

L.U. 1525 POWER
AGREEMENT

Effective On All Outside Electrical Work
Within The Jurisdiction of Local Union #1525

Agreement by and between the Missouri Valley Line Constructors Chapter, Inc., National Electrical Contractors Association, Inc. and Local Union No. 1525, 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 Missouri Valley Line Constructors Chapter, Inc., National Electrical Contractors Association, Inc.; and the term “Union” shall mean Local Union No. 1525, IBEW.

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

Basic Principles

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational common-sense methods. Now, therefore in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

Effective Date -- Changes -- Grievances -- Disputes

Section 1.01. This Agreement shall take effect September 1, 2017, and shall remain in effect until August 31, 2020, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1 through August 31 of each year, unless changed or terminated in the way later provided herein.

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

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

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

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

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

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

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

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

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.

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

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

Section 1.10. All grievances must be started within ten (10) calendar days from the time that the incident occurred to the individual employee filing the grievances; otherwise it need not be considered

ARTICLE II Employer Rights -- Union Rights

Section 2.01. Certain qualifications, knowledge, experience, financial responsibility and the necessary equipment required in the performance of line work is required of everyone desiring to be an Employer in the Electrical Line Work Industry. Therefore, an Employer who contracts for electrical line work is a person, firm, or corporation having these qualifications and maintaining a place of business and a suitable financial status to meet payroll requirements.

Section 2.02 (a) The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and /or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations and in discharging employees for proper cause.

Section 2.02(b). The selection and appointment of all foreman(general foreman, crew foreman, working foreman) will be made by the Employer. The Employer shall have the right to select from the "Out of Work List" Book I any and all foreman required for a given project. Any person selected in this manner shall remain a foreman for the duration of said project.

Section 2.03. For employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in the state in which he is operating. He shall also carry Social Security and such other protective insurance as may be required by the laws of such state, and shall furnish satisfactory proof of such to the Union upon the Union's request. He shall also make contributions to the State Unemployment Compensation Commission as required by law.

Section 2.04. The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. Such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

Section 2.05. An employer signatory to a collective bargaining agreement or a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice-President or NECA Regional Executive Director is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.06. The Union agrees that if during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

Section 2.07. No member of Local Union #1525 while he remains a member of such Local and subject to employment by employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

Section 2.08. The Business Manager of the Union shall have the right to appoint a steward on any job where employees in the bargaining unit are employed. The Employer shall be notified of stewards so appointed. Such stewards shall see to it that the terms and conditions of this Agreement are being observed at all times. They shall be allowed sufficient time by the Employer to attend to their duties; however, this shall not be construed as requiring the Employer to place a non-working steward on any job. Under no circumstances shall a steward be discriminated against for the faithful performance of his duties.

Section 2.09. (a) This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs where necessary and when the Union or its proper representatives decides to do so, but no removal shall take place until notice is first given to the Employer involved.

Section 2.09. (b) When such removal takes place, the Union or its representative shall direct the workmen on such job to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for them by the Employer.

Section 2.10. 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 of 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 of any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

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

ARTICLE III HOURS--WAGES--WORKING CONDITIONS

Section 3.01(a). Eight (8) hours work between the hours of 8:00 a.m. and 4:30 p.m. with one-half hour for lunch between 12 noon and 1:00 p.m. shall constitute a work day. Forty hours within 5 days-Monday through Friday inclusive-shall constitute the work week. Starting time may be adjusted not to exceed two hours by mutual agreement between the Employer and the Union. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions of this Agreement concerning the work day shall be adjusted accordingly.

With the approval of both the Union and Employer, ten (10) hours shall constitute a work day Monday through Thursday with Friday as a make up day.

One and one-half (1 1/2) the straight time rate shall be paid for all hours worked Monday through Friday that are in excess of ten (10) hours per day and/or forty (40) hours per week.

One and one-half (1 1/2) times the employee's straight-time rate shall be paid for work performed on Saturdays.

Double (2) times the employee's straight-time rate shall be paid for work performed on Sundays.

Section 3.02. The following days shall be considered holidays. However, if a holiday falls on Sunday, the Monday following shall be celebrated as such. If a holiday falls on Saturday, the previous Friday shall be celebrated as such. Work performed thereon shall be paid for at double the employee's straight-time rate of pay.

| | | |
|---------------|-------------|------------------|
| Sundays | July Fourth | Thanksgiving Day |
| New Years Day | Labor Day | Christmas Day |
| Memorial Day | | |

Section 3.03. Wages shall be paid weekly, not later than when released or quitting time on Friday. Any Employee laid off because of reduction of force or discharged by the employer shall be paid all his wages immediately. In the event the employee is not paid off (as stated above), waiting time at the applicable rate shall be charged until payment is made.

Section 3.04 The minimum hourly wage rates shall be as follows:

| | | <u>“WITH CERTS”</u> | | | <u>“WITH/OUT CERTS”</u> |
|---|-------------------------------|---------------------|---------------|---------------|-------------------------|
| | <u>% of Journeyman's rate</u> | <u>9-3-17</u> | <u>9-2-18</u> | <u>9-1-19</u> | <u>(Sec. 3.22(d))</u> |
| General Foreman | 116.5% | \$45.44 | \$46.60 | \$47.77 | \$36.03 |
| Foreman | 110% | \$42.90 | \$44.00 | \$45.10 | \$34.02 |
| **Cable Splicer/ ***Certified Lineman Welder | 107.5% | \$41.93 | \$43.00 | \$44.08 | \$33.25 |
| Journeyman Lineman Journeyman Technician | 100% | \$39.00 | \$40.00 | \$41.00 | \$30.93 |
| Equipment Operator | 89.75% | \$35.00 | \$35.90 | \$36.80 | \$27.76 |
| Equipment Operator TRAINEES: | | | | | |
| 1st step | 71.8% | \$28.00 | \$28.72 | \$29.44 | \$22.21 |
| 2nd step | 80.8% | \$31.51 | \$32.32 | \$33.13 | \$24.99 |
| Truck Driver | 71.8% | \$28.00 | \$28.72 | \$29.44 | \$22.21 |
| Groundman: | | | | | |
| *(Inexp.) 1st 2000 hours | 32.4% | \$12.64 | \$12.96 | \$13.28 | \$10.02 |
| (Inexp.) 2nd 4000 hours | 48.5% | \$18.92 | \$19.40 | \$19.89 | \$15.00 |
| Thereafter | 64.7% | \$25.23 | \$25.88 | \$26.53 | \$20.01 |

Apprentice Lineman Refer to Outside Area and Training Provision, Article V

| Apprenticeship wages shall be divided into seven (7) 1000 hour periods | | | | | | |
|--|-----|---------|---------|---------|--|---------|
| 1st PERIOD | 60% | \$23.40 | \$24.00 | \$24.60 | | \$18.56 |
| 2nd PERIOD | 65% | \$25.35 | \$26.00 | \$26.65 | | \$20.10 |
| 3rd PERIOD | 70% | \$27.30 | \$28.00 | \$28.70 | | \$21.65 |
| 4th PERIOD | 75% | \$29.25 | \$30.00 | \$30.75 | | \$23.20 |
| 5th PERIOD | 80% | \$31.20 | \$32.00 | \$32.80 | | \$24.74 |
| 6th PERIOD | 85% | \$33.15 | \$34.00 | \$34.85 | | \$26.29 |
| 7th PERIOD | 90% | \$35.10 | \$36.00 | \$36.90 | | \$27.84 |

*Inexperienced 1st 2000 hours Groundmen shall not receive LINECO and shall receive a minimum contribution of twenty five cents (\$0.25) per hour to NEAP.

**Cable Splicer--wages will not be paid for kit type construction--such work must include lead covered cable except communication cables in excess of 36 pair.

***Certified Lineman Welder--when the agreement covers Oil-O-Static(pipe type cable) or when certified welders are required for other welding such as bus in substations and switchyards.

****** Refer to Section 3.22(d) With Certifications and With/Out Certifications**

SUBSTATION

Wages based on Substation Technician hourly rate of pay.

| | <u>“WITH CERTS”</u> | | | <u>“WITH/OUT CERTS”</u> | |
|-----------------------------------|---------------------|---------------|---------------|-------------------------|---------|
| | <u>9-3-17</u> | <u>9-2-18</u> | <u>9-1-19</u> | <u>(Sec. 3.22(d))</u> | |
| Substation Technician | \$37.59 | \$38.55 | \$39.51 | \$30.00 | |
| Apprentice Substation Technicians | | | | | |
| 1 st PERIOD | 60% | \$22.55 | \$23.13 | \$23.71 | \$18.00 |
| 2 nd PERIOD | 65% | \$24.43 | \$25.06 | \$25.68 | \$19.50 |
| 3 rd PERIOD | 70% | \$26.31 | \$26.99 | \$27.66 | \$21.00 |
| 4 th PERIOD | 75% | \$28.19 | \$28.91 | \$29.63 | \$22.50 |
| 5 th PERIOD | 80% | \$30.07 | \$30.84 | \$31.61 | \$24.00 |
| 6 th PERIOD | 85% | \$31.95 | \$32.77 | \$33.58 | \$25.50 |
| 7 th PERIOD | 90% | \$33.83 | \$34.70 | \$35.56 | \$27.00 |

Refer to Outside Area and Training Provision Article V

Section 3.05. The Employer shall establish suitable headquarters for employees to report to work. Suitable headquarters for the purposes of this Agreement shall mean a filling station, a line construction building, trailer or other available building which would provide adequate facilities for the employees to dress, dry and store their clothing and tools. This headquarters must be adequately heated to provide suitable protection from inclement weather for all employees reporting to it. The headquarters must be located on a maintained road and have adequate parking. The parking area must be rocked or hard surfaced. Adequate sanitary facilities shall be provided. The crews shall report to job headquarters at 8:00 a.m. and be returned by quitting time.

Section 3.06. When workman are required to work overtime longer than 8:00 p.m., they shall be allowed to take time off not to exceed one hour for a meal.

Section 3.07. 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 the request by the Employer.

Section 3.08 (a). Foreman: On jobs requiring three to five workmen, one journeyman shall be designated as working foreman and shall draw a foreman's pay.

Section 3.08 (b). On jobs requiring over five workman, one journeyman shall be designated as non-working foreman and shall draw a foreman's pay.

Section 3.08 (c). A limit of ten workmen to one foreman on a crew. A limit of 12 workmen to one foreman on assembling steel, wood or underground transmission work.

Section 3.08 (d). Whenever a project requires more than two foreman, a journeyman shall be designated as General Foreman by the employer. This General Foreman may at the discretion of the employer continue to run a crew until a fourth (4) crew is established, after which the General Foreman will not function in the Foreman capacity or work with the tools or equipment.

Section 3.09(a). Employees reporting to work before starting time in the morning shall be paid two hours report time if unable to work because of inclement weather. Employees so reporting shall remain on the job site during the period and do any work assigned to them under cover until they are released by the Employer.

Section 3.09 (b). If an Employee works more than 16 consecutive hours, thereafter all time worked during regular working hours shall be paid for at double time until released for an 8 hour break.

Section 3.09.(c). In the event the employee is working on emergency work "as declared by the customer" and is required to work during inclement weather during regular working hours, he shall be paid time and one half (1 1/2) unless he is receiving pay under Section 3:09(a). Inclement weather shall be when employees are required to work in rain, sleet or snow.

SHIFT CLAUSE

Section 3.10. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 P.M., and 1:00 A.M. Workmen on the “swing shift” shall be paid at the regular hourly rate of pay plus 17.3% for all hours work.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the “graveyard shift” shall be paid at the regular hourly rate plus 31.4% for all hours work.

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

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

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half the “shift” hourly rate.

There shall be no pyramiding of overtime rates and double the straight 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.

Section 3.11. Workmen shall be given four (4) hours advance notice of lay-off. If a man’s tools and belongings are not available at headquarters when he is terminated, he shall be allowed sufficient time to gather these items.

Section 3.12. Contractors shall notify employees before quitting time the previous day not to report to work the next day because of inclement weather.

Section 3.13. The Employer shall furnish tools and equipment required to perform the work covered by this Agreement. When the employer uses pole set or foam material for securing poles or anchors, they shall furnish the workman a face shield and/or goggles.

Section 3.14. The employer shall furnish high and low voltage rubber gloves, protectors, shields, blankets, hard hats and other protective equipment in accordance with safe operating procedure and requirements of any safety laws. Employees must sign a deduction slip to cover the cost of hard hat issued to him at the start of employment. If hat is not returned, cost will be deducted from his final pay check.

Section 3.15. Workmen shall not use their own cars for transporting the Employer’s tools or materials, nor shall any workman be required to use his own car for transportation after reporting to headquarters.

Section 3.16(a) A journeyman working on an energized circuit above 600 volts must be assisted by a journeyman or an apprentice in the fourth step or above of the program.

Section 3.16 (b). An apprentice will be allowed to work on energized primary when he/she is advanced to 4th step apprentice lineman classification.

1. All apprentices (regardless of their step in the program) MUST be observed by a Journeyman Lineman anytime they are working on a structure that has energized lines or equipment present or has the potential of becoming energized. (i.e. hot crossing)
2. Anytime an apprentice (regardless of their step in the program) is performing work that is within arms reach of energized lines or equipment or is within the Minimum Approach Distance as outlined by OSHA (whichever is greater) there MUST be a Journeyman Lineman in the elevated position with the apprentice at all times.

Section 3.17. Hot sticks or insulated basket shall be used when working on energized circuits of 5000 volts or over phase to phase.

Section 3.18 Groundmen shall assist linemen in the performance of their work and shall work under the supervision of the foreman or a journeyman but at no time shall Groundmen be permitted to climb or work from or on platform lifts or ladders.

Section 3.19. All crews performing work on affected overhead or underground equipment during or immediately following storms shall be furnished meals and lodging by the Contractor. All such workmen shall be paid the applicable rate while such meals are being eaten. Mealtime is interpreted to mean every 6 hours when performing emergency work. When the nature of the work or the needs of the service render this schedule impracticable, reasonable deviation there from may be made.

Any meal not provided by the Employer shall be reimbursed at \$17.50 (seventeen dollars and fifty cents) for each meal, no receipt required.

Section 3.20. Groundmen may drive trucks up to tractor trailer type.

Section 3.21 (a). Workman should be furnished with cups and drinking water iced as required.

Section 3.21 (b). Trucks shall be equipped with proper first-aid kits.

Section 3.22(a) Journeymen shall furnish the following tools:

| | |
|---------------------|--------------------------------|
| Knife | 10" and 12" crescent wrench |
| Belt | Klein type side cutting pliers |
| Safety and Climbers | Screwdriver |
| Rules | Hammer |

Long nose pliers Speed wrenches (following sizes)
Channel lock type pliers 1/2"-9/16" 11/16"-3/4" 13/16"-7/8"

Cable splicers shall furnish pocket tools only.

Any other employee tools must first be approved by Employer representative and documented before being brought to the job.

All other tools necessary for the job shall be provided by the Employer.

Employer to provide suitable place for lineman's tools, such as waterproof tool boxes with locks. In case of lock breakage and theft of lineman's tools, the Employer shall replace only tools listed above, and any other tools that were approved to be brought on to the job and documented by the Employer's representative. The proper law enforcement agency must be notified of the theft. If show-up is located in a high crime area, or if a storm is forecast, the employee, upon request, shall take his tools home.

Section 3.22(b) Workmen shall be held responsible for tools and equipment issued to them by the Employer, provided the necessary lockers, tool boxes and other safe places for storage are furnished by the Employers.

Section 3.22(c) All employee's personal clothing shall be In compliance with OSHA requirements. Employer shall supply all Personal Protective Equipment as required by the Employer that is to be worn or used during working hours. This includes hard hats, low and high voltage gloves, rubber sleeves, safety glasses, and flame retardant clothing. Employer will assign all such articles of equipment and clothing to employees and employees must return assigned equipment and clothing to Employer at termination of employment. If above mentioned articles of equipment or clothing are not returned an amount equal to the Employer's cost of the non-returned items will be deducted from employee's last check.

Section 3.22(d) Local Union 1525 shall inform all of their members currently working within this jurisdiction that they shall have a valid CDL, current First Aid and CPR cards and an OSHA-10 hour card. All new referrals will have 60 (sixty) days to also be in compliance with these requirements. Any employee not in compliance with these requirements shall receive the "Wage With/Out Certs" listed in Section 3.04. Employees who are in compliance shall receive the "Wages with Certs" listed in Section 3.04.

ARTICLE IV Referral Procedure

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

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

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

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

Section 4.05. The 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 classification for which he qualifies.

CLASSIFICATION A
JOURNEYMAN LINEMAN -- JOURNEYMAN TECHNICIAN

GROUP 1. All applicants for employment who have three and one-half (3 1/2) 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 (1) year in the last three and one-half (3 1/2) years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new group 1 status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

- GROUP II. All applicants for employment who have three and one-half (3 1/2) or more year's 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 year's 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 (6) months in the last two and one-half (2 1/2) 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 (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.
- GROUP II. All Applicants for employment who have experience in the trade and who have passed an examination pertaining to their classification given by a duly constituted Outside Local Union of the IBEW.
- GROUP III. All applicants for employment who have experience in the trade, are residents the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

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

CLASSIFICATION C
GROUNDMAN - TRUCK DRIVER

GROUP I. All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have the necessary qualifications pertaining to their classification and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

GROUP II. All applicants for employment who have worked in the trade for more than one year.

GROUP III All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

GROUP IV All other applicants for employment.

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

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

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

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

Section 4.09. “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 4.10. An “Examination” shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Outside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three and one half (3 1/2) years' experience in the trade.

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

Section 4.12. 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 4.13. An applicant who is hired and who receives through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.14(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 1 in the order of their place on the “Out-of-Work List” and then referring applicants in the same manner successively from the “Out-of-Work List” in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

REPEATED DISCHARGE:

Section 4.14(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 4.15. 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 overage reference can be made.

Section 4.16. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association as the case may be and a Public Member appointed by both these members.

Section 4.17. 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 4.04 through 4.15 of the 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 is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.18. 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 4.19. 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 4.20. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Outside Area Training Agreement.

ARTICLE V Apprenticeship and Training

Section 5.01. The Area Training Agreement entered into between the Missouri Valley Line Constructors Chapter, NECA and District 11, IBEW, as approved by the International President on November 4, 1971, 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 of 1% of the Gross Labor Payroll. Apprentices' wages and the ratio of apprentices to journeyman are specified in the Area Training Agreement.

ARTICLE VI
Fringe Benefits

SECTION 6.01 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.

Section 6.02. The Employer agrees to pay into a Benefit Fund, known as the Line Construction Benefit Fund, five dollars and fifty cents (\$5.50) for each hour worked by all employees covered by this Agreement. Any additional increases in the contribution rate would be paid through wage reduction. The contributions of the Employer shall be used to provide temporary disability insurance, hospital, surgical and medical expenses benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Benefit Fund may determine and to provide funds for the organization and administration expense of the Benefit Fund. The contribution may also be used to provide group life insurance to eligible employees if the trustees of the Benefit Fund determine this protection is advisable.

The said Benefit Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the Chapter and the Unions. The contribution and the report form shall be mailed to reach the office of the Lineco Fund not later than fifteen (15) calendar days following the end of each calendar month.

Section 6.03. Individual Employers who fail to remit as provided in Section 6.02 shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union provided the individual Employer fails to show satisfactory proof that the required payments have been made.

Section 6.04. The failure of an individual Employer to comply with the provisions of Sections 6.01 and 6.02 shall also constitute a breach of this Labor Agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contributions to such funds which have resulted from the violation.

Inexperienced 1st 2000 hours groundman shall not be eligible for the above fringe benefit.

NATIONAL ELECTRICAL ANNUITY PLAN
(Formerly Known as IBEW-District Ten-NECA Individual Equity
Retirement Plan or the District Ten Plan)

Section 6.05. 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 (effective 1-1-17) twenty-two and one half percent (22.5%) of the straight time rate for all hours worked together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts and agrees to be bound by, the National Electrical Annuity Plan Agreement and Trust.

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

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

Section 6.06. Inexperienced 1st 2000 hour groundman shall be eligible for the minimum contribution rate of (\$0.25) twenty five cents per hour.

Section 6.07. If during the term of the collective bargaining agreement, the Trustees of NEBF increase the required funding, the NEAP contribution provided in the collective bargaining agreement will be reduced by the amount of the NEBF increase effective the date such increase commences and the Employer shall then contribute to the NEBF such increase described above.

Section 6.08. Should any fringe benefits provided for in this Agreement, such as Lineco, District Ten Retirement, NEBF, etc., be discontinued or reduced, all contributions or reductions thereof being made by the Employer at that time shall be applied to the employees hourly wage.

ARTICLE VII National Electrical Industry Fund

Section 7.01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man hours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man hours.
2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man hours paid for electrical work in any one Chapter area during any one calendar year.

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

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE VIII Administrative Maintenance Fund

Section 8.01. All Employers who are signatory to this Labor Agreement shall contribute an amount equal to 0.2% (two tenths of one percent) of their gross monthly payroll, payable to the Missouri Valley Line Chapter Administrative Maintenance Fund. Annual contributions to the fund shall be limited to the first 40,000 man hours per employer.

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

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

ARTICLE IX LOCAL LABOR-MANAGEMENT COMMITTEE (LMCC)

Section 9.01. 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 construct industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 9.02. 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 9.03. 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 Missouri Valley Line Constructors Chapter Inc., NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE X
NATIONAL-LABOR MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 10.01. 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. S175 (a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C S 1186(c)(9). The purpose of this Fund includes the following:

- (1) to improve communications between representatives of labor and management.
- (2) to provide workers and employees 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 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 committee;
- (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 10.02. The Fund shall function in accordance with and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 10.03. Each employer shall contribute one cent (\$0.01) 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 Missouri valley Line Constructors chapter, NECA. Payment should 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 Missouri Valley Line Constructors Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

ARTICLE XI

Section 11.01. Standard safety provisions in effect on the utility property on which work is being performed shall be the minimum standards for work performed under this Agreement. When line work is performed on other properties, the National Approved Safety Code for line construction shall be complied with.

Safe work rules provided in this Article shall be equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act, or other applicable Federal or State Laws and as such these minimum rules are not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent rules to protect the health and safety of the employees.

Section 11.02. It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

ARTICLE XII SUBSTANCE ABUSE

Section 12.01. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such

policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XIII EQUAL EMPLOYMENT OPPORTUNITY

Section 13.01. The Employers and the Union agrees that they will not discriminate against any Employee, or applicant for employment because of race, creed, color, sex, age or National Origin; and they will comply with all the provisions of Executive Order 11246, the Rules, Regulations and relevant orders of the Committee on Equal Opportunity, established by the President of the United States.

ARTICLE XIV CODE OF EXCELLENCE

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

SEPARABILITY CLAUSE

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.

In Witness Whereof, the parties have executed this Agreement on the day and year first above written.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

SIGNED FOR MISSOURI VALLEY LINE
CONSTRUCTORS CHAPTER, INC.
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION, INC.

SIGNED FOR LOCAL UNION NO. 1525
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

Troy Schneider, Committee Chairman

Steve Dozier, President

Joe Mitchell, Secretary-Manager

Glen Petznick, Business Manager