

2023 CONTRACT NEGOTIATIONS
AMERICAN LINE BUILDERS
IBEW LOCAL #1393 PROPOSALS
9/14/23 9:00 a.m.

1. Article I, Section 1.01 Page 2-Term/Clean-up

Section 1.01 This Agreement shall take effect January 1, ~~2021~~ **2024**, and shall remain in effect until December 31, ~~2023~~ **202X**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from ~~December~~ **January** through ~~November~~ **December** of each year, unless changed or terminated in the way later provided herein.

2. Article II, Section 2.01 Page 4-Union Security

Section 2.01 **To the extent permitted by law**, 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. **If any requirement of this paragraph is prohibited by law, it shall be deemed to have no force and effect. To the extent that any requirement in this paragraph is permitted by law whether presently or in the future, it shall be enforceable.**

3. Article IV, Section 2.07 Page 5-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 **that has been a Journeyman Linemen for at least five (5) years**, 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.

Article IV, Section 4.16, (g) Page 16-Foreman Distribution

(g) All foremen of distribution line crew shall be a journeyman linemen **for at least five (5) years**. 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.

Article VII, Section 7.02, NEW (C) (change sections) Page 23-Qualifications

(c) Foreman holding a Journeyman Lineman classification for five (5) years shall be recognized as such and be able to perform all phases of outside electrical work.

4. Article IV, Section 4.09, (a) Page 14-Storm Work

(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. **Any response during inclement weather workmen shall be paid at double time for all work performed.**

5. Article IV, Section 4.20, Page 17-Fire Retardant Clothing

The Employer **shall** agree to pay to all employees performing work under this agreement, **one-dollar (\$1.00)** ~~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.~~

6. Article IV, Section 4.26, Page 19-Layoff

Section 4.26 (a) When it becomes necessary to reduce forces, the Employer shall terminate employees in the classification or classifications **with book four (4) employees first then book 3 then book 2 before book 1 employees** 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.

7. Article V, Section 5.01, Page 20-New Classifications (update 3.05).

- a) Add: **General Foreman Classification** at 120% Journeyman Lineman rate.
- b) Add: **Line Specialist Classification** at Journeyman Lineman rate. (place MOU dated 4/14/23 in CBA as Exhibit (c).)
- c) Add: **Welder Classification** at Journeyman Lineman rate.
- d) Add: **Fiber Technician Classification** at 90% Journeyman Lineman rate.
 - a. Set apprentice steps as follows:
 - 1st period (65% F. T. Rate)
 - 2nd period (70% F. T. Rate)
 - 3rd period (75% F. T. Rate)
 - 4th period (80% F. T. Rate)
 - 5th period (85% F. T. Rate)
 - 6th period (90% F. T. Rate)
 - 7th period (95% F. T. Rate)

8. Article V, Section 5.01, Page 20-Wage Increase.

- (a) Remove all non-Calumet wage scale set all wages at Calumet wage scale.
- (b) Provide a substantial wage increase to all classifications.

9. Article XII, Section 12.01, Page 30-Health and Welfare Fund

Section 12.01 The Employer agrees to pay into a Welfare Fund, known the Line Construction Benefit Fund, **Seven Dollars and twenty-five cents (\$7.25)** ~~Six Dollars and seventy five cents (\$6.75)~~ **up to Eight Dollars (\$8.00)** for each hour worked by all employees covered by this Agreement. The contributions of the Employer shall be used to provide temporary disability insurance, hospital, surgical and medical expense benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Welfare Fund may determine and to provide funds for the organization and administration expenses of the Welfare Fund. The contributions may also be used to provide group life insurance to eligible employees if the trustees of the Welfare Fund determine this protection is advisable.

10. Article XII, Section 12.03, Page 31-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)~~ **fifty cents (\$0.50)** 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.

11. Article XII, Section 12.04, Page 31-National Electrical Annuity Fund

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-seven (27%)** ~~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.

12. Exhibit B (New)-IBEW Political Action Committee (PAC).

IBEW POLITICAL ACTION COMMITTEE CONTRIBUTIONS - The Company shall make collection of contributions to the International Brotherhood of Electrical Workers, AFL-CIO, Political Action Committee (hereinafter "IBEW PAC"), by any union Employee who is a member of the Union, through payroll deductions, upon proper authorization in writing signed by such union Employee and delivered to the Company within ten days after its execution; shall pay bi-weekly to IBEW PAC, 900 Seventh Street N.W., Washington, D. C. 20001, the total amount thus deducted from all union Employees for whom authorizations are in effect. Deductions shall be made only from the weekly wages paid to each such Employee during the period such Employee's authorization is in effect. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other form of liability that may arise out of or by reason of any action taken or not taken by the Company for purposes of complying with the provisions of this Section.