

IBEW LOCAL 1393

2023 SUMMARY OF CHANGES OUTSIDE AGREEMENT (6-IBEW-A)

1. TERM-

- Article I Section 1.01
 - ➔ Term 3 years
 - ➔ 1st year-January 1, 2024-January 5, 2025.
 - ➔ 2nd year-January 6, 2025-January 4, 2026.
 - ➔ 3rd year-January 5, 2026-January 3, 2027.

2. UNION SECURITY

- Article II, 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. INCLEMENT WEATHER

- Article IV Section 4.07 & 4.09
 - ➔ 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.
 - ➔ 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. **If, during the course of a work period, inclement weather is encountered, employees will place electrical equipment, conductors, materials and the work areas in a safe condition in order to preserve life and property. This work will be done at the**

prevailing rates of pay. If, however, employees are required by employer to continue with this work during inclement weather beyond one hours' time, then all such work performed outdoors during inclement weather shall be paid for at double time rate of pay.

4. GENERAL FOREMAN (add as Classification in Agreement)

- Article IV Section 4.17 (New Section)
 - ➔ Each Employer at their discretion, may institute a General Foreman classification.
 - ➔ There shall be no restriction on the Employer to employ a General Foreman.
 - ➔ Assignment of, and responsibilities of a General Foreman shall be the sole discretion of the Employer. The Employer shall notify the Local Union of the name of all individuals appointed as a General Foreman.
 - ➔ The Union recognizes that the Employer may utilize other management positions within their organizations to direct any work covered by this agreement; however, the Employer will recognize a reasonable chain of command (i.e. Employer/other management position-General Foreman (if appointed-Foreman-Journeyman Lineman).

5. WAGES-

- Article V Section 5.01
 - ➔ January 1, 2024-5.00% all classifications.
 - ➔ January 6, 2025-4.00% all classifications.
 - ➔ *January 5, 2026-3.00% all classifications.

*Any increase to LineCo Insurance in 2026 comes off the 3.00% posted wages.

6. JOURNEYMAN OPERATING EQUIPMENT

- Article VII Section 7.09 (revise to clarify when someone may operate equipment)
 - ➔ 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 **or in agreement with** an employee **on the crew** classified as heavy equipment operator, senior groundman truck driver with winch, groundman truck driver with winch and groundman truck driver without winch.

7. LINECO HEALTH INSURANCE

- Article XII Section 12.01
 - ➔ Increase to the contribution rate above the (\$.25) will be covered by employee from posted wages.
 - ➔ Effective January 5, 2026 any portion of the scheduled wage increases shall be allocated to the existing Health and Welfare Fund if required by the Fund Trustees.

8. HEALTH REIMBURSEMENT ACCOUNT (HRA)

- Article XII Section 12.03
 - ➔ In 2025 increase the HRA to \$0.30.

9. BENEFIT CONTRIBUTIONS

- Article XIII Section 13.02 (New Section)
 - ➔ All Benefit contributions and deductions required by this agreement that are administered and exclusive to the responsibility of the American Line Builders Chapter, National Electrical Contractors Association, Inc. shall be forwarded to, and received on or before the fifteenth (15th) day following the end of each calendar month. All Employers shall pay all monies via electronic transfer (ACH or Wire Transfer). In addition, each employer shall also file a monthly electronic payroll report through ePRLive as required on or before the fifteenth (15th) day following the end of each calendar month. Such funds to include Union Dues (deduction), NEBF, NEAP, Health & Welfare, HRA, FR Clothing Fund, Administrative Maintenance Fund, Annual Benefit Fund (deduction), NLMCC, LLMCC (where applicable), and NECA Service Charge (NECA members only).

The monthly transmittal form shall be submitted via the Electronic Payroll Reporting System (ePRLive) at <https://neca.eprlive.com>. The Electronic Payroll Reporting System ePRLive) will require the following information from the Employer:

Name of Employee
Social Security Number of Employee
Total Monthly Hours Worked
Total Monthly Gross Pay
Total Monthly savings (Annual Benefit Fund) deductions

The monthly transmittal must be submitted via the Electronic Payroll Reporting System (ePRLive) no later than the fifteenth (15th) day of the following month. Should Employer fail to remit regularly, it shall be subject to having the aforesaid Agreement terminated upon seventy-two (72) hours notice, in writing, from Union, providing that Employer fails to show satisfactory proof that delinquent payments have been made to the aforesaid Annual Benefit Fund.