

OUTSIDE LINE CONSTRUCTION AGREEMENT

between

I.B.E.W. LOCAL UNION 396

and

WESTERN LINE CONSTRUCTORS CHAPTER NECA, INC.

Effective:

JUNE 1, 2022

thru

MAY 31, 2025

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PREAMBLE

Agreement by and between the Western Line Constructors, Chapter of NECA and Local Union No. 396, 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 Western Line Constructors, Chapter of NECA and the term "Union" shall mean Local Union No. 396, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

PURPOSE AND SCOPE OF THIS AGREEMENT

The intent of this Agreement is to establish uniform conditions of employment for Outside Electrical Workers as hereinafter provided.

Local Union 396 is presently chartered by the International Brotherhood of Electrical Workers, AFL-CIO, to cover certain outside electrical work in the State of Nevada (Lincoln County 100%, Clark County 100% and the part of Nye County 70% lying south of the Mount Diablo base line). The Western Line Constructors Chapter of the NECA is presently chartered by the National Electrical Contractors Association Inc., in the same area as covered by the above-named Local Union; therefore, the territorial scope of this Agreement shall uniformly cover the above area.

The scope of work covered by this Agreement shall include all outside, overhead and underground construction and maintenance work on electrical transmission lines, switch yards, substations and distribution systems which shall include:

1. Pole line work (whether built of wood, metal or other material): the digging and back-filling of holes for poles or anchors (by hand or mechanical equipment): the loading or unloading, handling, sorting and moving of materials; the assembly or erection of all materials including the guying, stringing of conductors and fiber optics or other work necessary on through to the ultimate completion of such pole work.
2. Steel or metal structures used for the purpose of carrying electrical wire, conductors, or equipment (this includes transmission towers, outdoor substations, switch racks, or similar electrical structures); the moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly and erection of all materials used on the job site, including the assembly of the grillage and foundations, on through to the ultimate completion of such structures. Work covered shall include the grounding of all such structures except the bonding of stub-angle to rebar cage; the stringing and installation of wires, cables and insulators or other electrical equipment suspended from structure; also the handling and placing of transformers or O.C.B.'s and other related electrical equipment.
3. Electrical underground construction work where such work comes under the jurisdiction of this Agreement shall be covered as follows:
 - i. The moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly of all electrical materials on race-ways such as ducts, shall be performed by workmen under the Agreement. This shall also include CIC (cable in conduit), CC (coilable conduit), the placing of fish wire, the pulling of cables or wires

through such race-ways, installing and making up of terminations and the splicing of such conductors.

- ii. Street lighting systems where such work properly comes under the outside jurisdiction shall be handled in the same manner as pole line construction.

- 4. Installing and maintaining the catenary and trolley work and bonding of rails shall be handled in the same manner as pole line, and steel construction.

In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or materials on the job site as well as the equipment used to move, raise or place materials used in the Outside Branch of the Electrical Industry shall be performed by workmen under this Agreement unless otherwise excluded herein.

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 the 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:

MANAGEMENT'S RIGHTS

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.

ARTICLE I

EFFECTIVE DATE - CHANGES – GRIEVANCES - DISPUTES

EFFECTIVE DATE:

- 1.1 This agreement shall take effect June 1, 2022, and shall remain in effect until May 31, 2025, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

CHANGES:

- 1.2 (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.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

- 1.8 Should the Labor-Management Committee fail to agree or to adjust to 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.
- 1.9 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.

ARTICLE II UNION RIGHTS

- 2.1 The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Local Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.
- 2.2 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.
 - (a) In order to be competitive in the market and to meet the special needs of Employers on particular jobs, the Union may provide special consideration to Employers who request such treatment and who demonstrate, to the Union's satisfaction, a specific marketing need with regard to a particular job. Any special terms, conditions, modifications, or amendments so provided by the Union, shall be implemented with regard to the particular job for which they were requested. To the extent feasible within time constraints, such terms, conditions modifications, or amendments shall be made available to all signatory Employers with regard to the particular job in question, but shall not constitute an action subject to the favored nations clause in the Agreement.
- 2.3 Members of the Union, except those meeting the requirements of "Employer" as defined herein, shall not contract for any electrical work. IBEW members taking out licenses as contractors shall not be allowed to work back and forth as contractor or journeyman as the occasion arises.
- 2.4 No applicant or employee while he remains subject to employment by Employers operating under this Agreement shall be recognized as a contractor for the performance of any electrical work.
- 2.5 The Union reserves the right to discipline its members for violations of its laws, rules and agreement.
- 2.6 (a) The Union shall have the right to appoint a steward on any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall not make a transfer of any Steward from the shop or job or crew to which he was appointed to another shop or job or crew without first having notified the Business Manager of the Union of the desire to make such transfer and having secured the Union

approval of the proposed transfer. Such Steward shall see that this Agreement and Working and Safety Rules are observed and shall be allowed sufficient time and be furnished necessary transportation to perform these duties during regular working hours. Under no circumstances shall the Employer dismiss, or otherwise discriminate against, an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of the Agreement.

The Steward shall be included in all overtime at his/her headquarters whenever feasible.

The Business Manager shall remove from his/her duties any Steward at any time he considers the best interest of the Local Union will be served thereby and shall notify the Employer immediately of such removal.

Among the duties of the Steward are to:

1. See that all workers at the respective shop or job have valid referral slips or other evidence of referral.
2. Assist in seeing that the working conditions of this Agreement are adhered to by both the Employer and the employee.
3. He shall immediately report to the Business Manager, or his/her representative, any violation of this Agreement that cannot be settled on the job.

The Steward shall be advised as soon as possible of any change of status of any member of the crew.

The Steward, when appointed in accordance with the foregoing provisions, shall remain on the job until such time as the job is completed.

- (b) When an Employer believes a Steward should be removed from the job, he shall:
1. Notify the Business Manager of the reasons why he believes the Steward should be removed.
 2. If the Business Manager does not agree that there is just cause to remove the Steward, he may request a meeting with the Employer's Representative to attempt to resolve the dispute.
 3. If the Business Manager and the Employer's Representative do not resolve the dispute and the Employer discharges or transfers the Steward, the dispute will be referred to the Labor Management Committee established by Section 1.5 for the adjustment thereof.

UNION ACCESS:

- 2.7 The representative of the Union shall be allowed access of any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.
- 2.8 (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 representative decide to do so; but no removal shall take place until notice is first given to the Employer involved.

(b) When such a removal takes place, the Union or its representative shall direct the workmen on such job to carefully put away all tools, materials, equipment or 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 these by the Employer.

(c) The Business Manager of the Union shall have the privilege of checking time books of Employer with respect to workmen employed under the terms of this Agreement when necessary.

PROMOTE ELECTRICAL INDUSTRY:

- 2.9 The policy of this Local Union and its members is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hours and working conditions by their fellow members of the International Brotherhood of Electrical Workers.
- 2.10 No workman employed under the terms of this Agreement shall be required to work behind a recognized picket line where a strike, lockout, or other conditions detrimental to the best interest of the Union prevail.
- 2.11 There shall be no limit on production of workmen or restriction on the safe use of proper tools or equipment and there shall not be any task or piece work.
- 2.12 Journeyman Lineman shall install all electrical work in a safe and workman like manner and in accordance with applicable code and contract specifications. If an employee is terminated or reprimanded for quality issues a Labor-Management Committee will determine what additional training is required for this individual to either be re-referred or to continue their current employment.

**ARTICLE III
REFERRAL PROCEDURE**

- 3.1 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.
- 3.2 The Union shall be the sole and exclusive source of referral of applicants for employment.
- 3.3 The Employer shall have the right to reject any applicant for employment.
- 3.4 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following

procedure.

- 3.5 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 (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 Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last three and one-half (3 1/2) years in the geographical area covered by the collective bargaining agreement.

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

Note: The reference to electronically registered and electronically notified shall be done via the ERTS system already in place. Group I would start at the member's home local. When a member request Group I status in a new local the Business Manager of that new local would verify that the member meets the requirements as stated in the Category I language (no change). Notice would be sent to the new local ERTS administrator by the Business Manager, to enter the member as Group I in the new local. ERTS would then send notice to the former local and the member would sign off saying that he desired to move his Group I status and doing so voluntarily request removal from his former place on Group I at the former Group I local. The Business Manager shall notify the employer of an employee whose group status changes under this provision.

- GROUP II. All applicants for employment who have three and one-half (3 1/2) 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 Joint Apprenticeship and Training Committee.

- GROUP III. All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor

market area for at least 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 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 (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.

3.6 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".

3.7 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.

3.8 "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:

Clark and Lincoln Counties and that portion of Nye County South of the Mt. Diablo Base Line in the State of Nevada.

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.

3.9 "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.

3.10 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.

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.

(a) RE-REGISTRATION: An applicant who has registered on the "Out of Work List" must renew his/her application every 30 days or his/her name will be removed from the list.

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.

3.13 (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work

List" in Group II, then Group III and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his 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.

- 3.14 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.
- 3.15 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.
- 3.16 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 3.4 through 3.14 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 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.
- 3.17 A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.
- 3.18 A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

3.19 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Outside Area Training Agreement.

CDL CONSIDERATION:

3.20 In order to be a qualified applicant, each applicant that is required to have a CDL shall provide proof of the CDL and furnish all driving history information as required by DOT regulations.

(a) Employers will give consideration to applicants who are medically unable to obtain a CDL.

AGE RATIO FOR 50 YEAR OLD JOURNEYMAN:

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

FOREMAN CALL OUT BY NAME:

3.22 The Employer shall have the right to call Foreman by name provided:

(a) The Employee has not quit his previous employer within the past two weeks.

(b) The employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said foreman provided the name appears on either Book 1 or Book 2.

(c) When an employee is called as a Foreman he must remain as a Foreman for 500 hours or must receive a reduction in force or termination for cause.

NON-RESIDENT EMPLOYEES:

3.23 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.

3.24 An applicant who becomes employed in the electrical industry shall have his name removed from the Out-of-Work List.

(a) Employers shall advise the Union of the number of applicants no later than closing time the last normal workday proceeding the day the applicants are to be referred.

**ARTICLE IV
APPRENTICESHIP AND TRAINING**

- 4.1 The Area Training Agreement entered into between the Western Line Constructors Chapter of NECA, and IBEW local union number 47, 396 and 1245 as approved by the International President on December 1, 1975, 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 .75% of the Gross Labor Payroll. Apprentices' wages and ratio of apprentice to Journeymen are specified in the Area Training Agreement.

**ARTICLE V
CONTRACTOR QUALIFICATIONS**

- 5.1 Certain qualifications, knowledge, experience, and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, and in a suitable financial status to meet payroll requirements and where required, must be in possession of a valid Nevada State LICENSE as an Electrical Contractor. Suitable Telephone or radio communications with the shop or project must be available, subject to availability of cellular phone service.
- 5.2 For all employees covered by this Agreement, the Employer shall carry Workman's Compensation Insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is being performed.
- 5.3 All trucks and vehicles carrying workers and/or material shall have the firm's name. This shall include leased or rented trucks and vehicles.

ANNULMENT – SUBCONTRACTING:

- 5.4 The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

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

- 5.5 Employers shall not loan their employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skills are not available through the referral procedure.
- 5.6 Subcontracting on non-electrical work to non-IBEW Subcontractors will be permissible under this agreement. This section shall not apply to the work that is normal and customary regarding setting of poles.

ARTICLE VI HOURS - WAGES – WORKING CONDITIONS

- 6.1 Eight (8) hours work week between 7:00 a.m. and 3:30 p.m. with the thirty (30) minutes for lunch to start between the fourth (4th) and fifth (5th) hour shall constitute a work day. Breaks will be allowed in accordance with federal/state law.

Five (5) days' work Monday through Friday, shall constitute a work week. However, if special circumstances warrant, upon mutual agreement in pre-bid and/or pre-job conference, the hours and days may be changed.

The starting time may be moved upon approval of the majority of employees affected. The job Steward will notify the Union office of such change. If a job has an early starting time, the regular starting time will be resumed when the majority of employees affected notify the job Steward they wish to return to the normal starting time.

If special circumstances warrant earlier starting time of more than one (1) hour, approval must be made by Employer, Union Business Representative and employees. The noon meal will be taken in the fifth (5th) hour if starting time is changed more than one (1) hour.

(a) Modified Workweek: At the option of a majority (75%) of men on a crew, and with the approval of the customer and/or the employer, a ten (10) hour day, four (4) day workweek may be established. Local Union 396 shall be notified of the establishment of such modified workweek. The establishment of this modified workweek shall be based on the following criteria:

1. The workweek must be four (4) consecutive days, Monday through Friday only. Work missed on a regular workday due to inclement weather or holidays will be allowed to be made up on other non-workdays, if the employees wish to do so (not directed by the employer) and if the employer agrees, subject to the approval of the customer. Such make-up days will be limited to Monday or Friday. Make-up days are not intended to eliminate overtime days on five or six day workweeks. (i.e.: if the crew has been working five (5) or six (6) day weeks, and miss a day due to a holiday or inclement weather, Friday will remain an overtime day.) If the crew is scheduled to work a fifth (5th) or (6th) day for more than three (3) continuous weeks, they shall revert back to a five (5) day work week.
2. Overtime computation for workmen on a modified workweek shall be in

accordance with Section 6.3.

3. If a modified workweek is required by the customer, no further approval is necessary. The customer's requirement will be discussed at the pre-job conference.

4. Normal working hours for crews engaged in the modified workweek shall be from 7:00 a.m. to 5:30 p.m. including a one-half hour unpaid lunch period at the fifth (5th) hour. Breaks will be allowed in accordance with Federal/State Law.

SHIFT WORK:

1. 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 A.M. and 4:30 P.M. Workmen on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.

2. The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7 1/2) hours' work.

3. The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

4. A lunch period of thirty (30) minutes shall be allowed on each shift.

5. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

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

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

HOLIDAYS:

6.2 The following days shall be recognized holidays:

New Year's Day	Labor Day
Martin Luther Kings Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

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

OVERTIME:

From June 1, 2022 to May 31, 2023:

- 6.3 All work performed on the above holidays and Sunday shall be paid at double (2x) the straight time rate of pay.
- (a) All work performed over ten (10) hours on Saturday shall be paid at double (2x) the straight time rate of pay. This does not apply to any work performed under a customer controlled wage package.
- (b) All worked performed after twelve (12) consecutive hours shall be paid at double (2x) the straight time rate of pay. This does not apply to any work performed under a customer controlled wage package.
- (c) All work performed outside of the regular scheduled workday, other than as described above, shall be paid at the rate of one and one-half times (1½ x) the straight time rate of pay.
- (d) NIGHT WORK: All work performed between the hours of 10:00 pm and 6:00 am shall be paid at double (2x) the straight time rate of pay, for work expected to last less than one (1) week. This includes all teledata work.

From June 1, 2023 to May 31, 2025:

- (e) All work performed outside of the regular scheduled workday, other than as described above in Section 6.1, shall be paid at the rate of (2x) or double the straight time rate of pay.
- 6.4 No employee will be required to take time off from the regular workday or work week for overtime worked or to be worked, excepting to provide for the eight (8) hour rest period as provided for in Section 6.4(b) of this Article.
- (a) When an employee works overtime four (4) hours or less immediately preceding his regular starting time on regular workdays, he shall be paid at the overtime rate only until his regular starting time. When an employee works in excess of four (4) hours immediately preceding his regular starting time, on regular workdays, he shall continue to be paid at the overtime rate beyond his regular starting time for a minimum of eight (8) hours work at which time he may be released from work for that day or will continue to be paid at the overtime rate until released. As an example: An employee starting work at 2:00 A.M. whose regular starting time is 8:00 A.M. will be paid at the overtime rate until 10:00 A.M. at which time he may be released.
- (b) When an employee works overtime after any day, he will continue to be paid at the overtime rate of pay until he is granted an eight (8) hour rest period. The rest period may extend into the regular workday thereby postponing the time for an employee to return to work to complete the regular workday. Travel time is included as a part of the rest period. The eight (8) hour rest period provision does not apply to emergency call outs.

WAGES:

6.5 Wages shall be as listed in Appendix "A" WAGE EXHIBIT.

6.6 SUBSISTENCE: A flat rate of fifty dollars (\$50.00) per day shall be paid for each day worked.

(a) Subsistence (based on an 8-hour day) will be combined with the hourly base wage rate to determine compliance with a required customer-controlled wage package.

PAY DAY AND PENALTIES:

6.7 Wages shall be paid weekly, in cash or by payroll check not later than quitting time on the last day of the regular workweek. Not more than one (1) week's wages' may be withheld at that time. The employer shall not hold back more than one (1) week's pay. The contractor will make arrangements for check cashing in the job area if practical. The employer shall furnish each employee with an itemized accounting of hours worked and all deductions from the wages each payday.

Any workman required to wait for his pay shall receive pay at the regular straight time rate until paid, not to exceed eight (8) hours pay in one twenty-four (24) hour period or (40) hours pay in any one seven (7) day period. If a workman claiming waiting time is not available at the employer's headquarters or on the job where checks are normally delivered, the employer will send the check to either the employee or the Business Manager of the local Union as determined by the employee's last known address by, United States first class mail and the post marked time on such envelope shall be the time considered as the time when the employee is paid off in full. Claims for waiting time not registered with the Business Manager of the local Union and the Employer within forty-eight (48) hours of the time when the grievance is claimed to have occurred shall be forever waived.

Liability for this penalty will commence upon notification by the employee who has quit to the Employer and the Union that he/she has not received their paycheck as required by this section.

Any Employer who pays with a check which is not immediately cashable shall be required to pay cash on all future paydays. Any Employer desiring to pay by check shall have regular company check with the name of the company printed thereon. When employees are laid off or discharged, they shall receive their wages in full at the time of being laid off or discharged.

(a) If available by the Employer, effective June 1, 2010 employees may opt for a direct deposit of his/her pay check and shall be subject to the regulations of the Employers direct deposit procedures not inconsistent with the conditions set forth above. Employers may elect the directed deposit method of payment upon referral or on a semiannual basis during the months of January or July.

Under the direct deposit system, the Employer will comply with the pay provisions set forth above in Section 6.7. However, should a delay occur in the check being direct deposited into the employee's account due to a Financial Institution error or a bank holiday the Employer will not be held responsible for any of the penalties set forth above.

- If a bank error occurs, the Employer agrees to diligently remedy the situation by following up on the error with the bank(s) and shall endeavor to see the employee is paid in a timely manner.
- 6.8 All employees who are to be laid off shall have at least two (2) hours' notice and be paid in full. The Steward shall be given similar notice of all layoffs.
- (a) Any workman being terminated for any reason will be given a termination slip clearly setting forth the reason for termination and eligibility for rehire. Termination slips will be furnished to the Employer by the Union, as approved by the parties.
- (b) For purposes of signing the Out-Of-Work list, an employee shall be ineligible until the employee has provided a termination slip to Local 396.
- 6.9 When workmen report at the shop or job and are not put to work due to conditions beyond the control of the workmen including inclement weather, they shall receive two (2) hours' pay plus subsistence. Workmen may be required to remain at the job site for the hours paid. Any workmen reporting for work for whom work is provided shall receive a minimum of four (4) hours' pay. If employees work on the job for more than two (2) hours, but less than four (4) hours, they shall be paid for four (4) hours. If employees work on the job for more than four (4) hours, but less than six (6) hours, they shall be paid for six (6) hours. If employees work on the job for more than six (6) hours, but less than eight (8) hours they shall be paid for eight (8) hours.
- (a) When an applicant for employment is referred to an Employer and is rejected for employment, as per Article III, Section 3.3, such applicant shall be reimbursed for expenses incurred in reporting to said Employer in an amount equal to two (2) hours' pay at the prevailing rate, plus subsistence as provided for in this Agreement, unless the employer had previously notified the Union in writing of the reason for rejecting the applicant.
- (b) Any workman reporting for work and being laid off and not assigned to work, not having been notified the previous day worked of such layoff, shall receive a minimum of two (2) hours pay, plus subsistence.
- 6.10 Headquarters, where men report, shall have available toilet, parking area, facilities for safeguarding workmen's tools, and facilities for drying workmen's clothes in inclement weather, and telephone facilities will be available for emergency use when existing telephone facilities are available. Men required to work outside in rainy weather (only in case of emergency) will be furnished rain gear by the Employer. Reporting Headquarters, where men report to work, shall be located on a surfaced or semi-surfaced all weather road.
- 6.11 Employees shall report to headquarters ready for work at the starting time and the Employer agrees to pay employees for time elapsed between the starting time and the time at which they are returned to headquarters not including the intermission for lunch.
- 6.12 When the employee is required to report to a job and required to change job during regular work hours, the Employer shall pay for traveling time and furnish transportation.

MEAL PERIODS:

6.13 When an employee works overtime after the regular day or shift, or when he is called out to work at night, Sundays, or on holidays, the Employer shall provide all meals unless the employees complete the job on or before meal time. If the job is started not more than one (1) hour before the regular daily starting time, then, when employees are notified the previous day no breakfast is to be provided by the Employer. When instructed before quitting time to report for the next regular daily starting time, the employees shall provide their own lunch the same as they do on other days. When employees are required to work more than two and one half (2 ½) hours past their regularly scheduled quitting time, they shall be entitled to a meal time as provided for in this Section. An employee will be entitled to a paid meal time at intervals of four and one half (4 ½) hours thereafter, (from the conclusion of the previously owed meal period) for as long as he works. In the event the Employer does not provide meals as set forth above, the Employer shall pay \$13.00 and one-half (1/2) hour pay, at the applicable rate, for each meal not provided. On storm damage only, Employer shall provide expenses for meals and lodging to employees after sixteen (16) hours.

EMERGENCY CALL OUTS:

6.14 Any employee called out for emergency work outside his regular working hours shall be paid a minimum of four (4) hours pay at the overtime rate and appropriate travel and/or subsistence (food and lodging) shall also be paid.

ELECTION DAY:

6.15 On days which national or state elections are held, all men covered by this Agreement who are eligible to vote shall be granted two (2) hours' time off to vote with pay between the hours of 1:30 P.M. and 3:30 P.M. In case of emergency, the Employer will be given the option to change the aforesaid hours in order to man his work. This will not be applicable when reporting time is paid. Evidence that a vote was cast will be supplied before time-off pay is granted.

6.16 The Employer agrees to deduct and transmit to IBEW-COPE at amount of \$.02 per hour from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by IBEW-COPE.

These transmittals shall occur monthly to the Chapter's One Check System and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

6.17 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.

6.18 **401(k) Plan:** Employers agree to deduct from the Employees check and forward to a 401(k) Plan, specified by the Local Union, a specific amount from each payroll check to be designated by the Employee on not more than a quarterly basis. The parties hereto agree that these Funds are managed solely by the Local Union and will not be used to the detriment of the Chapter or NECA. In addition, the Employer does not contribute any

amounts to these Funds or Administration of the Funds in any way. These Funds will be forwarded electronically through the Chapter's one-check ePR system on a monthly basis to the 401(k) account. In addition, all administration for requesting any deduction will be managed by the Local Union and will be completed at the time of referral. Enforcement for delinquent payments to these funds shall be the sole responsibility of the Local Union.

ARTICLE VII SAFETY

- 7.1 There shall be a Joint Safety Committee consisting of three (3) members representing the Employer and three (3) members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970 or other applicable Federal or State Laws. Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.
- 7.2 It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.
- 7.3 Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent.
- The term of one (1) Employer and one (1) Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A committee member is eligible to succeed himself.
- 7.4 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.
- 7.5 The Employers and the Union share a mutual interest in fostering safe working conditions for all employees. The Employer and the Union will endeavor to create programs, procedures and policies which will define the Employers and IBEW Local Union 396 as leaders in providing and promoting a safe workplace. The Employer shall make reasonable provisions for the safety of employees in the performance of their work. The Union shall cooperate in promoting the realization of the responsibility of the individual employee with regard to the prevention of accidents.
- 7.6 The safe work practices that are in effect on utility company property which are more stringent than those in this Agreement shall apply to work which is performed on that property under the terms of this Agreement.
- 7.7 Once each week, there shall be a safety meeting. The safety meetings shall be at least fifteen (15) minutes in duration and the meeting will be conducted on the same day each week. A record of this meeting shall be made.

- 7.8 A copy of the first report of an accident that is filed with the State of Nevada shall be sent to the Union.
- 7.9 The Employer agrees to remain in conformance with NRS 618.383 during the term of this agreement. NRS 618.383 states that all employers will establish, implement and abide by a written safety policy. A copy of this written policy shall be given to the employee upon employment. Such written policy shall be returned upon termination of employment.
- 7.10 A union appointed Safety Committee shall be allowed access to any shop, yard, show up or site for the purpose of investigating accidents or safety concerns. Investigating the accident itself does not include a search of documents/records acknowledging that legal issues may prevent the sharing of some information.

PERSONAL PROTECTIVE EQUIPMENT:

- 7.11 Personal safety equipment in the nature of hard hats, FR Clothing, rubber sleeves, rubber gloves, protectors and other PPE, will be assigned to the employee and must be returned to the Employer when termination occurs. If the above referenced safety materials are not returned, an amount equal to the employer's cost of the non-returned items, or items damaged beyond normal wear and tear shall be deducted from the employee's final wages.
- 7.12 Employees shall be required to wear all required PPE during working hours.
- 7.13 The Employer shall furnish all necessary safety equipment, other than Personal Protective Equipment traditionally provided by the employee, when such are required and shall also furnish proper individual protective gear to workmen engaged in burning and welding operations.

SUBSTANCE ABUSE:

- 7.14 (a) 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
- (b) The policy under the Category I Substance Abuse Testing Language is that testing

for all employees will be in conformity with the Department of Transportation [DOT] policy/regulations so that all employees are substance abuse tested per DOT regulations-standards and/or per customer requirements. Post-accident Testing shall be allowed on any preventable incident.

- 7.15 Effective May 1, 2011 all applicants shall have a current First Aid/CPR Card and an OSHA 10 and/or OSHA T&D 10-hour class completion card to qualify for referral. Employee's working under this Agreement shall utilize the EICA – Safety Wallet platform to track and produce their credentials for referral from the Local and to the Employer.
- 7.16 When transporting men, the Employer agrees to furnish enclosed trucks with suitable protection from inclement weather and to provide heat when weather conditions require.
- (a) Employees shall not use their personal vehicle in lieu of Company equipment.

ARTICLE VIII WORKING RULES

GENERAL FOREMAN:

- 8.1 A General Foreman will be designated on any job when three (3) or more Foreman are required.
- (a) A General Foreman is an employee in charge of a job and directing Foremen. A General Foreman shall be a qualified Journeyman Lineman or may be a qualified Journeyman Technician if the work being performed is specific to the Journeyman Technician classification and limited to foundations and concrete work, substations, civil, underground duct work, grading and backfill.

FOREMAN:

- 8.2 A Foreman is an employee in charge of a crew and directing workmen. A Foreman shall be a qualified Journeyman Lineman or may be a qualified Journeyman Technician if the work being performed is specific to the Journeyman Technician classification and limited to foundations and concrete work, substations, civil, underground duct work, grading and backfill.
- (a) On any crew requiring only one (1) Journeyman, no Foreman will be required.
- (b) On any crew of two (2) Journeymen, one (1) of the Journeymen shall be designated as a Foreman and may work with the tools. A Foreman may not supervise a crew with more than five (5) Journeyman at any time.
- (c) In no case shall a crew perform work on energized circuits or jobs where men or equipment may come in contact with energized conductors of 600 volts or higher unless they are under the direct supervision of a non-working Foreman. If a Journeyman Lineman is holding a hotline permit or clearance he shall be paid at the Foreman's rate.
- (d) When work being performed specific to trenching, footing and foundations,

concrete work, substations, civil, underground duct work, grading and backfill, that requires five (5) or more workman, one (1) will be a Journey Level Worker designated as a foreman and shall not be required to supervise more than they can safely and adequately manage and not to exceed thirteen (13) workmen.

CABLE SPLICER FOREMAN:

8.3 On any job requiring two (2) Cable Splicers, one (1) shall be designated by the Employer as a Foreman and shall be paid the Foreman's rate of pay. Cable Splicer's assistant shall be a Journeyman Lineman or an Apprentice Lineman.

JOURNEYMEN LINEMEN:

8.4 Journeymen Linemen may do all work covered by this agreement.

Journeymen Linemen shall provide themselves with the following tools:

Body Belts	Safety Strap
Hooks	Screwdriver
Knife	Six-Foot Rule
Wrench-Adjustable 12-inch	1//2” Drive Ratchet Handle
Channel Lock Pliers-430	Lineman Pliers – 9”
Hammer	

CERTIFIED WELDER:

8.5 Must have the necessary skills and certificates for type of welding required.

HEAVY EQUIPMENT OPERATOR:

8.6 Equipment Operators may operate all equipment on the project and such operators shall care for all equipment. Under no circumstances shall Operators climb poles, towers or work out of aerial devices.

Operators shall provide themselves with the following tools:

Six Foot Rule	Hammer
Channel Lock Pliers (430)	Adjustable Wrench (12 inch)
Screwdriver	Linemen's Pliers (9 inch)

GROUNDMAN:

8.7 Groundman shall work under the supervision of the journey level worker and shall assist workman as directed, but under no circumstances shall Groundman climb poles or towers. Groundman must possess a valid driver's license per the employer's requirement. Groundmen shall be allowed to drive equipment up to 5 ton for the purpose of moving tools, material, or water.

Groundman Level 1 & 2 in addition to supporting Line Construction Work these classifications can perform the following work:

1. Assist in the building, setting, and grading of concrete forms and embeds.
2. Assist in the placing and finishing of concrete.
3. Assist with work being performed specific to the trenching, footing and foundations, concrete work, substations, civil, underground duct work, grading, and backfill.

Groundman Level 3 in addition is qualified to perform the following work:

1. Construction layout utilizing blueprints, transits, and levels.
2. Be able to build, set and grade concrete forms and embeds.
3. Be able to place and finish concrete.
4. Work duties include and are limited to all below grade civil work including setting and grading of concrete forms and embeds. Civil work is clarified to include all below grade concrete work including stub outs. Cable trench, conduit, cable pulling or terminating and pull boxes are electrical work and are not civil work.
5. Operate, bobcats, backhoes, mini track hoes forklifts, and trenchers under the supervision of a Heavy Equipment Operator or Journey Tech for training purposes. But may operate hand operated equipment as needed.

All Groundman shall provide themselves with the following tools:

Six Foot Rule	Hammer
Channel Lock Pliers (430)	Adjustable Wrench (12 inch)
Screwdriver	Linemen's Pliers (9 inch)

- 8.8 The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, toolboxes or other safe place of storage. Tools must be taken out and put away during working hours.
- 8.9 The Employer will provide a safe and dry place for the storage of employees' tools. (Safe and dry means a storage box that can be locked.) Employees shall be responsible for securing the locks on Company time at the end of the day. The Employer shall be responsible for the above listed tools stored on the job. Tools that have been properly stored during the work week and are on the employees' tool list set forth above that are stolen, vandalized, or destroyed shall be replaced promptly by the Employer. Employees are responsible for their tools on the weekend.
- 8.10 The majority of workmen on any crew will be Journeymen Linemen, apprentices, and operators. The Groundman ratio may be changed by mutual consent with parties to this Agreement.
- 8.11 (a) When workmen are required to work on or in the energized zone of 400 volts or over (excluding meter installations), there shall be at least two (2) qualified workmen and each shall be supplied with approved rubber goods.
- (b) All voltages of 4,800 or over shall be worked only with approved "hotsticks" and adequate help. No two (2) workmen on the same pole shall work on different phases or primary conductors at the same time when such primaries are energized.
- (c) A crew working on live voltages of 650 volts or more shall consist of a non-working foreman, at least two (2) qualified workmen (can be two (2) journeymen or one (1) journeyman and one (1) hot apprentice), and one additional crew member.

- 8.12 Cable Splicers shall not be required to work on wires or cables when the difference in potentials is over 200 Volts between any two (2) conductors or between any conductor and ground, unless assisted by one (1) Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 480 Volt circuit.
- 8.13 When workmen are transported or working in or around a helicopter, they shall be protected in case of injury resulting from an accident (caused by the helicopter) by a liability insurance policy in the amount of \$250,000.00 in addition to regular Workmen's Compensation Coverage. Such insurance may be provided by the helicopter service provider.
- 8.14 A journeyman lineman shall perform the necessary rigging of any material or equipment to be carried by a helicopter when the load is received by a journeyman lineman.
- 8.15 When assigned to a crew that will be performing Live-Line Bare-Hand work, all members of that crew who are certified by the employer in the Live-Line Bare-Hand method of work shall receive ten percent (10%) an hour above their applicable base rate of pay.

ARTICLE IX FRINGE BENEFITS

NATIONAL ELECTRICAL BENEFIT FUND:

- 9.1 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.

NATIONAL ELECTRICAL ANNUITY PLAN:

9.2 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 the contribution rates as shown in the wage/fringe schedule for each hour worked together with a completed payroll report prescribed by the NEAP. The contribution rate for the Journeyman Lineman will be the Base Rate. Contribution rates for all other classifications shall be a percentage of the Base Rate. Such percentage shall be equal to the percentage of each classification's wage rate as compared to the Journeyman Lineman wage rate as set forth in Appendix A. 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 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/her agreement terminated upon 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.

HEALTH & WELFARE:

9.3 (a) The individual Employer shall contribute and forward monthly to the LINECO HEALTH & WELFARE Trust Fund, beginning June, 1, 2022 LINECO contribution is \$7.00 for each hour worked and will remain at \$7.00 for each hour until January 1, 2025 when contribution amount increases to \$7.25 for each hour worked for the term of the Agreement. The Employer is obligated to pay to the employees in this bargaining unit and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month.

Any increase in the required contribution amount over the above stated rates will result in a 50/50 split between the Employer/Employee of the additional increase. If the required contribution rate is less than the amount stated above, the difference will remain in the employee's NEAP contribution.

(b) HRA: The Employer also agrees to pay into the Line Construction Benefit Fund effective June 1, 2022 \$1.00 per hour worked for all classifications and remains the hourly contribution until May 31, 2024. June 1, 2024, HRA Contribution increases to \$1.20 for all classifications – these are the required maximum per hour contributions allowed and will

be calculated on all hours worked for all working classifications covered by this Agreement. These contributions shall be used to provide Health Reimbursements Accounts(s) under the Line Construction Benefit Fund Plan of Benefits.

VACATION SAVINGS PLAN:

- 9.4 Individual Employers who fail to remit as provided in Sections 9.1, 9.3 and 9.4 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.
- 9.5 The failure of an individual Employer to comply with provisions of Sections 9.1, 9.3 and 9.4 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.
- (a) If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with subsection 9.6 above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or fund Trustees plus cost of the litigation which have resulted from the bringing of such court action.

**ARTICLE X
ADMINISTRATIVE MAINTENANCE FUND
INDUSTRY FUND**

- 10.1 All employers signatory to this labor agreement shall contribute .5% of their gross monthly payroll payable to the Administrative Maintenance Fund for each hour worked by each employee covered by this agreement. The monies are for the purpose of administration of the collective bargaining agreement, grievance handling, and all other management duties and responsibilities pursuant to this agreement. The Administrative Maintenance Fund contributions shall be submitted with all other fringe benefits covered by the labor agreement by the fifteenth (15th) of the month. This fund shall be administered solely by the Chapter and will not be used to the detriment of the Local Union or the IBEW. Enforcement for delinquent payments to this fund shall be the sole responsibility of the fund.
- 10.2 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 XI

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

- 11.1 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, 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.

- 11.2 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.
- 11.3 Each Employer shall contribute \$0.00. 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 Western Line Constructors Chapter, NECA, or its designee, shall be the collection agent for this Fund.
- 11.4 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 XII NLMCC

- 12.1 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c) (9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:
1. to improve communication between representatives of labor and management;
 2. to provide workers and employers with opportunities to study and explore new and 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.
- 12.2 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.
- 12.3 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 Western Line Constructors 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 Western Line Constructors Chapter, Inc., NECA, or its designee, shall be the collection agent for this Fund.
- 12.4 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 (\$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 XIII GRIEVANCE PROCEDURE

- 13.1
- STEP ONE:** A complaint, dispute, or grievance must be initiated no later than twenty (20) calendar days after the Union has become aware of the issues (not to exceed twenty (20) calendar days) which are the basis for the complaint, dispute or grievance, whichever is later except in cases involving fringe benefit payments.
- STEP TWO:** All complaints, disputes, or grievances shall be presented orally by the aggrieved employee and/or a shop steward, or a Union Business Representative, to the aggrieved employee's immediate supervisor when practical. Both parties shall put forth their best efforts to resolve the complaint, dispute, or grievance at this level within seventy-two (72) hours excluding weekends and holidays. If the complaint, dispute or grievance is not resolved within seventy-two (72) hours excluding weekends and holidays, Step 3 shall be followed. When it is impractical for an oral presentation to be made to the Employer, a written presentation may be presented to the Employer and Chapter.

STEP THREE: In the event that the complaint, dispute or grievance is not settled in Step Two, the Union shall, not later than fifteen (15) regular working days after the completion of Step Two present the Employer and Chapter the complaint, dispute, or grievance in written form with a brief statement as to the facts, articles, or sections of the Agreement violated and remedy desired.

In the event either party desires a meeting to discuss the complaint, dispute, or grievance, the parties shall meet within ten (10) regular working days from the receipt of said complaint, dispute, or grievance for the purpose of discussion. The Employer and Chapter served with written notice of the complaint, dispute, or grievance shall meet within ten (10) working days after the aforementioned meeting, or in the event no meeting is held within ten (10) regular working days after the receipt of the complaint, dispute, or grievance answer in writing.

STEP FOUR: In the event the complaint, dispute, or grievance is not settled in Step Three, it shall be referred to the Labor-Management Committee (refer to Article I). Time limits in steps 1, 2 & 3 maybe extended by written mutual consent of the parties.

CODE OF EXCELLENCE:

- 13.2 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:

- 13.3 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.

Appendix “A” WAGE EXHIBIT

	6/1/2022	6/1/22	6/1/23	6/1/23	6/1/24	6/1/24
Classification	Wages	NEAP	Wages	NEAP	Wages	NEAP
Journeyman Lineman	\$55.77	\$10.00	\$57.16	\$10.25	\$58.73	\$10.50
Journeyman Lineman Tech 100% J/L	\$55.77	\$10.00	\$57.16	\$10.25	\$58.73	\$10.50
Certified Welder 100% J/L	\$55.77	\$10.00	\$57.16	\$10.25	\$58.73	\$10.50
Foreman	\$62.19	\$10.45	\$63.74	\$10.71	\$65.49	\$10.98
General Forman	\$68.74	\$11.01	\$70.46	\$11.29	\$72.40	\$11.56
Heavy Equipment Operator	\$43.04	\$9.55	\$44.12	\$9.79	\$45.33	\$10.02
Groundman 1 st yr.	\$27.90	\$8.36	\$28.60	\$8.57	\$29.39	\$8.78
Groundman 2 nd yr.	\$32.63	\$8.81	\$33.45	\$9.03	\$34.37	\$9.25
Groundman 3 rd yr. ¹	\$38.74	\$9.00	\$39.71	\$9.23	\$40.80	\$9.45

Apprenticeship Lineman						
1st Period 60% JL Rate	\$33.46	\$8.26	\$34.30	\$8.47	\$35.24	\$8.68
2nd Period 65% JL Rate	\$36.26	\$8.44	\$37.15	\$8.65	\$38.17	\$8.86
3rd Period 70% JL Rate	\$39.04	\$8.72	\$40.01	\$8.93	\$41.11	\$9.15
4th Period 75% JL Rate	\$41.83	\$8.91	\$42.87	\$9.13	\$44.05	\$9.35
5th Period 80% JL Rate	\$44.62	\$9.08	\$45.73	\$9.31	\$46.98	\$9.54
6th Period 85% JL Rate	\$47.40	\$9.36	\$48.59	\$9.59	\$49.92	\$9.83
7th Period 90% JL Rate	\$50.19	\$9.55	\$51.44	\$9.79	\$52.86	\$10.02

	6/1/22	6/1/23	1/1/24	6/1/24
Apprenticeship	.75% ²	.75% ²	.75% ²	.75% ²
NEBF	3%	3%	3%	3%
LINECO	\$7.00	\$7.00	\$7.00	\$7.00
HRA	\$1.00	\$1.00	\$1.00	\$1.20


1. Groundman Level III will be paid at 90% of the Heavy Equipment Operator classification wages and benefits.
2. The current contribution rate for Cal-Nevada JATC is .50%.

Note: Beginning June 1, 2023, the parties hereto agree that all overtime will be paid at double the straight time rate (2x) of pay and all affected Sections of the Agreement will be revised accordingly. See Article VI, Section 6.3 for details.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

SIGNED

WESTERN LINE CONSTRUCTORS
INC., NECA, INC.


James M Stapp (Jun 3, 2022 02:34 PDT)


James M. Stapp, Chapter President

SIGNED


LOCAL UNION 396, IBEW


Jesse Newman (Jun 2, 2022 15:50 PDT)

Jesse Newman, Business Manager


AJ Zartman (Jun 3, 2022 14:46 PDT)

AJ Zartman, Nevada Chairman


Jules W. Weaver (Jun 6, 2022 08:19 MDT)

Jules W. Weaver, Chapter Manager

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