

EFFECTIVE DATES
1/1/21 - 12/31/23

AGREEMENT BETWEEN AMERICAN LINE BUILDERS CHAPTER, NECA,
AND LOCAL UNION NO. 1393, IBEW,
COVERING UTILITY AND COMMERCIAL OUTSIDE ELECTRICAL POWER WORK,
INCLUDING HIGH VOLTAGE PIPE TYPE CABLE WORK,
AND ELECTRICAL UNDERGROUND CONSTRUCTION

FIRST CLAUSE

Agreement by and between American Line Builders Chapter, NECA, and Local Union No. 1393, 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. 1393, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

PURPOSE

UTILITY - This agreement is made for the purpose of stabilizing wage rates, hours of employment and other conditions of employment for outside electrical power work, including high voltage pipe type cable work and electrical underground construction, when performed by the electrical contractor, on any public utility, rural electric cooperative, municipally owned utility properties and commercial customers. (Electrical underground construction shall include excavation of earth, laying of conduits, ducts, cable and bases for streetlights, transformers and excavations for manholes.)

COMMERCIAL - This agreement shall cover all phases of Commercial Outside Electrical Construction work coming properly under the jurisdiction of the outside branch of the trade in the state of Indiana, except for that work covered under Labor Agreement 6-1393-G. (Industrial Outside Commercial, Highway Lighting, Traffic Signals, Substations or additions, in connection with generating plants, Newport Ammunition Depot and Bunker Hill Air Base.)

WITNESSETH

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

WHEREAS, it shall be the mutual goal of the Employers and employees to work so that maximum productivity is achieved thus enhancing our mutual prosperity and gaining full employment.

NON-DISCRIMINATION

The parties to this Agreement agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of age, sex, race, creed, color or national origin, and to promote the full realization of equal employment opportunity through a positive and continuing effort, further, wherever in this Agreement the term "his" appears in reference to an employee or the use of "man" appears in any title such as lineman it shall be deemed to include both male and female.

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 January 1, 2021, and shall remain in effect until December 31, 2023, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December through November 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 other 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 of 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 representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

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

ARBITRATION

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

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

been made.

Section 1.10 Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within 30 working days of its occurrence shall be deemed to no longer exist.

ARTICLE II

UNION SECURITY

Section 2.01 On the thirty-first day following the effective date of the Agreement or on the thirty-first day following the beginning of employment, whichever is later, membership in the Union shall be required of each employee in the bargaining unit as a condition of employment subject to the provisions of Section 8(a)(3) of the Labor-Management Relations Act, 1947, as amended. Any request by the Union for the Employer to discharge an employee for violation of this section shall be in writing. The Union agrees to hold the Employer harmless from any cause of action arising from such discharge.

EMPLOYEES CONTRACTING

Section 2.02 No member of Local Union No. 1393, 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 work covered by this Agreement.

FAVORED NATIONS CLAUSE

Section 2.03 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

INSURANCE

Section 2.04 For all employees covered by this Agreement, the Employer shall carry workmen's compensation insurance with a company authorized to do business in the state of Indiana and such other protective insurance as may be required by the laws of this state, and he shall furnish satisfactory proof of such to the Union. The Employer shall also make payments to the Indiana Unemployment Compensation Commission for all employees covered by the terms of this Agreement and shall pay all social security taxes as may be required by the state or federal statutes.

BARGAINING AGENT

Section 2.05 The Employer agrees to recognize the Union as the sole and exclusive representative of all employees coming within the bargaining

unit consisting of all employees in the different employee and work classifications set forth in Article V, Section 5.01, of this Agreement for the purpose of collective bargaining with respect to wages, rates of pay, hours of work and other conditions of employment.

VIOLATIONS AND SUBLETTING

Section 2.06 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.

MANAGEMENT RIGHTS

Section 2.07 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.

LEGAL PICKET LINE

Section 2.08 It shall not be considered a violation of this Agreement for employees to refuse to cross a legal picket line established by any other Union.

NON-RESIDENT EMPLOYEES

Section 2.09 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.

DUES DEDUCTION

Section 2.10 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.

Section 2.11 The form of the written assignment herein referred to shall be as prescribed in Exhibit "A" attached hereto and hereby made part hereof the same as if incorporated herein.

Section 2.12 To provide means whereby the Union may be notified of each crew's location of work and the employment record of each employee, the Employer will furnish the Union a list of all their employees covered by this Agreement once each month in a form prescribed and furnished by the Union. Such list of employees shall be regularly forwarded to the Union on or before the last day of each calendar month.

SUBSTANCE ABUSE

Section 2.13 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.

NON-DOT DRUG TESTING

Section 2.14 Using criteria set by the DOT, all non-DOT employees can be drug tested by the employer.

CODE OF EXCELLENCE

Section 2.15 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 required by the IBEW and NECA.

THEFT POLICY

Section 2.16 The removal of any property, scrap or material, which is owned by the customer or the employer without the permission of either of the two entities, is strictly prohibited. Any unauthorized removal will result in discipline up to and including discharge of employment and prosecution under law.

WEAPONS POLICY

Section 2.17 No weapons of any sort will be allowed on any job, at any show up or on any customer property at any time. As well as any Customer or Company expensed hotels, vehicles and property. Any violation of this will result in the immediate termination of that employee.

ARTICLE III

REFERRAL PROCEDURE

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

New employees must report to work on the job site after their initial hire-on to be paid for new hire training, paperwork, etc.

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 accord with the following procedure:

Section 3.05 The Union shall maintain a register of applicants for employment established on the basis of the Classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the classification or classifications for which he qualifies.

CLASSIFICATION A - JOURNEYMAN LINEMAN-JOURNEYMAN TECHNICIAN

GROUP I All applicants for employment who have three and one-half or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; have passed a Journeyman Lineman's examination given by a duly constituted Outside Construction Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Area Joint Apprenticeship and Training Committee; and who have been employed in the trade for a period of at least one year in the three and one-half 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 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 or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market area and who have been employed in the normal construction labor market for at least six months in the last two and one-half 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 IBEW and who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.
- GROUP II All applicants for employment who have experience in the trade and who have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW.
- GROUP III All applicants for employment, who have experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.
- GROUP IV All applicants for employment who have worked at the trade for more than one year.

CLASSIFICATION C - GROUNDMAN - TRUCK DRIVER

- GROUP I All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have the necessary qualifications pertaining to their classification and who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.
- GROUP II All applicants for employment who have worked at the trade for more than one year.
- GROUP III All applicants for employment, who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.
- GROUP IV All other applicants for employment.

Section 3.06 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within

forty-eight 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:

THE STATE OF INDIANA - the following counties:

UTILITIES: Adams, Allen, Bartholomew, Benton, Blackford, Boone, Brown, Carroll, Cass, Clark, Clay, Clinton, Crawford, Daviess, De Kalb, Dearborn, Decatur, Delaware, Dubois, Elkhart, Fayette, Floyd, Fountain, Franklin, Fulton, Gibson, Grant, Greene, Hamilton, Hancock, Harrison, Hendricks, Henry, Howard, Huntington, Jackson, Jasper, Jay, Jefferson, Jennings, Johnson, Knox, Kosciusko, La Porte, Lagrange, Lake, Lawrence, Madison, Marion, Marshall, Martin, Miami, Monroe, Montgomery, Morgan, Newton, Noble, Ohio, Orange, Owen, Parke, Perry, Pike, Porter, Posey, Pulaski, Putnam, Randolph, Ripley, Rush, Scott, Shelby, Spencer, St Joseph, Starke, Steuben, Sullivan, Switzerland, Tippecanoe, Tipton, Union, Vanderburgh, Vermillion, Vigo, Wabash, Warren, Warrick, Washington, Wayne, Wells, White, Whitley

COMMERCIAL: All of the above counties, excluding Clark, Floyd, Harrison, Jackson, Jefferson, Scott, and Washington

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 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 Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety days. A journeyman applicant shall be eligible for examination if he has had three and one-half 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 An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

Section 3.14 (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their places on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of this GROUP and his place within the GROUP.

REPEATED DISCHARGE

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

Section 3.15 The only exceptions, which shall be allowed in this order of referral, 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 3.16 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 3.17 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 3.04 through 3.15 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 3.18 A representative of the Employer or of the Association, as the case may be, designated to the Union, in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 3.19 A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

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

ARTICLE IV

WORKDAY - WORK WEEK

Section 4.01 Eight hours from 8:00 AM to 12:00 noon, 1:00 PM to 5:00 PM (unless otherwise mutually agreed upon between the Employer and the Union) shall constitute a workday. Forty hours within five days, Monday through Friday inclusive, shall constitute a regular workweek. Employees of the Employer will not work over eight hours per day (in order to bank time) for the purpose of quitting early on Friday.

FOUR TEN-HOUR WORK WEEK

Section 4.02 The ten hour day, four day week may be scheduled, Monday through Thursday, with a make-up day on Friday; or Tuesday through Friday, with the make-up day on Monday following. (The make-up days usage is on a mutually agreeable basis between the crew and the Employer). The number of make-up hours shall be those actually needed to complete the 40 hours per week.

DAILY TRAVEL TIME

Section 4.03 The eight or ten hour workday shall start at the regularly established crew headquarters and shall end at the job site. The Employer may elect to end the workday earlier if necessary to assure that the arrival at crew headquarters will be no later than thirty minutes after the regular dismissal time which is usually 5:00 PM.

If the workday ending is not correctly determined causing those returning to the crew headquarters on the Employer's truck to arrive there more than thirty minutes after the regular dismissal time, then all workers will be paid for the excess time beyond thirty minutes after the regular dismissal time at the applicable rate of pay. (Example: If traveling time from a job site to headquarters is forty-

five minutes, then the Employer may elect to end the workday fifteen minutes before the regular quitting time in order to arrive at headquarters not later than thirty minutes after the end of the regular shift time).

OVERTIME RATES

Section 4.04 Work in excess of eight hours, or ten (10) hours when working a 4-10 schedule, on any regular workday or performed outside regularly scheduled work hours shall be paid for at the rate of one and one-half times the regular straight time rate of pay; provided, however, when an employee is required to continue working after his regular pre-scheduled quitting time and the work continues into the next regular workday, all time so worked during such next workday shall be paid for at one and one-half times the regular straight time rate of pay.

HOLIDAYS

Section 4.05 Work performed on Sundays and the following holidays--New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or the days celebrated as such--shall be paid for at double the straight time rate of pay. Employees desiring to be released from work on Armistice Day shall request permission for such absence beforehand. The Employer will grant to those employees making such request time off without pay and without affecting such employee's other rights or privileges under this Agreement; provided, however, the Employer shall not be required to grant such request in any case where to do so would make it impractical for the remainder of the crew to work.

REGULAR REPORTING TIME

Section 4.06 Employees reporting for work at their regularly designated time and place during inclement weather shall receive a minimum of two hours' pay unless instructed not to report by the Employer. Employees shall be required to remain available and perform such work as may be assigned to them during the two hours for which they are to receive pay. However, they shall not be required to remain available or away from headquarters for a longer period of time without being paid for the extended time.

Section 4.07 If, during a "Reporting Time" period, employees have not been sent out to the job site and the Employer deems it necessary to assign them to work during inclement weather on unscheduled work, double the straight time rate of pay shall become effective and prevail as long as they are required to work in inclement weather.

CALL-BACK REPORTING TIME

Section 4.08 (a) A minimum of four (4) hours at the straight time rate of pay shall be paid by the Employer to each employee called back to work after having been released from his regular day's work. Time on

such call-back is to start when the employee is called (a maximum of 1 hour to be paid toward travel time) and end when he is returned to job headquarters.

(b) When the Employer deems it necessary to call out employees, reasonable effort shall be made to call out the entire crew.

(c) Pre-arranged or pre-scheduled work outside of regular work hours shall not be considered call-back work.

(d) When members of another crew or crews respond to an emergency, all workmen assigned to the emergency shall receive the applicable rate of pay.

(e) If, during a regular scheduled work day, the client request that the crew responds to an emergency event and the duration required to clean up this event exceeds five (5) hours, from start to finish, this will be considered a call back situation.

STORM WORK

Section 4.09 (a) Workmen responding to an emergency shall be paid at the time and one-half rate for the first 16 consecutive hours, then at double time for all work over 16 consecutive hours unless broken by an 8 hour rest period. After each 8-hour rest period men returning to work shall be paid at the time and one-half rate.

(b) While engaged in storm restoration work and a meal is not furnished by the Client or the Employer, a twenty (\$20.00) dollar allowance shall be paid for each scheduled meal.

HEADQUARTERS

Section 4.10 (a) The Employer shall set up job headquarters in or near a town wherein suitable living quarters can be obtained by the workmen.

(b) The Union office will be notified within forty-eight hours after a crew has changed headquarters or a new headquarters has been established; such notice shall include names of employees involved.

Section 4.11 When a new headquarters is to be established for the mutual advantage of both the Employer and the employees, this may be done by mutual agreement between the Employer and the Union.

Section 4.12 Employer must furnish water and ice daily when necessary.

TRAVEL TIME

Section 4.13 (a) Wages at the regular straight time rate shall be paid by the Employer to workmen for traveling time (as determined from public carrier schedules, town to town) whet ordered by the Employer to leave one job site and report to another town outside the regular working hours and while work is still in progress at the job site of the first headquarters.

(b) (INTERPRETATION: This clause is only applicable when moving crews or

men from one permanent headquarters to another permanent headquarters outside regular working hours.)

PAY FOR TRANSFER OF EQUIPMENT

Section 4.14 Each employee required by the Employer to oversee or engage in the transfer or removal of equipment, supplies, tools and/or men from one location to another, during the progress of a specific job and between jobs whenever practical, shall be paid at the applicable rate for the time so worked.

MEALS

Section 4.15 When it is necessary for employees to continue working after their regular pre-scheduled quitting time, they shall be furnished a meal or meals at the Employer's expense as soon as practicable after having worked six consecutive hours for that day and at intervals of not more than six hours each thereafter while they continue work.

FOREMAN DISTRIBUTION

Section 4.16 (a) Each crew of men, four and not more than twelve, working from a job headquarters shall work under the direct supervision of a foreman. When a crew is composed of more than twelve men, an additional foreman shall be in charge of each additional twelve or multiple thereof. In the absence or non-availability of a regularly designated foreman, a journeyman shall be designated as temporary foreman and while so designated shall receive the hourly rate for regular foreman.

(b) Foreman and temporary foreman shall not work with the tools except when clearly necessary to insure the safety of men in their charge and as hereinafter provided.

(c) A working foreman will be paid the foreman rate. A working foreman shall supervise a three or four-man crew, which normally consists of a working foreman, one journeyman lineman or technician plus one or more lineman or technician or employees from other classifications.

(d) Existing safety rules shall not be modified to accommodate such crew.

(e) This crew shall perform such work as assigned, except that if it becomes necessary to work on energized primary circuits or equipment in a position above three-phase energized primary circuits or equipment, then there will be a minimum of four men including two qualified employees. The working foreman shall be limited to supervising only while work is being performed in a restricted area. When the needs of a job dictate that two crews work as one unit, temporarily one foreman will become non-working and the other foreman will continue to work but will retain the foreman's rate.

(f) It is the intent to assign work to this crew that can be safely performed. If, in the opinion of the foreman in charge, the work

assigned cannot be performed safely by his crew, then such question shall be resolved before proceeding; and in such event, the crew will do any work available that can be safely performed.

(g) All foremen of distribution line crew shall be journeyman linemen. Residents of the geographical area constituting the normal construction labor market as defined in Section 3.08 shall be given first consideration for appointment as foreman.

(h) With permission from the local union a two man crew shall be allowed to work within the jurisdiction. This crew make up will only be allowed once it has been discussed and approved by the Local Union Hall. The Union has the right to discontinue this type of work for reasons of safety or mismanagement. A project agreement shall be submitted not only to the Union but also to American Line Builders to make sure that all contractors have the opportunity to use this information to help in the bidding process.

TRANSMISSION AND SUB-STATION

(i) When five (5) or less men are required for a crew, one employee shall be designated as foreman, draw foreman's pay and shall be required to work with the tools. When needs of the job dictate that two (2) crews work as one unit, temporarily one foreman will become non-working and the other foreman will continue to work but will retain the foreman's rate. A three man crew will be allowed with permission from IBEW Local Union 1393.

(j) When six (6) to twelve (12) men are required for a crew, one employee shall be designated as foreman and shall not work with the tools, except when clearly necessary to insure the safety of men in his charge.

(k) All foremen of transmission and sub-station crews shall be journeymen. Residents of the geographical area constituting the normal construction labor market as defined in Section 3.08 shall be given first consideration for appointment as foreman.

GROUNDMAN-TRUCK DRIVER

Section 4.17 Groundman-Truck Drivers shall be paid at the applicable rate of pay for all time worked outside the regular scheduled work hours for servicing trucks, loading material or returning to headquarters.

INCLEMENT WEATHER

Section 4.18 Members shall not be required to work outside unprotected during extremely cold or stormy weather except in extreme emergency. When required to work outside in such cases, the Employer shall furnish the workmen performing such work rain gear and boots. Rain gear shall be available at convenient location.

TOOLS FURNISHED

Section 4.19 (a) The Employer agrees to furnish all tools and equipment {except belt, safety, hooks, hammer, 10" wrench (adjustable), screwdriver, pliers, skinning knife, 6' rule, channel locks, and ½" ratchet wrench or speed wrenches as required}, necessary or required to perform the work covered by this Agreement safely and efficiently. All employees shall furnish and wear a good pair of work gloves.

(b) The Employer agrees to replace an employee's tools which are stolen, provided they are left in a locked compartment and there is evidence of forcible entry, if such loss is in excess of \$20.00 per person.

(c) The equipment to be furnished by the Employer shall include all rubber protective equipment (gloves, line hose, insulated hoods and blankets), hot line tools and such other protective equipment as is necessary to perform work in compliance with standard safety practices.

(d) Employees shall be responsible for all tools and protective clothing when personally assigned to him.

(e) All Equipment Operators shall furnish all tools necessary to perform minor repairs as follows:

- 1 - 10" adjustable wrench - assorted screwdrivers
- 1 - Channel locks

FIRE RETARDANT CLOTHING

Section 4.20 The Employer agrees to pay to all employees performing work under this agreement, forty five cents (\$.45) for each hour worked as a clothing allowance. This clothing allowance shall be for the purchase of OSHA, Client, and or Employer approved Class II Fire Retardant clothing for covering the outer extremities of individual workers at a minimum. The allowance will be paid to each employee on a weekly basis, and shall not be rolled into the base rate, for overtime, or any other purposes. Each employee shall be responsible for the purchasing, care and laundering of the fire-retardant clothing.

The Union and the Employer recognize that this allowance shall be used for the express purpose of purchasing Fire Retardant Clothing. All employees shall have available, their Class II clothing while on the clock. All Employees shall wear Class II clothing as required in the Safety Rules, the customer and the Employer. Any employee reporting to work without such clothing or reporting with clothing that is in disrepair or worn out shall be released for the day without compensation and shall not be entitled to Report Time as outlined in Article IV, Sec. 4.06.

In the event OSHA or any other federal or state agency of competent jurisdiction mandates clothing requirements that are not consistent with this provision, then the employer may cease this allowance. Employers may provide FR clothing as outlined in the paragraphs above to employees. In all such cases, Employers have the option to opt out for contributions and provide FRC in line with OSHA regulations. The

Employer shall not be required to pay the \$.45 for each hour worked. Any Employer choosing to provide clothing in this manner shall provide adequate changes of clothing so as to not inconvenience any worker. Employers opting out will notify the Business Manager of the Union in writing 30 calendar days prior to implementation. The employee is allowed to wear his own FRC during this time period. For employees with less than six months experience with the IBEW, employer shall provide FR clothing when required for a minimum of 6 months from the start date with the IBEW.

SAFETY

Section 4.21 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

(a) Safety Rules, as previously compiled by the parties to this Agreement and as amended by the Joint safety Committee, shall govern the performance of all work covered by this Agreement.

(b) A Joint Safety Committee of three representing the Employer and three representing the Union shall be established to prepare safety programs. Upon approval of said programs by the parties to this Agreement, such plans shall become a part of this Agreement.

(c) This Committee shall meet quarterly each year. It shall hold other meetings as it deems necessary.

(d) On any utility property where the safety rules or requirements exceed these standards, the safety rules of the utility upon whose property the work is being done shall prevail.

(e) When requested by the Utility, all employees shall have the OSHA 10, OSHA 20, and/or the OSHA 30 Hour Classes along with CPR and First Aid. All employees are encouraged to attend training and certification classes sponsored by the union or employer as needed without pay as long as it does not cause an excessive burden on the employee.

HOT STICK WORK

Section 4.22 Hot stick tools shall be used on energized conductors and equipment in accordance with the practices established by the utility for which the work is to be performed.

STEWARD

Section 4.23 The Employer shall recognize the Union's choice of a crew or job Steward. Before any Steward is laid off or transferred, the Business Manager or his representative shall be notified. The steward is to be present on all overtime work performed by his crew if he is qualified to do the work. The Steward shall be the last man laid off next to the foreman if he is qualified to do the work.

VACATION PERIOD - WITHOUT PAY

Section 4.24 The Employer agrees that each employee, at his option and upon request made to the Employer at least two weeks in advance, will be permitted time off without pay, not to exceed two weeks in any one calendar year and at a time mutually agreeable to the Employer and the employee, as a vacation period. The Employer further agrees that each employee granted such vacation period will retain his seniority and classification of work unchanged with the Employer upon his returning to work at the expiration of the vacation period, provided the employee during his absence has not sought and accepted employment at his trade with another Employer engaged in the same class of business as the Employer.

PAYDAY

Section 4.25 The workmen will be paid by direct deposit on or before quitting time Friday for all work performed the previous week. Check stubs, when paying by check, or deduction slips when paying in cash, will show a break-down of hours and deductions. Field personnel shall accurately and timely submit properly filled out time reports to the employer. Any workman laid off or discharged by the Employer shall have accrued wages sent to them by the next business day. Waiting time at the regular rate shall be charged until payment is made, but waiting time is not to exceed eight hours in any 24 hour period. On any other voluntary termination, the man's wages shall be paid by mail no later normal payday. The above penalty is not applicable when the U.S. Mails are not operating due to strike or work stoppage.

Employees shall have 90 days from December 1, 2012 to secure a bona fide bank account for the employer to have funds deposited.

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

LAYOFFS

Section 4.26 (a) When it becomes necessary to reduce forces, the Employer shall terminate employees in the classification or classifications so affected in the inverse order of their hire on a per job basis; provided, however, nothing in this Section shall require the Employer to retain any employee less qualified to perform the available work. A job shall be defined as one or more crews working at one or more headquarters under one contract in or near a town or city for a single client.

(b) When the Employer terminates an employee, the Business Manager shall be notified, in writing, by the supervisor, as promptly as possible, whether it was a discharge or a layoff.

SHIFT WORK

Section 4.27 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 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.

GRIEVANCES

STEP I

Section 4.28

(a) An employee who believes that he/she has been aggrieved shall meet with the Union Representative and the immediate supervisor and attempt to settle the grievance.

STEP II

If the grievance is not resolved at the Step I level, the employee, no later than forty-eight (48) hours from the response of the immediate supervisor in Step I, shall reduce the grievance to writing stating the facts giving rise to the grievance and the remedy sought. The grievant shall date and sign the grievance and submit the written grievance to the Employer representative with notice to the affected Business Manager. Upon receipt of the written grievance, the Business Manager shall send a copy of the grievance to the NECA Chapter Manager and the Employer. Within five (5) working days from the receipt of the grievance, the Employer shall respond in writing to the grievant with copies to the NECA Chapter Manager and Business Manager.

STEP III

If the grievance is not resolved at the Step II level, the matter shall be referred to the Labor Management Committee within forty-eight (48) hours.

(b) If a grievance is not presented as outlined in Step I of (a) above within thirty days of its occurrence, it will be deemed to no longer exist.

REQUEST FOR MANPOWER

Section 4.29 The Local Union shall inform the Employer via email or fax, the status of the Employer's request for manpower to include names and/or "non-available".

ARTICLE V

Section 5.01 The classification of work and the hourly wage rate for

each classification shall be as follows:

UTILITY OUTSIDE POWER RATES

		<u>CALUMET</u>		<u>CALUMET</u>
	<u>1/1/21</u>	<u>1/1/21</u>	<u>1/3/22</u>	<u>1/3/22</u>
Foreman (110% of J. L. Rate)	47.42	51.84	48.87	53.46
Journeyman Lineman	43.11	47.13	44.43	48.60
Journeyman Technician	43.11	47.13	44.43	48.60
Substation Technician	43.11	47.13	44.43	48.60
Apprentice: J.L. & Substation				
Apprenticeship wages shall be divided into seven (7) 1000 hour periods:				
1st period (60% of J. L. Rate)	25.87	28.28	26.66	29.16
2nd period (65% of J. L. Rate)	28.02	30.63	28.88	31.59
3rd period (70% of J. L. Rate)	30.18	32.99	31.10	34.02
4th period (75% of J. L. Rate)	32.33	35.35	33.32	36.45
5th period (80% of J. L. Rate)	34.49	37.70	35.54	38.88
6th period (85% of J. L. Rate)	36.64	40.06	37.77	41.31
7th period (90% of J. L. Rate)	38.80	42.42	39.99	43.74
Equipment Operator (Refer to Section 7.05 for application of rate)				
Equipment Operator - EO-4	43.11	47.13	44.43	48.60
Equipment Operator - EO-3	40.60	44.37	41.83	45.74
Equipment Operator - EO-1	32.91	35.95	33.86	37.01
Powder Man	32.14	35.15	33.06	36.18
Equipment Mechanic	32.14	35.15	33.06	36.18
Senior Groundman Truck Driver w/w	27.08	29.64	27.82	30.47
Groundman Truck Driver 0-12 Mos (w/CDL)	22.52	24.69	23.09	25.34
Senior Groundman (over 12 months)	25.94	28.48	26.64	29.27
Groundman 0 - 12 months	19.10	20.99	19.55	21.51
Signal Street Lighting Foreman	46.42	50.72	47.02	51.40
Jrny. Street Light & Signal Tech.	42.36	46.31	42.89	46.91
Apprentices:				
1 st 6 months (60% J. L. Rate)	25.42	27.79	25.73	28.15
2 nd 6 months (65% J. L. Rate)	27.53	30.10	27.88	30.49
3 rd 6 months (70% J. L. Rate)	29.65	32.42	30.02	32.84
4 th 6 months (75% J. L. Rate)	31.77	34.73	32.17	35.18
5 th 6 months (80% J. L. Rate)	33.89	37.05	34.31	37.53
6 th 6 months (90% J. L. Rate)	38.12	41.68	38.60	42.22

Journeyman Technicians shall advance according to the same pay schedule as the Journeyman Lineman.

COMMERCIAL OUTSIDE POWER RATES

	<u>1/1/21</u>	<u>CALUMET</u> <u>1/1/21</u>	<u>1/3/22</u>	<u>CALUMET</u> <u>1/3/22</u>
Foreman (110% of J. L. Rate)	48.26	52.40	49.74	54.04
Journeyman Lineman	43.87	47.64	45.22	49.13
Substation Technician	43.87	47.64	45.22	49.13
Equipment Operator - EO-4	43.87	47.64	45.22	49.13
Equipment Operator - EO-3	41.60	46.13	42.87	47.56
Equipment Operator - EO-1	33.54	37.21	34.51	38.32
1st period (60% of J. L. Rate)	26.32	28.58	27.13	29.48
2nd period (65% of J. L. Rate)	28.52	30.97	29.39	31.93
3rd period (70% of J. L. Rate)	30.71	33.35	31.65	34.39
4th period (75% of J. L. Rate)	32.90	35.73	33.92	36.85
5th period (80% of J. L. Rate)	35.10	38.11	36.18	39.30
6th period (85% of J. L. Rate)	37.29	40.49	38.44	41.76
7th period (90% of J. L. Rate)	39.48	42.88	40.70	44.22
Senior Groundman Truck Driver	29.07	33.03	29.88	33.99
Groundman Truck Driver (0-12 mos.)	24.19	27.52	24.82	28.27
Senior Groundman	25.08	27.29	25.75	28.04
Groundman (0-12 mos.)	18.49	20.15	18.91	20.64
Signal Street Lighting Foreman	47.23	51.29	47.84	51.98
Jrny. Street Light & Signal Tech.	43.11	46.81	43.65	47.42
Apprentices:				
1 st 6 months (60% J. L. Rate)	25.87	28.07	26.19	28.45
2 nd 6 months (65% J. L. Rate)	28.02	30.43	28.37	30.82
3 rd 6 months (70% J. L. Rate)	30.18	32.77	30.56	33.19
4 th 6 months (75% J. L. Rate)	32.33	35.11	32.74	35.57
5 th 6 months (80% J. L. Rate)	34.49	37.45	34.92	37.94
6 th 6 months (90% J. L. Rate)	38.80	42.13	39.29	42.68

***Effective January 2, 2023 3.65% increase to the posted wage of all classifications. Please note that any portion this scheduled wage increase shall be allocated to the existing Health and Welfare Fund if required by the Fund trustees.

CALUMET AREA

Section 5.02 The Calumet Area shall be that portion of Lake and Porter Counties north of U. S. Highway 30.

ARTICLE VI

HIGH TENSION 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, March 13, 1970.

ARTICLE VII

QUALIFICATIONS

Section 7.01 The qualifications, experience, abilities and duties shall apply with respect to the following classification of work:

Section 7.02 (a) Journeyman Lineman shall be recognized as such and be able to perform all phases of outside electrical work.

(b) Journeyman Technicians shall be qualified to perform all phases of outside electrical work, except on energized circuits.

AGE RATIO CLAUSE

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

HANDICAPPED LINEMAN

(d) On jobs employing more than six journeyman linemen within the Local Union jurisdiction, the Employer may be required to employ, if available within the normal construction (local) labor market, one handicapped lineman for each six journeyman linemen employed subject to provisions of the Referral Procedure.

(e) If assigned. to perform the full function, he shall be required to do any work assigned including that of a journeyman lineman, except he shall not be required to climb, and he shall be paid no less than the last sixth months apprentice rate. If assigned to perform the full function of some other classification other than journeyman carrying a higher rate, he shall be paid such rates.

(f) He shall meet all of the following requirements: He shall have worked at least four years under this collective bargaining Agreement and shall have been a journeyman lineman immediately prior to his becoming handicapped. It shall be mutually agreed between the Employer and the Local Union as to the ability of the man to perform the required work and as to his inability to climb. He shall be under sixty-five years of age.

Section 7.03 Second six months apprentice lineman shall not work on

energized voltages or equipment exceeding 500 volts.

Section 7.04 Fourth six months apprentice lineman and above shall be allowed to work on energized voltages and equipment in excess of 500 volts when accompanied by a journeyman lineman. Third six months apprentice may be permitted to work on voltages in excess of 500 volts when approved by the sub-committee.

EQUIPMENT OPERATOR CLASSIFICATIONS

Section 7.05 Operators must be qualified to operate equipment and make minor repairs. The wage rates listed in the wage schedule shall be applied as follows:

Equipment Operator (1) - shall apply to all employees operating equipment except those covered under the truck driver classifications and as specified below.

Equipment Operator (3) - shall apply to any equipment operators operating equipment in the categories as follows:

Track-Mounted Equipment - Tractor larger than a D-4 or HD-6 or its equivalent regardless of attachments and any caterpillar with a blade, excluding trenching equipment whether or not equipped with blade or backhoe or other attachments. This provision shall not apply to substations and distribution, or any other rubber-tracked equipment.

Rubber-Tired Equipment - Backhoes over 1/2 yard bucket capacity, cranes rated at 15 ton or more capacity, wire pulling and tensioning equipment when used on voltages over 69 KV, excluding trenching equipment whether or not equipped with blade or backhoe or other attachments.

Equipment Operator (4) - shall apply to any equipment operators operating cranes with a rated capacity of 45 tons or larger.

Section 7.06 Senior groundman-truck driver with winch - This classification applies only to those workmen who are-known to have had one year or more experience as groundman truck driver with winch and are able to make minor repairs on the equipment in their charge and will maintain truck and tools.

Section 7.07 Groundman truck driver with winch must be qualified to operate all trucks with winches, except fifth wheel tractor trailer combination, and to make minor repairs to equipment in their charge and will maintain truck and tools.

Section 7.08 Senior groundman - This classification applies only to those workmen who are known to have had one year or more experience as groundman and/or linemen or technicians.

JOURNEYMAN OPERATING EQUIPMENT

Section 7.09 Trucks, tractors, mechanical hole diggers and those trucks used to transport men and materials may be operated by journeyman linemen and/or technicians in the absence of an employee classified as heavy equipment operator, senior groundman truck driver with winch, groundman truck driver with winch and groundman truck driver without winch.

QUESTION AS TO QUALIFICATION

Section 7.10 Should any employee disagree with the Employer concerning his right to remain in or to be advanced to any classification of work provided for herein, and the Union upholds the employee's contention, a representative of the Employer and a representative of the Union will jointly examine the ability and qualifications of the employee. If, after such joint examination, the Employer and the Union agree as to the employee's deserved classification, he shall so be classified and the matter closed. If the Employer and the Union are unable to agree on the employee's deserved classification, the matter shall be processed as provided in Section 1.05 of Article I of this Agreement.

PAINTING

Section 7.11 The painting of all poles, towers, substations and all related electrical equipment will be done by lineman or technicians and apprentices.

DUCT WORK, RODDING, CABLE PULLING AND LAYING

Section 7.12 The work of duct installation, rodding, cable pulling and cable laying shall be performed by journeyman lineman or technicians and assisted by other classifications.

EXPLOSIVES

Section 7.13 The handling of explosives shall be done by a foreman, journeyman lineman or technician, or a powder man of known qualifications.

LOADING AND UNLOADING POLES

Section 7.14 When employees are loading or unloading poles to or from a truck, trailer and/or railroad car, no less than two men shall be assigned.

MISCELLANEOUS ITEMS

Section 7.15 Where practical, supplemental equipment shall not be hauled on a line truck used for transporting of men and normal line tools.

Section 7.16 Equipment driven by a foreman or general foreman is intended to be primarily for his convenience or discharge of his duties. Abuse of this may be cause for grievance.

ARTICLE VIII

VACATION AND HOLIDAY DEDUCTION

Section 8.01 The Employer shall deduct and forward to the Indiana National Bank of Indianapolis, Indianapolis, Indiana 46202, or such other bank as may be properly designated by agreement of the parties hereto, the sum equal to 10% of the individual employee's gross weekly or monthly pay, when properly authorized by a signed Payroll Deduction Authorization Card which shall read as follows:

To _____ Employer

I hereby authorize and direct you to deduct 10% of my gross earnings and pay same to the Indiana National Bank of Indianapolis, Indianapolis, Indiana 46202, for deposit in my vacation fund savings account.

Date _____

Employee's Signature

The above assignment agreed to

Date _____

Employer

Section 8.02 Payment of properly authorized deductions shall be mailed to reach the above named bank not later than fifteen (15) calendar days following the end of each month.

ARTICLE IX

NATIONAL ELECTRICAL BENEFIT FUND

Section 9.01 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 X

APPRENTICESHIP AND TRAINING

Section 10.01 The Area Training Agreement entered into between the American Line Builders Chapter of NECA, and IBEW Local Union No. 1393 as approved by the International President on 2/21/00, 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% (1 percent) of the Gross Labor Payroll. Apprentices' wages and ratio of apprentice to Journeymen are specified in the Area Training Agreement.

ARTICLE XI

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LLMCC)

Section 11.01 The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c) (9) of the Labor Management Relations Act, 29 U.S.C. §186(c) (9). The purposes of this Fund include the following:

(1) to improve communications between representatives of Labor and Management;

(2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

(3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

(4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

(5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;

(6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

(7) to engage in public education and other programs to expand the economic development of the electrical construction industry;

(8) to enhance the involvement of workers in making decisions that affect their working lives; and,

(9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

Section 11.03 Each employer shall contribute 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 Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 11.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the 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.

NATIONAL LABOR MANAGEMENT COOPERATION FUND

Section 11.05 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. 186(c)(9). The purposes of this Fund include the following:

(1) to improve 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 the industry;

(6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;

(7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production.

(8) to engage in public education and other programs to expand the economic development of the electrical construction industry;

(9) to enhance the involvement of workers in making decisions that affect their working lives; and

(10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

Section 11.07 Each Employer shall contribute one cent (\$.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 11.08 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in

default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty 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 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 11.09 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 11.10 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 11.11 The ALBAMF contribution shall be submitted with all other benefits as designated in the Labor Agreement by the fifteenth (15th) of the following month in which they are due to the administrator receiving funds. In the event any Employer is delinquent in submitting the required Administrative Maintenance Fund to the designated administrator, the administrator shall have the authority to recover any funds, along with any attorney fees, court cost, interest at one percent (1%) per month and liquidated damages receiving such funds. The enforcement for the delinquent payments to the fund shall be the sole responsibility of the fund or the employer, not the Local Union. These monies shall not be used to the detriment of the I.B.E.W. or this Local Union.

ARTICLE XII

HEALTH AND WELFARE FUND

Section 12.01 The Employer agrees to pay into a Welfare Fund, known the Line Construction Benefit Fund, Six Dollars and seventy five cents(\$6.75) for each hour worked by all employees covered by this Agreement. The contributions of the Employer shall be used to provide temporary disability insurance, hospital, surgical and medical expense benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Welfare Fund may determine and to provide funds for the organization and administration expenses of the Welfare Fund. The

contributions may also be used to provide group life insurance to eligible employees if the trustees of the Welfare Fund determine this protection is advisable.

Section 12.02 The said Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the Chapter and the Local Unions. If any Employer fails to make contributions to said Welfare Fund as provided in this Agreement no later than the 20th day following the end of each calendar month, he shall be subject to having this Agreement terminated upon seventy-two hours notice in writing being served by the Union; provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Line Construction Benefit Fund.

**Effective January 1, 2022, increase contribution rate to \$7.00 for each hour worked.

**Effective January 2, 2022 to December 31, 2023 any portion of schedule wage increase shall be allocated to the existing health and welfare fund if required by the fund trustee.

LINE CONSTRUCTION HEALTH REIMBURSEMENT ACCOUNT

Section 12.03 The Employer agrees to pay into a Benefit Fund, known as the Line Construction Health Reimbursement Account (HRA), an amount equal to twenty-five cents (\$0.25) for all hours worked, for all employees covered by this Agreement.

The said Benefit Fund shall be administered pursuant to the Agreement and Declaration of Trust administered jointly by representatives of the Chapter and Unions. The contribution and 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.

NATIONAL ELECTRICAL ANNUITY PLAN

Section 12.04 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 agreed to be bound by, the National Electrical Annuity Plan Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the

individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate collection agent.

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

Contributions to this fund shall only apply to "Productive Electrical Labor Payroll" or actual time worked at the effective rates listed in the agreement. Contributions shall not be paid on any monies where no work is performed. These items are, but not limited to, 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, per diems and subsistence pay, and personal use of company vehicles.

ARTICLE XIII

INDUSTRY FUND

Section 13.01 Each individual Employer shall contribute neither 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 payrolls 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.

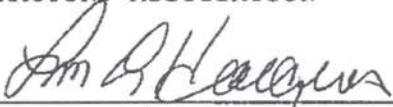
(Productive electrical payroll is defined as the total wages [including overtime] paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

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.

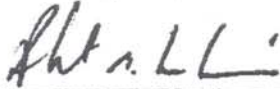
SEPARABILITY CLAUSE

Section 13.02 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

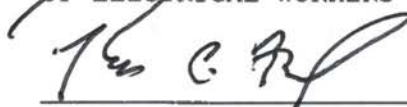


Tom Hargens, Chairman



Robert G. La Lumiere, Sec. Mgr.

LOCAL UNION NO. 1393,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS



Robert C. Fox, Bus. Mgr.

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

March 17, 2021

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement

Agreement No. 6-1393-A
KPM/jmb 12/4/2020

EXHIBIT "A"

_____ 20____

Employer _____

I hereby assign to Local Union No. 1393, International Brotherhood of Electrical Workers, A.F. of L.-C.I.O., from any wages earned or to be earned by me as your employee, the sum of \$_____ per month, and initiation fees and working dues, or such amounts as may hereafter be established by the Union and become due to it, as my membership dues in said Union. I authorize and direct you to deduct such amounts each month from my pay and to remit the same to the Union.

I further assign and transfer unto Local Union No. 1393, out of wages to be earned by me as a result of my employment, any such monthly Local Union dues now owing by me for a period not exceeding three months prior to this date.

This assignment, authorization and directive shall become operative contemporaneously with the effective date of any new collective bargaining agreement between the Employer and the Union which shall succeed the current collective bargaining agreement between the same parties.

This assignment, authorization and directive shall be revocable by me at any time but shall be in full force and effect until revoked by me by giving written notice to both the Employer and the Local Union; such notice to be signed by me and mailed via certified mail to the Employer and the Local Unions.

L.U. No. _____ Card No. _____