	39.66	41.06
6 - 9 months exp.85% S.L.M.L.	42.14	43.62
9 - 12 months exp.90% S.L.M.L.	44.62	46.19

Crew Size

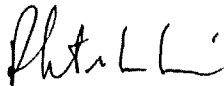
A 2 man crew will be assigned to do lamp replacement. Each crew will have a leader.

ARTICLE VII -- Apprenticeship and Training -- will not apply to this Addendum.

All other terms and conditions of employment will be those established by Agreement No. 6-51-A.

AMERICAN LINE BUILDERS CHAPTER,  
NATIONAL ELECTRICAL CONTRACTORS  
ASSOCIATION

LOCAL UNION NO. 51, INTER-  
NATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS



Robert G. La Lumiere, Sec. Mgr.



Robert S. Wedell, Bus. Mgr.

KPM 1/22/2020

Memorandum of Understanding

Concerning Fiber Splicing for Outside Work on Utility property in the state of Illinois in the following Jurisdictions:

IBEW Locals 51, 309, 649, & 702

The parties have agreed Fiber Splicing work performed (Distribution, transmission, substation) in the following Locals jurisdiction (51, 309, 649, & 702) will be done at 90% of the Journeyman Lineman scale plus all outside benefits where the work is being performed.

Fiber work may be done with one man for testing of reels and splicing. All other work will be mutually agreed upon by the employer and Fiber Technician performing the work.

This agreement will go into effect September 5, 2022.

By signing below, you agree to the terms of the agreement.

DocuSigned by:




FE346486731F4CA...

Kevin P. Moran

American Line Builders, NECA

DocuSigned by:



8BE0FE8045734D2...

Steve Hughart

IBEW Local Union 702

DocuSigned by:



9A4AD136C55B43C...

Darran Ayres

JF Electric

DocuSigned by:



5ADF130B7F204FD...

Bobby Wedell

IBEW Local Union 51

DocuSigned by:




8B16E70B2DC5464...

Tim Evans

IBEW Local Union 309

DocuSigned by:



29D9700502434A4...

Terry Shewmake

IBEW Local Union 649

KPM 8/26/22