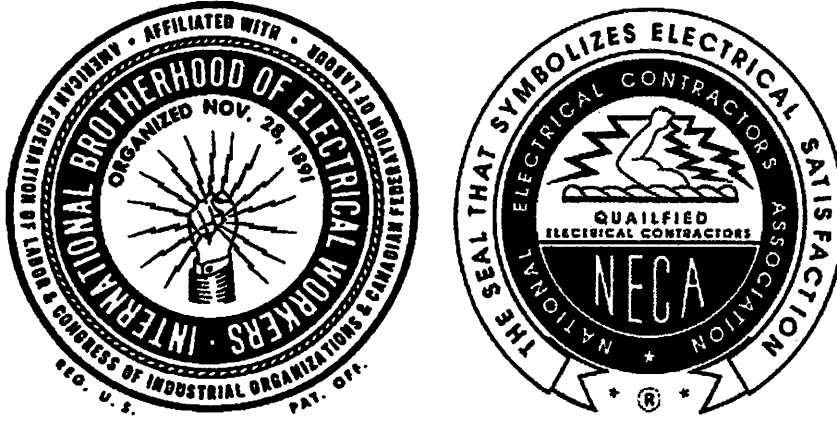


6-30-19 thru 6-30-24



AGREEMENT

Between

IBEW, LOCAL UNION 304

and

**SOUTHWESTERN LINE CONSTRUCTORS CHAPTER
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION**

**Originally made July 1, 1947
Revised to Include all Amendments**

IBEW LU 304 and SWLCC NECA made this Contract Possible

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Agreement by and between the Southwestern Line Constructors Chapter National Electrical Contractors Association and Local Union No. 304, I.B.E.W.

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

As used hereinafter in this Agreement, the term Chapter shall mean the Southwestern Line Constructors, N.E.C.A., and the term Union shall mean Local Union No. 304, I.B.E.W.

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

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer and the Union, and the Public. Progress in Industry demands a mutuality of confidence between the Employer and the Union. Both employer and union agree, it is in the best interest of both parties to maintain a drug free environment, to ensure the highest standards of safety, health and productivity. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now therefore, in consideration of the mutual promise and agreement herein contained, the parties hereto agree as follows:

SCOPE OF AGREEMENT

Wood pole, construction work shall include the digging and backfilling of holes for poles and anchors, by hand or mechanical equipment; the handling, unloading and distributing of all materials; the assembly and erection of all materials and structures including guying, stringing of conductors; and all work necessary to the ultimate completion of wood pole lines, towers, substations, switch structures, or similar wood pole structures where used for the purpose of carrying electric wires, conductors, or equipment.

Steel, metal, concrete and/or all other materials used for outside construction work where such construction is used for the purpose of carrying electric wires, conductors, or equipment which includes construction or transmission towers, outdoor substations, switch racks, and/or similar electrical structures shall include the following: All excavation work for pads, foundations, anchors, etc; the

construction of such pads for foundations: the backfilling and grounding of and around such pads or foundations; the handling, distribution, sorting and assembly of all materials and the erection of all structures; the stringing and installation of wires, cables, and insulators and other electrical equipment suspended from such structures, and the ultimate completion of such work.

Underground installation (wood, tile, masonry, fiber, metal and all types of electrical duct where such installations come under the outside branch of the electrical industry) shall include the following: The excavation and trenching, installation of raceways or ducts, construction of manholes, transformer vaults, and hand holes, backfilling, installation of fish wire; pulling, splicing, and laying of wire or cables installed in the raceways or ducts, or direct burial and all operations required for the ultimate completion of such work.

The scope of this agreement shall include not only the new installation as above outlined, but shall also govern the repair, maintenances and dismantling.

ARTICLE I

Effective Date-Changes Grievances-Disputes

Section 1.01. This agreement shall take effect June 30, 2019 and shall remain in effect until June 30, 2024, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1, to July 1, 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 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

Section 1.03. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Section 1.04. There shall be no stoppage of work either by strike or lockout because of any proposed changes in this agreement or disputes over the matter relating to this agreement. All such matters must be handled as stated herein.

Section 1.05. There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this agreement. In the event that these two are unable to adjust any matter within forty-eight (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 majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08. (a) Any expense incurred by the Labor-Management Committee shall be borne equally by the parties hereto.

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

ARTICLE II

Employer Rights - Union Rights

Section 2.01. No individual connected with an employing concern as Owner, Manager, Superintendent, Officer or member of a Board of Directors shall perform any manual electrical work. However, nothing in this rule shall be construed as preventing any individual from making a temporary repair or adjustment when an emergency exists involving a hazard to life or property.

Section 2.02. 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.

Section 2.03. All grievances must be started within fifteen (15) calendar days from the time that the incident resulting in the grievance occurred or became known to the Union, or individual employee filing the grievance; otherwise, it need not be considered.

Section 2.04. No member of Local Union No. 304, while he remains a member of such local and subject to employment by employers operating under this agreement, shall himself become a contractor for the performance of any electrical work.

Section 2.05. The Union agrees that if, during the life of this Agreement it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.06. The Employer recognizes the Union as exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2.07. (a) Employer and Union agree not to discriminate in employment and employee practices due to race, religion, color, national origin, ancestry, sex or age.

(b) Nothing in this agreement shall be construed to require either party to this agreement to act in violation of any valid State, Federal Law, or Executive Order.

Section 2.08. An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the

appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.09. Certain qualifications, knowledge, experience and financial responsibilities are required of everyone desiring to be an employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business and a suitable financial status to meet payroll requirements.

Section 2.10. For all employees covered by this agreement the Employer shall carry Workman's Compensation Insurance with a company authorized to do business in this State, Social Security and other protective insurance as may be required by the laws of this State, and shall furnish satisfactory proof of such to the Union. He shall also secure for all employees hereunder the benefits of the Kansas Unemployment Compensation Act.

Section 2.11. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2.12. 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 provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

ARTICLE III
Hours - Wages Payments - Working Conditions

Section 3.01. (a) Eight (8) hours work between the hours of 6:00 a.m. and 5:30 o'clock p.m., with a thirty (30) minute lunch period mid-day, shall constitute a work day, with premium time to start after the eighth scheduled hour. Starting time may not be changed for less than one week at a time. Forty (40) hours within five (5) days Monday through Friday, inclusive, shall constitute a workweek.

Section 3.02. (a) When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall be paid at the regular hourly rate of pay for all hours worked.

(b) The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 p.m. and 1:00 a.m. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

(c) The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 a.m. and 9:00 a.m.. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

(d) The employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

(e) If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 a.m. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days duration unless mutually changed by the parties to this agreement.

(f) An unpaid lunch period of thirty (30) minutes shall be allowed on each shift.

(g) All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

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

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

Section 3.03. (a) All work performed after the scheduled quitting time and before 12 midnight on regular work days and work on Saturdays shall be paid for at one and one-half (1 1/2) times the regular straight time rate of pay. Work performed between 12 midnight and the scheduled starting time shall be paid double the straight time rate, provided such work starts prior to 6:00 a.m., and all work on Sundays and the following holidays; New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, shall be paid for double the regular straight time rate of pay. If the holiday falls on a Saturday, the Friday previous will be observed as the holiday. If the holiday falls on a Sunday, the Monday following will be observed as the holiday.

(b) After sixteen (16) consecutive hours an employee shall receive the double time rate of pay until given a rest period of eight (8) consecutive hours.

(c) All employees performing work on affected overhead or underground equipment during or immediately following storms shall receive no less than one and one half (1.5) times the regular rate for all hours worked, except all hours worked on Sundays, holidays and between the hours of midnight and the scheduled start time shall be paid at double (2X) the regular rate of pay. In addition, hours worked in excess of twelve (12) consecutive hours, shall be paid at double (2X) the regular rate, unless broken by a minimum eight (8) consecutive hours rest period.

(d) All crews performing work on affected overhead or underground equipment immediately following storms shall be furnished meals and lodging by the Contractor during the course of the storm related emergency. All such workmen shall be paid the applicable rate while such meals are being eaten. Mealtime is interpreted to mean every 6 hours when performing storm related emergency work. When the nature of the work or the needs of the service render this schedule impracticable, reasonable deviation there from may be made.

Section 3.04. (a) No work shall be performed on Labor Day except in case of emergency and then only after permission is granted by the Business Manager of the Union.

(b) The minimum rate of wages shall be effective June 30, 2019, June 28, 2020, July 4, 2021, July 3, 2022, and July 2, 2023.

General Foreman - Not less than 16% above Journeyman's rate.

Foreman - Not less than 8% above Journeyman's rate.

Journeyman Lineman doing Cable Splicer work. – Not less than 5% above Journeyman's rate.

	<u>Hrly Rate of Pay</u>	<u>Hrly Rate of Pay</u>	<u>Hrly Rate of Pay</u>	<u>Hrly Rate of Pay</u>	<u>Hrly Rate of Pay</u>
Classification	6/30/19	6/28/20	7/4/21	7/3/22	7/2/23
General Foreman 116%	\$49.97	\$51.48	\$53.05	\$54.61	\$56.18
Foreman 108%	\$46.53	\$47.93	\$49.39	\$50.85	\$52.30
Journeyman Lineman	\$43.08	\$44.38	\$45.73	\$47.08	\$48.43
Journeyman Lineman Doing Cable Splicer Work 105%	\$45.23	\$46.60	\$48.02	\$49.43	\$50.85
Apprentice 1 st period 60% of Jry. Lineman rate	\$25.85	\$26.63	\$27.44	\$28.25	\$29.06
Apprentice 2 nd period 65% of Jry. Lineman rate	\$28.00	\$28.85	\$29.72	\$30.60	\$31.48
Apprentice 3 rd period 70% of Jry. Lineman rate	\$30.16	\$31.07	\$32.01	\$32.96	\$33.90
Apprentice 4 th period 75% of Jry. Lineman rate	\$32.31	\$33.29	\$34.30	\$35.31	\$36.32
Apprentice 5 th period 80% of Jry. Lineman rate	\$34.46	\$35.50	\$36.58	\$37.66	\$38.74
Apprentice 6 th period 85% of Jry. Lineman rate	\$36.62	\$37.72	\$38.87	\$40.02	\$41.17
Apprentice 7 th period 90% of Jry. Lineman rate	\$38.77	\$39.94	\$41.16	\$42.37	\$43.59
Construction Lineman 90% of Jry. Lineman rate	\$38.77	\$39.94	\$41.16	\$42.37	\$43.59
Construction Lineman 1 75% of Jry Lineman rate	\$32.31	\$33.29	\$34.30	\$35.31	\$36.32
Construction Lineman 2 80% of Jry. Lineman rate	\$34.46	\$35.50	\$36.58	\$37.66	\$38.74
Line Truck & Equipment Operators Line Construction & Equipment Operators					
Heavy Operator	\$35.17	\$36.05	\$36.95	\$37.87	\$38.82
Equipment Operator	\$31.86	\$32.66	\$33.48	\$34.32	\$35.18
Operator Trainee	\$27.08	\$27.76	\$28.45	\$29.16	\$29.89
Powderman	\$34.82	\$35.69	\$36.58	\$37.49	\$38.43
Groundman	\$24.87	\$25.49	\$26.13	\$26.78	\$27.45
Traffic Signal Technicians	\$42.67	\$43.74	\$44.83	\$45.95	\$47.10
Trainee 1 st period 60% of Traffic Signal Technicians	\$25.60	\$26.24	\$26.90	\$27.57	\$28.26
Trainee 2 nd period 65% of Traffic Signal Technicians	\$27.74	\$28.43	\$29.14	\$29.87	\$30.62
Trainee 3 rd period 70% of Traffic Signal Technicians	\$29.87	\$30.62	\$31.38	\$32.17	\$32.97

Trainee 4 th period 75% of Traffic Signal Technicians	\$32.00	\$32.81	\$33.62	\$34.46	\$35.33
Trainee 5 th period 80% of Traffic Signal Technicians	\$34.14	\$34.99	\$35.86	\$36.76	\$37.68
Trainee 6 th period 85% of Traffic Signal Technicians	\$36.27	\$37.18	\$38.11	\$39.06	\$40.04
Trainee 7 th period 90% of Traffic Signal Technicians	\$38.40	\$39.37	\$40.35	\$41.36	\$42.39

Traffic Signal Technicians will work only on traffic signal and multiple street lighting projects. Traffic Signal Technicians may perform any function necessary to complete the work on traffic signal and/or multiple street lighting projects. Traffic Signal Technicians may operate any and all equipment to complete this work.

On traffic signal and multiple street lighting jobs a Traffic Signal Technician may be designated as Foreman instead of a Journeyman Lineman.

Section 3.05. (a) Wages shall be paid weekly not later than quitting time on Friday and not more than seven (7) days wages may be withheld at any time, unless a holiday falls within a pay period, then, if necessary, pay day shall not be later than quitting time the following Monday. If pay is not received at this time, due to the fault of the Employer, a penalty of 25% of the delinquent gross pay will be due. If pay is not received by 4:30 pm on the following Monday an additional 25% penalty will be due. No benefits shall be due on penalty payments.

(b) Any workman laid off or discharged by the Employer shall be paid all his wages immediately. In the event he is not paid off, the penalty outlined in 3.05 (a) shall apply.

(c) Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice if available by the employer. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union. All direct deposits transfers must be posted to the employees account by noon on Friday. If these deposits are posted late through no fault of the contractor, then there will be no penalties to the contractor.

Section 3.06. (a) Any man reporting for work and being laid off, not having been notified the day previous of such lay-off, shall receive not less than two (2) hours in order to gather his tools and personal belongings, and shall be paid off in full, immediately. In the event the Employee is not paid off, the penalty outlined in 3.05 (a) shall apply.

(b) When an employee is laid off, terminated, voluntarily quits, or transferred out of jurisdiction the Employer shall notify in writing to the Business Manager the date and reason for separation within five working days.

Section 3.07. An applicant is a new employee after completion of the employer's application process. No new employee shall be employed for less than four (4) hours continuous time.

Section 3.08. (a) When men report to work at the scheduled starting time and are unable to work due to weather conditions or other causes beyond their control, they will receive a minimum of two (2) hours pay provided they remain at the show up location until released by the employer. In the event they work into the third hour and then are shut down, they shall receive not less than four (4) hours pay.

(b) In the event the employer requests work to continue in inclement weather, time shall be paid at a minimum of time and one half (1.5) with all other provisions.

(c) Employees should be notified by quitting time Thursday if there is scheduled weekend work.

Section 3.09. Journeyman and Apprentice Linemen shall provide themselves with the following tools:

Knife	Hammer
Adjustable Hand Wrenches not to exceed 12 inches	
6-foot folding rule	Pencils
Pliers Side-cutting	Climbers
Ratchet Wrench, 1/2 inch (employer to furnish sockets as required)	Safety Belt
Body Belt	
Screwdriver	
OSHA Approved clothing	CPR/First Aid OSHA 10

Section 3.10. The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes or other safe place of storage.

The employer shall provide a place for the safekeeping of employee's tools and in case of theft, only the tools listed on the tool list will be replaced if a proof of loss has been reported to the police authorities. A complete list of tools will be furnished on a form provided by the Union when referred, and signed by the employee and employer representative. Upon request by the contractor all employees shall take their personal tools home.

Section 3.11. Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with the applicable code rules, contract specifications, and municipal rules and requirements.

Section 3.12. A Journeyman Lineman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made on orders of the Employer or Employer's representatives. Employer shall notify the Union of workmen who fail to adjust improper workmanship, and the Union assumes the responsibility for the enforcement of this provision.

Section 3.13. (a) Workmen shall report at designated headquarters or the Employer's storeroom, ready for work at scheduled starting time, and shall be returned to such headquarters or the Employer's storeroom at quitting time.

(b) The Employer shall furnish transportation to and from all jobs after the workmen have reported to the storeroom or headquarters.

(c) Headquarters shall be located on an all-weather road accessible by automobile. A warm dry place shall be established for the men, such as a shop, filling station, warehouse, mobile unit, or similar show up with proper sanitary facilities, for the duration of job.

(d) When job headquarters or show-up is changed from one location to another location the men shall be advised of the changes whereupon they shall report to the new job headquarters or show-up on their own time. Should the Employer move the show-up more than one time during the regular work week, such move shall be on Company time and Company agrees to reimburse all lost lodging for that week for the employee so transferred, and he shall be reimbursed, at the current IRS rate, per mile for this move if he furnishes his own transportation.

Section 3.14. No workman shall use any automobile or other vehicle in a manner considered to be unfair to other workmen or against the interest of the Union.

Section 3.15. When working on energized circuits (above 600 volts), within the minimum approach distances, the crew shall consist of a non-working foreman and either two Journeyman Lineman or one Journeyman Lineman and a Hot Apprentice. When working outside the minimum approach distances, the crew shall consist of a minimum of 2 people, one of which shall be a Journeyman Lineman.

Section 3.16. On jobs having a Foreman, workmen are not to take directions or orders or accept layout of any job from anyone except the Foreman. On jobs having a General Foreman, Foremen are not to take orders from anyone except the General Foreman.

Section 3.17. No Foreman of a crew shall at the same time supervise another crew.

Section 3.18. (a) In each crew of four (4) or more men there shall be a Foreman. Foremen shall not be required to work with tools when it would interfere with their looking after the safety of the men.

(b) In each crew of five (5) or more men, including the Foreman, there shall be a non-climbing Foreman, except during an emergency or when no qualified workmen are available.

(c) When more than two Foremen are required on a job, one shall be designated General Foreman by the Employer. On jobs having four (4) or more Foremen the General Foreman shall not supervise a crew.

(d) All General Foremen shall be Journeyman Linemen.

(e) All Foremen shall be Journeyman Linemen.

Section 3.19. All framing of poles, assembling of material and fabrication of steel or aluminum, done on the job, shall be performed by a Foreman, assisted by a Lineman, Apprentice Linemen, or Operator.

Section 3.20. There shall not be less than two (2) Journeyman Linemen in each pole setting crew doing transmission work. There shall not be less than one (1) Journeyman Lineman in each pole setting crew working on de-energized distribution work.

Section 3.21. Groundmen shall use tools only under the direct supervision of a Journeyman Lineman and then only to assist a Journeyman Lineman. In no case shall a Groundman replace a Journeyman Lineman. Under no circumstances shall a Groundman use climbing tools.

Section 3.22. (a) All cranes, dozers, back hoes, trenching machines, hole digging equipment, mechanical lifts, semi-trailer trucks, line trucks, low boys, or flat beds and other comparable equipment when used in the installation or maintenance of overhead or underground electrical work coming under the jurisdiction of the outside construction branch of the IBEW, shall be operated by journeyman linemen, apprentice linemen, or equipment operators. Groundmen may drive this equipment.

(b) Pick-ups, man hauls, trenchers, dump trucks, flatbed trucks, and combination trenchers/backhoes may be operated by groundmen.

Section 3.23. (a) Splices and terminations performed on cables of the following types will be considered as requiring the cable splicer classification:

1. All lead sheath power cables, both single and three conductor:
2. Armored cables, single and three conductor, operating or designed for operation above 5 KV, of shielded type.
3. All cable splices and terminations shall be performed by lineman unless otherwise agreed to.

Section 3.24. The Business Manager or his Assistants of the Union shall be allowed access to any building or job sites at any reasonable time where members of the Union are employed if they furnish and wear OSHA approved clothing and/or equipment.

Section 3.25. The Business Manager shall appoint all Stewards. The Steward shall have ample time to conduct Union business and shall not be discriminated against. The Steward shall not be laid off or discharged until the Business Manager has been notified.

Section 3.26. The Employer agrees to conform to all safety rules and standards of the private utility, municipality, or public power authority on whose property work is being done. All workmen shall wear and use all safety equipment which is furnished by the Employer, including but not limited to hard hat and safety glasses. Insulated bucket trucks shall be tested and test results posted as per OSHA specifications.

Section 3.27. 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 employee working under a Local Union 304 referral. 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.

Individual employers who fail to remit by the 15th of the month, following the month the work was performed, as provided above, shall be subject to having this agreement terminated upon seventy-two (72) hours notice in writing being served by the Union.

ARTICLE IV

Outside - Referral Procedure

Section 4.01. In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

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

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

Section 4.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05. The Employer shall have the right to call a Foreman by name provided that employee shall remain at the Foreman's rate of pay for a minimum of 30 days. The employer shall still have the right to lay-off or terminate (for cause) that individual during the 30-day period.

Section. 4.06. The Union shall maintain a register of applicants for employment established on the basis of the classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the classification or classifications for which he qualifies.

**CLASSIFICATION A -JOURNEYMAN
LINEMAN - JOURNEYMAN TECHNICIAN**

GROUP 1. All applicants for employment who have three and one-half (3-½) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Lineman's examination given by a duly constituted Outside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Lineman by any Outside Area Joint Apprenticeship and Training Committee and who have been employed in the trade for a period of at least one (1) year in the last three and one-half (3-1/2) years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for

Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the Business Manager of the new group I status local union shall by electronic means notify the business manager of the applicant's former group I status local union.

GROUP II. All applicants for employment who have three and one-half (3-½) or more years' experience in the trade and who have passed a Journeyman Lineman's examination given by a duly constituted Outside Local Union of the I.B.E.W. or have been certified as a Journeyman Lineman by any Outside Area Joint Apprenticeship and Training Committee.

GROUP III. All applicants for employment who have two 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 (6) six months in the last two and one half (2 ½) years in the geographical area covered by the collective bargaining agreement.

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

CLASSIFICATION B - HEAVY EQUIPMENT OPERATOR*

GROUP I. All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the I.B.E.W. 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 I.B.E.W.

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 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.

Section 4.06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays Sundays, and Holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 4.07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

Cheyenne, Sherman, Wallace, Rawlins, Thomas, Logan Decatur, Sheridan, Gove, Norton, Graham, Trego, Phillips, Rooks, Ellis, Rush, Pawnee, Edwards, Smith, Osborne, Russell, Barton, Stafford, Jewell, Mitchell, Lincoln, Ellsworth, Rice, Reno, Republic, Cloud, Ottawa, Saline, McPherson, Washington, Clay, Dickinson, Marshall, Riley, Geary, Morris, Nemaha, Pottawatomie, Wabaunsee, Lyons, Brown, Jackson, Shawnee, Osage, Coffey, Jefferson, Douglas, Franklin, Anderson, Allen, Neosho, Labette, Miami, Linn, Bourbon, Crawford, Cherokee, Greeley, Hamilton, Grant, Stevens, Comanche, Harvey, Chase, Chautauqua, Wichita, Kearney, Haskell, Seward, Pratt, Sedgwick, Butler, Woodson, Scott, Finney, Gray, Meade, Barber, Sumner, Cowley, Wilson, Lane, Hodgeman, Ford, Clark, Kingman, Montgomery, Greenwood, Ness, Stanton, Norton, Kiowa, Harper, Marion, Elk and

ALL OUTSIDE WORK performed in the State of Kansas except that work performed in the following Counties or portions thereof:

ATCHISON - That portion east of Benton, Center and Grasshopper Townships.

CHEROKEE - Outside work on the property of the Empire District Electric Company only.

DONIPHAN - Entire County.

JOHNSON - That portion east of Monticello, Olathe and Spring Hill Townships.

LEAVENWORTH - That portion north of Fairmont, Stranger and Tonganoxie Townships.

WYANDOTTE - Entire County.

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 4.09. "Residents" 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 4.10. An "Examination" shall include experience rating tests if such examination shall have been given prior to the effective date of this procedure, but from and after the date of the procedure, shall include only written and/or practical examinations given by a duly constituted Outside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has had three and one-half (3½) years' experience in the trade.

Section 4.11. The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the date they register their availability for employment.

Section 4.12. 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 4.13. (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within the GROUP.

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

Section 4.14. The only exceptions that shall be allowed in this order of referral are as follows:

(a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 4.15. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members

Section 4.16. 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 4.04 through 4.14 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 4.17. 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 4.18. 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 4.19. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Outside Area Training Agreement.

ARTICLE V

Apprenticeship and Training

Section 5.01. The Area Training Agreement entered into between the Southwestern Line Constructors Chapter of NECA and I.B.E.W. Local Union 304 as approved by the International President on August 13, 1999, 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 1.5% percent of the gross monthly labor payroll. Apprentices' wages and the ratio of apprentice to journeymen are specified in the Area Training Agreement.

ARTICLE VI

NEBF - Regular

Section 6.01. It is agreed that in accord with the National 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 this Labor Agreement.

Section 6.02. If the trustees of NEBF increase the required funding, the Union shall have the option of either reducing the wages or reducing the benefits provided for in this agreement by an amount equal to the NEBF increase effective to the date such increase commences and the employer shall then contribute to the NEBF such increase described above.

ARTICLE VII
National Electrical Annuity Plan
(Formerly known as IBEW-District Ten-NECA Individual Equity Retirement Plan or the District Ten Plan)

Section 7.01. It is agreed that in accord with the I.B.E.W. - District Ten N.E.C.A. 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 defined below (the contribution obligation) 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.

15%	Groundman Apprentice 1 Traffic Signal Tech 1
16%	Apprentice 2 Traffic Signal Tech 2
17%	Apprentice 3 Traffic Signal Tech 3
18%	Apprentice 4 Traffic Signal Tech 4
19%	Apprentice 5 Traffic Signal Tech 5
20%	Apprentice 6 Traffic Signal Tech 6 Operator Trainee Construction Lineman – 1 & 2

22%	Apprentice 7 Traffic Signal Tech 7 Equipment Operator
25%	General Foreman Foreman Journeyman Lineman Traffic Signal Technician Powderman J.L. Working as Cable Splicer Heavy Operator

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 this labor agreement.

ARTICLE VIII **Industry Fund**

Section 8.01. Each individual Employer shall contribute an amount but 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 IX

Line Construction Benefit Fund

Section 9.01. The Employer agrees to pay into a Benefit Fund, known as the Line Construction Benefit Fund effective January 1, 2019 six dollars (\$6.00) and effective January 1, 2020 six dollars and fifty cents (\$6.50) for each hour worked by all employees covered by this Agreement. If there is any increase in Lineco during the term of this agreement, the contribution amount to the Line Construction Health Reimbursement Account shall be reduced by the amount of the increase. In the event that there are no additional HRA Funds available, the wages shall be reduced by the amount of the increase. The Contributions of the Employer shall be used to provide temporary disability insurance, hospital, surgical and medical expense benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Benefit Fund may determine and to provide funds for the organizations and administration expenses of the Benefit Fund. The contributions may also be used to provide group life insurance to eligible employees if the trustees of the Benefit Fund determine this protection is advisable. The payment and the payroll report shall be mailed to reach the office of the Lineco Fund not later than fifteen (15) calendar days following the end of each calendar month.

Section 9.01(a). The Employer agrees to pay into a Benefit Fund, known as the Line Construction Health Reimbursement Account (HRA), effective 6-30-2019 an amount equal to one dollar and twenty cents (\$1.20) per hour, effective 1-01-2020 an amount equal to seventy cents (\$0.70) per hour, effective 6-28-2020 an amount equal to one dollar and thirty cents (\$1.30) per hour, effective 7-4-2021 an amount equal to one dollar and ninety cents (\$1.90) per hour, effective 7-3-22 an amount equal to two dollars and fifty cents (\$2.50) per hour and effective 7-2-2023 an amount equal to three dollars and ten cents (\$3.10) per hour for all employees covered by this Agreement.

Section 9.02. The said Benefit Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the Chapter and the Union. If any Employer fails to make contributions to said Welfare Fund as provided in this Agreement no later than the 20th day following the end of each calendar month, he shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union; provided the individual employer fails to show satisfactory proof that the required payments have been paid to the Line Construction Benefit Fund.

ARTICLE X

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 10.01. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of 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 10.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 10.03. Each employer shall contribute 0%. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Southwestern Line Constructors Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 10.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XI

NECA-IBEW NATIONAL LABOR-MANAGEMENT COOPERATION FUND

Section 11.01. (a) 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 innovate 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.

(b) 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.

(c) 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 Southwestern Line 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 Southwestern Line Chapter, NECA, or its designee, shall be the collection agent for this Fund.

(d) 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 attorney's fees.

ARTICLE XII

Administrative Maintenance Fund

Section 12.01. All Employers who are signatory to this Labor Agreement shall contribute an amount equal to 0.2% (two tenths of one percent) of their gross monthly payroll, payable to the Southwestern Line Chapter Administrative Maintenance Fund. Annual contributions to the fund shall be limited to the first 75,000 man hours per employer.

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

The Southwestern Line Chapter Administrative Maintenance Fund contribution shall be submitted with all other benefits as designated in the Labor Agreement by the fifteenth (15th) of the following month. In the event any Employer is delinquent in submitting the required amount, the Southwestern Line Chapter shall have the authority to recover any funds, along with attorney fees, court costs, interest at one percent (1%) per month and liquidated damages. The enforcement for the delinquent payments to the fund shall be the sole responsibility of the fund. These monies shall not be used to the detriment of the I.B.E.W.

ARTICLE XIII SUBSTANCE ABUSE

Section 13.01. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XIV CODE OF EXCELLENCE

Section 14.01. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XV
Separability Clause

Section 15.01 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.

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

Signed for:

**SOUTHWESTERN LINE CONSTRUCTORS CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION**



Joe Mitchell, NECA Chapter Manager



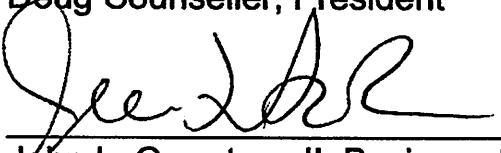
Greg Darkenwald, NECA Negotiation Chairman

Signed for:

**LOCAL UNION NO. 304 of THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**



Doug Counsellor, President



John L. Garretson II, Business Manager



MEMORANDUM OF UNDERSTANDING

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL 304
and
SOUTHWESTERN LINE CONSTRUCTORS
CHAPTER NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION



Off – Site Standby

This Memorandum of Understanding (MOU) is between the Southwestern Line Constructors Chapter National Electrical Contractors Association, hereinafter referred to as "Contractor", and the IBEW Local 304, hereinafter referred to as "Union." This MOU is effective on the date signed below by the parties and shall run concurrent with the current Bargaining Agreement.

The intent of this document is to allow the Contractor the use of Standby Manpower when necessary to fulfill the customer needs. This shall be on a voluntary basis. Employee must show up as directed and fit for duty when called or they shall forfeit the standby pay. It is agreed and understood that Contractor shall perform the aforesaid work pursuant to the provisions of the Outside Line Agreement, with the following exceptions of terms as follows:


- 1) One-Quarter (1/4) the straight time rate for all non-Sunday & non-Holiday hours
(For payroll purposes, calculated as ¼ hour of pay per hour on Standby)
- 2) One-Half (1/2) the straight time rate for all Sunday & Holiday hours
(For payroll purposes, calculated as ½ hour of pay per hour on Standby)
- 3) Once called off standby all work performed will be at the applicable rate

The parties agree that this MOU is made on a non-precedent, non-refer basis. Neither party, nor its representatives or attorneys, shall offer this document into evidence or refer to this MOU in any proceeding except as may be necessary to settle a dispute regarding the terms of this agreement.

**Southwestern Line Constructors Chapter
National Electrical Contractors Association**


Joe Mitchell, Chapter Manager

**International Brotherhood of Electrical
Workers Local Union # 304**


John L. Garretson II, Business Manager



MEMORANDUM OF UNDERSTANDING

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL 304
and
SOUTHWESTERN LINE CONSTRUCTORS
CHAPTER NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION



Non Aerial Crew

This Memorandum of Understanding (MOU) is between the Southwestern Line Constructors Chapter National Electrical Contractors Association, hereinafter referred to as "Contractor", and the IBEW Local 304, hereinafter referred to as "Union." This MOU is Effective on the date signed below by the parties and shall run concurrent with the current Bargaining Agreement.

The intent of this document is to amend Section 3.19, 3.20, and 3.21 to allow non aerial crews (groundman, operators, lineman, etc...) to frame poles, assemble material and the fabrications of steel or aluminum or other type of tasks for the term of the current agreement to help with the current manpower shortage. It shall be the responsibility of the employer to select the most qualified worker knowledgeable in the task required to lead and direct the work in a safe and productive manner and shall be paid no less than 8% over the current Equipment Operator rate and shall work under the direction of a General Foreman.

Under no circumstances shall a non-qualified worker use climbing tools or be in the air. All other provisions of the current bargaining agreement outside this MOU still apply. In no way shall this document compromise safety or displace the need for qualified workers on any jobs. Under no circumstance shall a non aerial crew be in any type of energized conditions. In the event any of the material, poles, towers, buss work, boom, equipment, ect.. being used has the ability or could be in contact with any existing energized apparatus proper crew make up shall be used.



The parties agree that this MOU is made on a non-precedent, non-refer basis. Neither party, nor its representatives or attorneys, shall offer this document into evidence or refer to this MOU in any proceeding except as may be necessary to settle a dispute regarding the terms of this agreement.

**Southwestern Line Constructors Chapter
National Electrical Contractors Association**


Joe Mitchell, Chapter Manager

**International Brotherhood of Electrical
Workers Local Union # 304**


John L. Garretson II, Business Manager

	<p align="center"><u>MEMORANDUM OF UNDERSTANDING</u></p> <p align="center">INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 304 and SOUTHWESTERN LINE CONSTRUCTORS CHAPTER NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION</p>	
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Re: 4-10 hour work days

This Memorandum of Understanding (MOU) is between the Southwestern Line Constructors Chapter National Electrical Contractors Association, hereinafter referred to as "Contractor", and the IBEW Local 304, hereinafter referred to as "Union." This MOU is effective on the date signed below by the parties and shall run concurrent with the current Bargaining Agreement.

The intent of this document is to continue the practice of utilizing the four (4) day work week of ten (10) hour days consisting of Monday thru Thursday or Tuesday thru Friday. The use of the alternate work hours will continue to be established by individual show-up. In the event there is a dispute the hours and work conditions will revert to contractual language.

In the event the holiday falls outside of the regularly scheduled work week, a work day previous or following the holiday shall be observed as the holiday as determined by the employer.

The parties agree that this MOU is made on a non-precedent, non-refer basis. Neither party, nor its representatives or attorneys, shall offer this document into evidence or refer to this MOU in any proceeding except as may be necessary to settle a dispute regarding the terms of this agreement.

**Southwestern Line Constructors Chapter
National Electrical Contractors Association**


Joe Mitchell, Chapter Manager

**International Brotherhood of Electrical
Workers Local Union # 304**


John L. Garretson II, Business Manager



MEMORANDUM OF UNDERSTANDING

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL 304
and
SOUTHWESTERN LINE CONSTRUCTORS
CHAPTER NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION

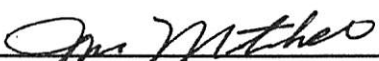


Subcontracting

It is hereby agreed that on any project bid in Local Union 304's Jurisdiction where there is confirmed non-union competition, an employer who is signatory to this agreement shall be allowed to subcontract civil work, right of way work, vegetation management, road building, foundations and footers (which may include the pole bases), hole drilling when larger than 24 inch diameter, culverts, fencing, restoration and storm water prevention. The Union shall be made aware of the name of any non-signatory subcontractor prior to them performing any work. All other work covered by this agreement that is subcontracted by the employer shall be performed in accordance with this agreement.

This Letter of Agreement shall remain in effect for the term of the current Collective Bargaining Agreement.

**Southwestern Line Constructors Chapter
National Electrical Contractors Association**


Joe Mitchell, Chapter Manager

**International Brotherhood of Electrical
Workers Local Union # 304**


John L. Garretson II, Business Manager