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Title: **Western Line Constructors Chapter, Inc., National Electrical Contractors Association, Inc. (Outside Line Construction) and International Brotherhood of Electrical Workers (IBEW), AFL-CIO, Local 1245 (2003)**

K#: **8191**

Employer Name: **Western Line Constructors Chapter, Inc., National Electrical Contractors Association, Inc. (Outside Line Construction)**

Location: **Northern CA & NV**

Union: **International Brotherhood of Electrical Workers (IBEW), AFL-CIO**

Local: **1245**

SIC: **1731**

NAICS: **23821**

Sector: **P**

Number of Workers: **1600**

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K8191  
1,600 workers

40 pp.

**CALIFORNIA OUTSIDE LINE CONSTRUCTION  
AGREEMENT  
BETWEEN  
WESTERN LINE CONSTRUCTORS CHAPTER OF N.E.C.A.  
AND  
LOCAL UNION NO. 1245  
AFL-CIO  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**AS AMENDED, EFFECTIVE JUNE 1, 2003  
THROUGH May 31, 2006**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
	PURPOSE AND SCOPE OF THIS AGREEMENT	1
	SCOPE OF AGREEMENT	1
	BASIC PRINCIPLES	2
	MANAGEMENT RIGHTS	2
I.	<i>Effective Date – Changes – Grievances - Disputes</i>	2
II.	Employees Shall Not Contract	4
	Union Recognition	4
	Union Referral System	4
	Classification A - Journeyman Lineiman, Cable Splicer	5
	Classification B – Equipment Specialist	5
	Classification C - Groundman	6
	Local Jurisdiction	7
	Ineligibility	9
	Union Security	9
III.	Transfers	10
	Outside Employers	10
	Employees Not Loaned	10
	Dues Deduction	11
	Subcontracting	11
	No Kick-Backs	11
	Contractor's Qualifications	11
	Care of Tools	12
	Social Security Payments	12
	Steward Clause	12
	Access to Jobs	13
	Promote Electrical Industry	13
	Cause of Cancellation	13
IV.	Hours - Wage Payments	14
	Regular Work Hours	14
	Change of Work Hours	15
	Shift Work	15
	Rate of Wages	16
	Pay Day and Penalties	16
	Show-Up Pay	16
	Cancellation of Job	17
	Minimum Call Out	18
	Meal Periods	18
	National Employees Benefit Fund	18
	Travel to Job	19
	Holidays and Overtime	19

	Health and Welfare	19
	NEAP -Pension	20
	Eight-Hour Rest Period	20
V.	Headquarters - Pre-Bid and Pre-Job Conferences	21
	Mileage - Subsistence	21
	Headquarters	22
	Transfer of Employees	22
	Camp Accommodations	22
	Offshore Islands	22
VI.	Safety and Working Rules	23
	Safety Rules	23
	Foreman	23
	Lineman	24
	Equipment Specialist	24
	Groundman	25
	Framing Poles	25
	Digging Holes and Trenches	25
	Manning Line Crews	25
	Cable Crew ("Bull Gang")	26
	High Time - Bonuses	26
	Cable Splicing	27
	Ratio for 55-Year-Old Journeyman	27
	Overalls and Gloves	27
	Aircraft Rules and Insurance	27
	Man-Hauls	28
	Clipping and Spacing	28
	Employer Signs	28
	Certified Welder	28
	First Aid Requirements	28
VII.	Savings Clause	29
VIII.	Apprenticeship	29
IX.	Industry Fund/NLMCC	29
X.	Delinquencies - Agreement and Trust Funds	31
	Signature Page	33
EXHIBIT A	WAGE EXHIBIT	34
EXHIBIT B	SAFETY SUPPLEMENT	35
EXHIBIT C	TEMPORARY UPGRADES	36
EXHIBIT D	REFERRAL SYSTEM ADDENDUM	37
EXHIBIT E	GRIEVANCE PROCEDURE	38

## **PREAMBLE**

Agreement by and between the Western Line Constructors Chapter, Inc., N.E.C.A., Inc. and Local Union 1245, of the International Brotherhood of Electrical Workers. 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 Western Line Constructors Chapter, Inc., N.E.C.A., Inc. and the term "Union" shall mean Local Union No. 1245, I.B.E.W. 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 1245 is presently chartered by the International Brotherhood of Electrical Workers, AFL-CIO, to cover certain outside electrical work in the States of California (except Siskiyou, Modoc, and Del Norte Counties) and Nevada (except Lincoln, Clark and that part of Nye County lying south of the Mount Diablo base line). The Western Line Constructors Chapter of the N.E.C.A. 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.

## **SCOPE OF THIS AGREEMENT**

The scope of the work covered by this Agreement shall be: All outside work on electrical transmission lines, distribution lines, catenary and trolley facilities, switch yards and substations, and shall include:

1. Pole line construction 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 moving of employees, tools or equipment; the loading and moving of materials from the first drop, the handling, assembly or erection of all materials including the guying, stringing of conductors or other work necessary on through to the ultimate completion of such pole line work.
2. Steel or metal structures used for the purpose of carrying electrical wires, conductors or equipment (this includes transmission towers, outdoor substations, switch racks or similar electrical structures); the moving of employees, tools or equipment; the handling, sorting and moving of materials from the first drop, the handling, assembly and erection of all materials used on the job site starting with the concrete footing or pad, or concrete anchor, including the assembly of the grillage, on through to the ultimate completion of such structures, except for any low voltage control or lighting work which may properly belong to the inside branch of the electrical industry. Work covered shall include the grounding of all such structures; the stringing and installation of wires, cables and insulators or other electrical equipment suspended from such structures; also the handling and placing of transformers or O.C.B.'s and other related electrical equipment.

3. 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
4. Street lighting systems owned, maintained and operated by electrical utility companies or agencies where such work properly comes under the outside jurisdiction shall be handled in the same manner as pole line construction.
5. Electrical underground construction work, where such work comes under the jurisdiction of this Agreement, shall be covered as follows: The moving of employees, tools, or equipment, the loading, moving or assembly of all electrical materials or race-ways, such as duct, from the first drop, shall be performed by workers under this Agreement. This shall also include the placing of fish wire, the pulling of cables or wires through such race-ways, installing and making up of pot-heads, and the splicing of such conductors.
6. 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 employees, 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.

### **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.

### **MANAGEMENT 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.

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**

1.1 This Agreement shall take effect June 1, 2003, and shall remain in effect until May 31, 2006, 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.

- 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 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**

### **Employees Shall Not Contract**

- 2.1 Employees covered by this Agreement, except those meeting the requirements of "Employer", as defined herein, shall not contract for any electrical work. An employee covered by this Agreement shall not contract with his Employer for the rental of any equipment used for the performance of work falling within the scope of this Agreement.

No employee shall directly or indirectly, by subterfuge, sublet, loan, or contract equipment to their Employer.

### **Union Recognition**

- 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.

### **Union Referral System**

- 2.3 In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in the 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.
- 2.4 The Union shall be the sole and exclusive source of referral of applicants for employment.
- 2.5 The Employer shall have the right to reject any applicant for employment.



- 2.6 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.
- 2.7 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, CABLE SPLICER**

**GROUP I:** All applicants for employment who have three and one-half (3½) 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 (3½) years in the geographical area covered by the collective bargaining agreement.

**GROUP II:** All applicants for employment who have three and one-half (3½) 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 had two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market area, and who have been employed in the normal construction labor market area for at least six (6) months in the last two and one-half (2½) 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 - EQUIPMENT SPECIALIST**

**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 other applicants for employment who have worked at the trade for more than one year.

### **CLASSIFICATION C: GROUNDMAN**

**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.

2.8 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".

2.9 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.

### **LOCAL JURISDICTION**

2.10 "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:

- (a) The State of California, except Siskiyou, Modoc, and Del Norte Counties; the State of Nevada, except Lincoln, Clark, and that part of Nye County south of the Mount Diablo base line, including the area determined by the Secretary of Labor and the commute distance adjacent to the geographical area.
- (b) There shall be two (2) dispatching points established within the normal construction labor market area:

**SOUTHERN:** Currently 1074 La Cadena Drive, Riverside, California, 92501 will be the dispatching point for applicants for employment in:

Counties in Nevada - Esmeralda County, and Nye County north of the Mount Diablo base line.

Counties in California - San Diego, Imperial, Orange, Los Angeles, Riverside, San Bernardino, Ventura, Santa Barbara, Kern, Inyo, Mono, Kings, Tulare and San Luis Obispo.

**NORTHERN:** Currently 3063 Citrus Circle, Walnut Creek, California, 94596 will be the dispatching point for applicants for employment in:

Counties in Nevada - White Pine, Churchill, Mineral, Lyon, Douglas, Storey, Washoe, Pershing, Lander, Eureka, Elko, Humboldt, and Ormsby.

Counties in California:

Alameda	Marin	Santa Clara
Alpine	Mariposa	Santa Cruz
Amador	Mendocino	Shasta
Butte	Merced	Sierra
Calaveras	Monterey	Solano
Colusa	Napa	Sonoma
Contra Costa	Nevada	
Stanislaus		
El Dorado	Placer	Sutter
Fresno	Plumas	Tehama
Glenn	Sacramento	Trinity
Humboldt	San Benito	Tuolumne
Lake	San Francisco	Yolo
Lassen	San Joaquin	Yuba
Madera	San Mateo	

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

2.11 "Resident" means a person who has maintained his/her permanent home in the above

defined geographical area for a period of not less than one year or who, having a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

- 2.12 An "Examination" shall include experience rating tests if such examination shall have been given prior to the effective date of this procedure, but from and after the date of the procedure, shall include only written and/or practical examinations given by a duly constituted Outside 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 (3½) years' experience in the trade.
- 2.13 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.
- 2.14 An applicant who has registered on the "Out of Work" List must renew his application every 30 days or his name will be removed from the list.
- 2.15 An applicant who is hired and 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.
- 2.16 Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer the applicants to the Employer by first referring applicants in Group I in the order of their places on the "Out of Work" List and then referring applicants in the same manner successively from the "Out of Work" List in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group in his/her place within his Group.
- 2.17 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 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.
- 2.18 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.
- 2.19 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 2.6 through 2.17 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.

- 2.20 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.
- 2.21 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.
- 2.22 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Outside Area Training Agreement.

### **Ineligibility**

- 2.23 An applicant who is discharged for cause three times within a twelve 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 J.A.T.C. 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.

### **Union Security**

- 2.24 All workers employed by the Employer shall, as a condition of employment, tender the full and uniform admission dues in effect in the Local Union on the 8th day following the beginning of employment under this Agreement, or the effective date of this Agreement, whichever is later. All workers accepted into membership shall therefore maintain their continuous good standing in the Union as a condition of employment by paying regular monthly dues and/or working dues uniformly paid by other members of the same classification in the Union in order to defray the costs of the Collective Bargaining Agreement in accordance with its rules. In the event that a worker fails to tender the admission dues or that a member of the Union fails to maintain his/her membership by paying monthly dues and/or additional working dues in accordance with the provisions of this Section, the Union shall notify the Employer in writing and such written notice shall constitute a request to the Employer to discharge said individual workers within forty-eight (48) hours, (Saturday, Sunday and Holidays excluded), for failure to maintain continuous good standing by paying monthly dues and/or additional working dues in the Union in accordance with its rules above referred to in this paragraph.

- 2.25 In the event that the Union does not accept into membership any workers tendering admission dues and regular monthly dues and/or additional working dues, the foregoing paragraph shall not be applicable; provided, however, that the Union may at any time thereafter decide to take such workers into membership, in which case said workers shall be required to tender the full and uniform admission dues in effect in the Local union not later than eight (8) days following notification by the Union and shall thereafter be required to maintain his/her membership by paying monthly dues and/or additional working dues in accordance with the provisions of the foregoing paragraph. In the event that such workers fail to comply with this paragraph, the Union shall notify the Employer and the Employer shall discharge said workers within forty-eight (48) hours.
- 2.26 If during the term of this Agreement it becomes lawful, by action of the Nevada State Legislature or by action of the Congress of the United States, for the provisions of Sections 2.24 and 2.25 to be applicable in the State of Nevada, the provisions of these Sections shall be effective on the eighth (8th) day following such action.

### **ARTICLE III Transfers**

- 3.1 Employers signatory to this Agreement may move their employees within the area of this Agreement. The Local Union shall be notified of the establishment of a new headquarters.

At the completion of a job, the Employer will transfer the employees to another job within thirty (30) calendar days, provided they have worked for the Employer thirty (30) calendar days, or he shall terminate them.

### **Outside Employers**

- 3.2 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.

### **Employees Not Loaned**

- 3.3 The Employer shall not loan or cause to be loaned workers in his/her employ to any other Employer without first securing permission of the Union and then only when applicant possessing the required skills are not available through the Referral Procedure.

### **Dues Deduction**

- 3.4 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.

### **Subcontracting**

- 3.5 No Employer shall directly or indirectly, or by any subterfuge, sublet or contract with any of his/her employees or the employees of any other Employer who is party to this Agreement, all or any part of the labor services required by contract or such Employer.

Any Employer who sublets or contracts work which is described under "Purpose and Scope of this Agreement" to a subcontractor shall notify the Local Union having jurisdiction of the name of such subcontractor, his/her permanent address, and the location and nature of the work subcontracted.

### **No Kick-Backs**

- 3.6 No Employer, employee or their agents shall give or accept directly any rebate of wages. Any Employer found violating this provision shall be subject to having this Agreement terminated upon written notice thereof being given by the Union.

### **Contractors Qualifications**

- 3.7 Certain qualifications, knowledge, experience, and financial responsibility are required of an Electrical Contractor. Therefore, an Electrical Contractor is a person, firm, or corporation having these qualifications and maintaining a permanent place of business other than his/her residence, a suitable financial status to meet payroll requirements, and employs at least one (1) Journeyman Lineman regularly. A Contractor/Owner may work as a Foreman provided he is working no more than two (2) crews in the jurisdiction.

It is specifically agreed by the parties hereto that one (1) of the purposes of this Section is to prevent, whether by direct or indirect methods the practice of double-breasted companies, as that term is used and commonly understood in the contracting industry. Therefore, no contractor shall form any other company, or join with any company not a party to this Agreement where the object or result of such action is that work traditionally performed by members of the IBEW will be performed by employees under less favorable terms and conditions than are set forth herein. No contractor, nor any stockholder of contractor, shall directly or indirectly hold an ownership interest or serve as an officer, director or supervisory employee in any other firm which engages in the performance of electrical contracting work through employees whose wages, fringe benefits or working conditions are less beneficial than those provided by the Agreement.

### **Care of Tools**

- 3.8 Workers employed under the terms of this Agreement shall use reasonable care in the

installation of material and shall perform all work in a workman-like manner and as directed by the Employer or his/her Representative, as provided in 6.2 and in the safe keeping and preservation in good condition of the Employer's tools or equipment issued to them, provided the Employer furnishes the necessary lockers, tool boxes, or other safe places for the storage of them.

### **Social Security Payments**

- 3.9 For the employees covered by this Agreement, the Employer shall make regular payments to the Federal and State Government for Social Security and Unemployment Insurance, as provided by law, and shall carry Workmen's Compensation and shall furnish satisfactory proof to the Union upon request.

### **Steward Clause**

- 3.10 The Business Manager of the Union shall have the right to appoint a Steward at any shop or job or on any crew where workers are employed under the terms of this Agreement. The Employer shall not make 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 his/her desire to make such transfer and having secured Union's approval of the transfer proposed. Such Steward shall see that this Agreement and Working and Safety Rules are observed and he 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.

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 the Steward, the dispute will be referred to the Labor-Management Committee established by Section 1.5 for the adjustment thereof.

#### **Access to Jobs**

- 3.11 The Representative of the Union shall be allowed access to any shop or job at any reasonable time where workers are employed under the terms of this Agreement.

#### **Promote Electrical Industry**

- 3.12 The policy of the Local Union and its members is to promote the use of materials and equipment manufactured, processed, or repaired under economically sound wage, hour, and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

#### **Cause for Cancellation**

- 3.13 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 I.B.E.W., 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 I.B.E.W. or one (1) of its local unions as the collective bargaining representative of his/her employees on any electrical work in the jurisdiction of this or any other local union to be performed at the site of construction, alteration, painting, or repair of a building, structures or other work, will be deemed a material breach of this Agreement.

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

- 3.14 The Union agrees to refer applicants without regard to race, religion, creed, color, gender or handicap, and the Employer agrees to hire applicants under the same condition.

*The Employer shall not discriminate against employees in regard to hire or tenure of employment by reason of Union membership; provided, however, all workers, members of the Union or otherwise, shall be classified and receive the wage scale as provided in this collective bargaining agreement.*

- 3.15 The dangers and costs which 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 impairment should contain a strong rehabilitation component. The parties recognize the Employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the Employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy. Union will post in each office "Construction Contractors may pre-hire Drug Screen all applicants".

#### **ARTICLE IV**

#### **Hours-Wage Payments ~ Regular Work Hours**

- 4.1 Eight (8) hours work between 7:00 a.m. and 4:30 p.m. with thirty (30) minutes for lunch to start between the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) hour shall constitute a work day.

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.

#### **Change of Work Hours**

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 (5<sup>th</sup>) hour if starting time is changed more than one (1) hour.

If the majority of employees in a headquarters (75%) elect, 4-10's shall be allowed, provided the Employer and/or the customer agrees. If 4-10's are required by the customer, it shall be allowed without further approval process. Overtime shall be paid as

per Section 4.10. Four-tens shall be limited to Monday through Thursday or Tuesday through Friday. If the crew desires to make up missed days due to inclement weather or holidays, and the Employer agrees, they will be allowed to do so within the five (5) days of Monday through Friday. Anyone not wishing to make up the day will not be required to do so and will not be discriminated against. All make up days are to be scheduled for at least eight (8) hours.

### **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 (7½) 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 time 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.

### **Rate of Wages**

- 4.2 The rate of wages for the term of the Agreement shall be those set forth herein.

If workers are needed for special work not listed in the general classification, they shall be paid a wage that relates in importance to one of the classifications herein provided.

### **Pay Days and Penalties**

- 4.3 Wages shall be paid weekly, not later than Friday.

The payroll period shall end on Sunday at 12:00 Midnight.

In the event an employee doesn't receive his/her pay check at quitting time on pay day, he shall receive eight (8) hours pay at the straight time rate for each twenty-four (24) hours

or portion thereof until he receives it.

Whenever practical, a worker who quits a job shall be paid by 4:30 p.m. by payroll check before leaving the job, provided he gives his/her Foreman notice of his/her intention to leave the job by 1:00 p.m., two (2) days before he leaves the job. However, in the event the amount of money on the final check is greater than the amount due at the time of termination, or in the event that the worker does not give advance notice as described above, the worker's final pay will be mailed within seventy-two (72) hours after he quits (Saturdays, Sundays and Holidays excepted). In the event he does not receive his/her final check by the end of the seventy-two (72) hour period, he shall receive eight (8) hours straight-time pay for each twenty-four (24) hour period or portion thereof until he receives it. Postmark of mail to employee's last known address shall constitute compliance.

Workers who are to be laid off shall be notified of such layoff one (1) hour in advance of regular quitting time and be paid in full. They shall be given sufficient time before the termination of the work day to pick up their personal tools.

The Employer will request check cashing availability when the Steward has given notice of a bank in which the employees desire to cash their payroll checks.

### **Show-Up Pay**

- 4.4 (a) Any employee reporting for work on a scheduled work day, and does not start work for any reason beyond his/her control, and not having been notified prior to two (2) hours before starting time, shall be paid for two (2) hours at the applicable rate of pay (plus the applicable subsistence expense as set forth in Article V). Employees may be required to perform duties, including safety meetings, at headquarters during these two (2) hours. However, if an employee chooses to suspend work after having started work, due to inclement weather, the employee shall be paid for time worked only.
- (b) 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. If employees work on the job (four-tens) for more than eight (8) hours but less than ten (10), they shall be paid for ten (10) hours. If employees work on the job for eight (8) or more hours (ten (10) hours when working four-tens), they shall be paid for actual time worked. If the employee is terminated for cause or the employee quits, the employee shall be paid for the time worked only.

In the event the Employer rejects any applicant for employment as provided in Section 2.5, such rejection shall be made at the job site or shop unless the Employer has, within one (1) year prior to the referral for an

applicant, notified the Union in writing of the reason that it wished to reject the applicant. Applicants for work who are rejected shall receive the appropriate subsistence allowances as set forth in Article V, when rejected at the job site or shop. If an Employer rejects an applicant, he shall notify the Union of the rejection by letter within forty-eight (48) hours.

The Employer shall issue termination slips to all employees at the time of termination, such slip to show name of employee, classification in which employed, date of hire, date of termination, and reason for termination. A copy of all termination slips issued shall be mailed to the Union within forty-eight (48) hours following the time of termination.

It is agreed that, except in emergencies, employees shall not be required to work in rain or other inclement weather. However, if the employees choose to, and the Employer agrees, they will be allowed to work if they desire to do so. In the event of the inclement weather, employees shall report on scheduled work days unless otherwise instructed by the Employer at least two (2) hours before the regular starting time. No individual workers of the crews shall be called in to work except in extreme emergencies.

#### **Cancellation of Job**

- 4.5 Any applicant reporting for employment on a job to which he or she has been given bona fide referral by the dispatcher and is not given employment for at least eight (8) hours due to cancellation of the job, shall be paid for the day on which he or she reports, a minimum of eight (8) hours at the applicable rate of pay plus the applicable subsistence expense as set forth in Article V of the Agreement. This shall in no way be construed to modify any other provisions of Article IV.

#### **Minimum Call Out**

- 4.6 When an employee is called out for unscheduled overtime work from his/her home, he or she shall be paid for four (4) hours at the applicable rate of pay. If the four (4) hours overlap into his or her regularly scheduled work shift, the straight time rate of pay for that shift shall begin at the end of the four-hour period and end at the regular quitting time.

#### **Meal Periods**

- 4.7 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 (2.5) 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 (4.5) 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 \$15.00, 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. When Employees are working storm damage and they are sent from their regular show up to another location they will be provided meals and lodging until they are returned to their regular show up.

### **National Employees Benefit Fund**

- 4.8 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 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 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 this labor agreement.

### **Travel to Job**

- 4.9 The Employer shall pay for traveling time and furnish transportation for all employees from the place where they report for work each day and return to the same place at the end of each work day on all work within the jurisdiction of the Union.

## Holidays and Overtime

- 4.10 All work performed outside of the regular scheduled working hours and on Saturdays, Sundays, and the following holidays: New Year's Day, Martin Luther King Day (California only), Presidents Day (Nevada only), Memorial Day, Fourth of July, Labor Day, Veteran's Day (California only), Nevada Day (Nevada only), Thanksgiving Day and the Friday following, and Christmas Day, shall be paid for at double the regular straight-time rate of pay. Holidays falling on Saturdays and Sundays do not require the Employers to observe those holidays on a Friday or on Monday and the employees will not receive premium time compensation on those Friday's or Monday's.

## Health and Welfare

- 4.11 The parties signatory hereto shall enter into a Health and Welfare Plan for which there is a Trust Agreement, known as the *Line Construction Benefit Fund*, for the purpose of providing insurance benefits for eligible employees and/or their dependents.

Effective June 1, 2003, each Employer employing workers under this Agreement shall pay to the Line Construction Benefit Fund the sum of two dollars and seventy five cents (\$2.75) for each hour worked by all such employees, July 1, 2003 to the sum of three dollars and twenty-five cents (\$3.25), January 1, 2004 to the sum of three dollars and seventy-five cents (\$3.75), July 1, 2004 to the sum of four dollars and twenty-five cents (\$4.25), January 1, 2005 to the sum of four dollars and seventy-five cents (\$4.75), and January 1, 2006 to the sum of five dollars (\$5.00). Hours worked shall be deemed to include straight-time hours worked, overtime hours worked, and report time not worked.

If the Line Construction Benefit Fund does not reach the specified hourly contribution rate set forth above, the difference between the contribution rate and the above specified rate may be applied to the National Electrical Annuity Plan [NEAP] contribution amount or to wages.

Remittance shall be forwarded to the place designated by the parties hereto on or before the fifteenth (15th) day of each month for each hour worked in weekly payroll periods ending during the preceding month, together with a monthly payroll report on a form to be furnished to the Employer.

It is understood and intended by the parties to this Agreement that the purpose of this clause is to establish an Employer financed Health and Welfare Trust and that contributions thereto shall not be deemed to be wages to which any employee shall have any right other than the right to have such contributions paid over to the Trust fund in accordance herewith.

Failure of an individual Employer to make all payments provided for, including liquidated damages for late payments, within the time specified, shall be a breach of this Agreement and will further require action by the Trustees as set forth in the Trust Agreement.

Either party may open negotiations if costs increase during term of agreement. Health and Welfare subject to amendment during term of Agreement to provide possible alternatives to LINECO.

## **NATIONAL ELECTRICAL ANNUITY PLAN**

### **Pensions**

- 4.12 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 the specific contribution amounts set forth on the attached Exhibit A with a minimum contribution amount of Four Dollars and Fifty Cents (\$4.50), 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/her 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/her labor agreement.

### **Eight-Hour Rest Period**

- 4.13 When workers are required to work six (6) hours or more overtime outside of normal work shifts they shall be relieved for a rest period of eight (8) or more continuous hours, or they shall be compensated at the appropriate overtime rate of pay for all hours worked until released from work for eight (8) or more continuous hours. The Employer has the right to move the start of the work day back, so employees can have the eight (8) hour rest period.

## **ARTICLE V**

### **Headquarter – Pre-Bid and Pre-Job Conferences**

- 5.1 (a) Pre-Bid Conferences are recommended in the area of the Dispatching Local Union. Any deviations from the Agreement resulting from a Pre-Bid Conference shall be reduced to writing, signed and be binding on the



Employer and Union for the duration of the job to which they apply.

- (b) Prior to the start of any project covered by this Agreement, a Pre-Job Conference shall be held with the Local Union. The results of such conference shall be reduced to writing and shall be binding on both parties. The purpose of this conference shall be to inform the Union of the scope of the project, the estimated number of employees, the estimated schedule of operations and the location of the first reporting headquarters, as defined in Section 5.3.
- (c) For additional reporting headquarters, the Employer will give the Union three (3) days' notice prior to the transfer of employees to such headquarters, with the exception of reporting headquarters located on non-hard surfaced roads, in which case, the Employer will give two (2) weeks' notice prior to transfer. Should the parties fail to agree upon reporting headquarters, in accordance with Section 5.3 regarding headquarters on non-hard surfaced roads, they shall refer the matter to the Labor-Management Committee for its decision, whose decision shall be final and binding. The Labor-Management Committee shall meet within forty-eight (48) hours.

#### **Mileage - Subsistence**

- 5.2 (a) Riverside, Sacramento, San Diego and Reno, shall be considered dispatch points. Subsistence shall be paid at the rate of fifty cents (.50) per mile, one way based upon the nearest road miles from the main City Hall of the above-named cities, with the exception of Riverside which shall be the Dispatch Office, to the reporting headquarters with a flat rate of forty dollars (\$40.00) per day, for each day worked, or when workmen report for work as directed by the Employer.
- (b) Voluntary Terminations: A worker must work four (4) hours or until noon whichever is later, to be entitled to subsistence for the day.
- (c) When work is performed for Agencies other than Public Utilities, i.e., Municipalities or Governmental Agencies engaged in utility operations, subsistence will be paid based upon mileage computed as in the paragraph above, from the nearest named city above.
- (d) Employees covered under this Agreement shall not reside at any job headquarters.

#### **Headquarters**

- 5.3 (a) Headquarters, where employees report, shall have available toilet, parking area, facilities for safe-guarding workmen's tools and facilities for drying workers' clothes in inclement weather. There shall also be available adequate communication for emergency use and a parking area that is

fenced gated and locked during working hours.

- (b) Headquarters, where employees report for work, may be on any concrete or black-top road (hard-surfaced), where the above facilities are provided or on any non-hard surfaced road as hereinafter provided. Should the Employer require the worker to report on any non-hard surfaced roads, such roads shall be maintained in good repair, and the Employer shall pay an additional sum of eighteen cents (.18) per mile for such road, one way per day worked or when workers report for work as directed by the Employer.

### **Transfer of Employees**

- 5.4 At least three (3) regular work days' notice shall be given to the Union and the employees before workers are transferred from one reporting headquarters to another reporting headquarters. Upon failure to give three (3) days' notice, as stated above, the Employer shall pay one (1) additional day's subsistence for each day notice is not given, as defined in paragraph 5.2 to the existing shop headquarters. Where such penalty is applicable, it shall be based upon the headquarters from which the employee is being transferred.

The notice of transfer required by this Section to be given to the Union shall be in writing to the Local Union's Business Office. The postmark date of such letter shall govern compliance.

If the transfer is the result of the employee's request made through his/her Steward or if no Steward is available, the Business Representative, the reimbursement shall be waived.

### **Camp Accommodations**

- 5.5 If camp accommodations are provided in lieu of established accommodations, board and lodging will be provided by the Employer at no cost to the employee. A camp may not be established within twenty-five (25) miles of living accommodations.

### **Offshore Islands**

- 5.6 On offshore islands, the Employer shall furnish full subsistence. The employees shall receive applicable subsistence expense to the point of embarkation for each round trip to the island. Employees shall receive a minimum of eight (8) hours' wages each day they are required to remain on the island. An additional twenty-five cents (.25) per hour expense allowance will be paid for all hours worked on offshore islands.

**ARTICLE VI**  
**SAFETY AND WORKING RULES**

**Safety Rules**

- 6.1 The safety rules of the State having jurisdiction shall be observed by the parties hereto. It is recognized that the Employer has the exclusive responsibility for providing a safe and healthful workplace. To assist the Employer in maintaining an effective and continuing safety program, a permanent Joint Safety Committee shall be established, consisting of four (4) members from the Union and four (4) members from the Employers, who shall meet at regular times to administer educational instructions, investigate serious accidents, and to draft appropriate safety rules. Such rules as adopted by this committee, shall become a part of this Agreement.

**Foreman**

- 6.2 On any line job where two (2) or more Journeyman are employed, a Foreman shall be designated by the Employer. Employers under this Agreement shall not be restricted from assigning work to Foreman; when such practices are permitted in the Collective Bargaining Agreement between any IBEW Local Union and the utility customer.
1. Working Foreman may be called by name from the Out-of-Work registers. The applicant called by name must have signed the register not less than three (3) days prior to being referred, Saturdays and Sundays excluded.

Except as provided in Section 3.2, when the employer desires to employ a particular applicant as Foreman, he shall notify the dispatcher of the name of the applicant requested. Upon such request, the dispatcher shall refer the applicant, provided the applicant has been employed for a period of at least one (1) year in the past three and one-half (3½) years under a collective bargaining agreement between the parties to this Agreement. Only one (1) such Foreman shall be allowed on a crew at any one (1) time, and any Foreman called by name must remain in the position of Foreman while employed by the Employer.

2. No Working Foreman shall work when energized work is being performed on 600 volts or more by members of his/her crew.
3. No Foreman shall work when his/her crew is more than five (5) employees including himself, except that he may be the sixth (6th) employee when an Apprentice is on the crew.

No Foreman shall act as Foreman on more than one (1) crew, or job at one time. Workers shall be employed, laid off and if necessary, discharged only by the Foreman and shall receive all instructions on the job from him.

No Foreman of one job shall be transferred to another job for the purpose of working as a Journeyman on overtime unless previous connection with the overtime job requires

special consideration.

No worker shall be paid Foreman's pay unless he is working as a Foreman.

On any job where three (3) or more gang Foreman are employed, a General Foreman shall be designated by the Employer.

All Foreman and General Foreman must possess the qualifications of Journeyman Lineman, except for crews working on electrical foundations and underground electrical substructure work. A foreman on those crews may be a qualified person, as designated by the Employer.

Foreman and General Foreman shall not be discriminated against by the Union for performing as an Employer's representative. Any questions pertaining to this Agreement regarding disciplinary action of Foreman or General Foreman shall be referred to the Labor-Management Committee.

### **Lineman**

- 6.3 (a) Lineman employed under the terms of this Agreement shall provide themselves with the following tools: Hammer, pliers, (long-nose pliers on underground jobs), ruler, 12" crescent wrench, screwdriver, skinning knife, body belt, safety strap and climbers.
- (b) The classification Journeyman Lineman shall cover men operating equipment and machinery such as caterpillars, trucks equipped with winch and/or boom, hydraulically operated backhoe with or without front loader, hydraulic mounted booms and similar equipment.

### **Equipment Specialist**

- 6.4 Equipment Specialist may operate crawler tractors, Commercial Motor Vehicles, backhoes, trenchers, cranes (50 ton and below), overhead and underground distribution line equipment, and other mutually agreed upon equipment.

The parties will jointly develop a training program for this classification as soon as practical upon ratification of this Agreement.

### **Groundman**

- 6.5 Groundman shall work under the direct supervision of linemen at all times and shall assist linemen as directed in the performance of their work which includes the operation of jack-hammers, man-hauls, and the loading and unloading of materials and equipment, but under no circumstances shall a groundman climb poles, towers or structures, or work in the proximity of energized lines or equipment.

Groundman may operate pick-up trucks and light flatbed trucks.

Groundman may operate trucks used to service trucks and equipment on transmission lines.

Groundman may drive bucket trucks, line trucks, and light trucks on the job. Groundman may be required to place water and ice in water can.

Groundman shall furnish themselves with the following tools: hammer, pliers, ruler, 10" adjustable wrench and skinning knife.

Groundman may use hand-mechanized tools to assist tower and pole assembly.

### **Framing Poles**

- 6.6 The framing and erecting of poles, making, installing, and pulling guys and assembling and erecting fixtures shall be done by Lineman.

Groundman may assist Linemen in the performance of such work in accordance with the provisions of Sections 6.4 of this Article.

### **Digging Holes and Trenches**

- 6.7 Digging of pole and anchor holes and digging trenches for duct and cable installations and ground line treatment of poles by hand shall be done by Linemen, Cable Splicers and Groundmen, under the supervision of a Line Foreman. When holes are dug by a mechanical digger, the crew shall consist of at least two (2) workers, one (1) of which shall be a Journeyman Lineman. This crew may also drop poles in holes, except in primary energized lines.

### **Manning Line Crews**

- 6.8 (a) The erection of poles by hand and the stringing of all wire shall be done by regularly constituted line crews consisting of Foreman, Linemen, Groundmen, or Apprentice Linemen. Tamping and Line crews shall consist of Foreman, Lineman, Groundmen or Apprentice Linemen. In such crews the majority of men shall be Linemen, Foreman included.
- (b) When energized work on lines or equipment of 600 volts or more is performed except as noted in paragraph (c) below, the crew shall consist of at least three (3) Journeyman Linemen and one (1) Groundman, Foreman included, or two (2) Journeyman Lineman, one (1) Hot Apprentice, and one (1) Groundman, Foreman included. A Cold Apprentice may be substituted for a Groundman.
- (c) On G:O. 95 maintenance work, radio interference, maintenance work or other light maintenance work, limited to greasing insulators, tightening of hardware, guy replacement, a three (3) man crew consisting of three (3) Journeyman Linemen (Foreman included) or two (2) Journeyman Lineman (Foreman included) and one (1) Hot Apprentice.

### **Cable Crew - ("Bull Gang")**

- 6.9 Cable Crew ("Bull Gang"). A cable crew may be used on de-energized circuits to install ducts and enclosures, lay cables, pull cables in ducts by hand, and other work involving underground cable systems, excluding cable splicing and terminations of cables above 300 Volts.

The Foreman of a cable crew shall be either a Journeyman Lineman or a Cable Splicer. The remainder of the crew is to be made up of Journeyman Lineman, Apprentice Lineman or Groundmen. The crew size is to be limited to ten (10) employees.

For work involving energized cable or enclosures over 300 Volts, the crew shall have at least two (2) Journeymen Linemen, Foreman included, or one (1) Journeyman Lineman (Foreman included) and one (1) Hot Apprentice, and the remainder may be Groundmen. When such work requires that employees be inside an energized enclosure above 300 Volts, those employees shall be Journeyman Linemen or Apprentices. For work involving energized cable or enclosures under 300 Volts, such work shall be performed by a Journeyman Lineman (Foreman included) or a Hot Apprentice.

### **High Time - Bonuses**

- 6.10 Any tension dead-ending of 220KV or higher voltage required to be done in the air on steel towers at any height, shall require a bonus equal to the worker's straight-time rate. This bonus shall not apply to hanging the dead-end on the towers after it has been made up on the ground.

This bonus pay shall be at a minimum of two (2) hours and for each succeeding hour or portion thereof, shall be paid at the bonus rate.

Soft dead-ends made without supporting the ladder from the conductor shall not be at the bonus pay.

All workers required to work on any type of pole (lattice poles excepted) at the 75 foot level or higher shall receive a bonus equal to the workman's straight-time rate. This height will be measured from the ground level to the point of attachment to the structure of the material, or equipment, being worked on.

Any work performed from an aerial basket suspended from a headache ball or hook shall also require a bonus equal to the worker's straight-time rate.

### **Cable Splicing**

- 6.11 Journeyman Cable Splicers shall furnish only hand tools.
- 6.12 When two (2) Journeyman Cable Splicers are working on a job together, one of them shall be considered as Foreman and paid accordingly. When there are more than two (2) Journeyman Cable Splicers and two (2) Helpers, they shall have a Non-Working Foreman. A Cable Splicer Foreman shall be a Journeyman Cable Splicer.

All work of joining, splicing and insulating and the placing of flameproof covering where wiped lead joints are necessary, shall be performed by Cable Splicers. Journeyman Linemen, Cable Splicers or Apprentices shall be used in assisting Cable Splicers. Cable Splicers shall not be required to work on wires or cables where the difference in potential is over 300 Volts between any two (2) conductors or between any conductors and ground, unless assisted by another Journeyman Lineman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 600 Volts.

#### **Ratio For 55-Year-Old Journeyman**

- 6.13 Whenever possible on jobs employing five (5) or more Journeymen Linemen, every fifth Journeyman shall be fifty-five (55) years of age or older.

#### **Overalls and Gloves**

- 6.14 On any job where employees are required to perform exceptionally dirty work, the Employer shall furnish overalls and gloves, and shall have such clothing cleaned or laundered or replaced at least twice a week. Employees shall sign for overalls, and be responsible for same.

When work is performed on towers or substation structures, the Employer shall furnish safety belts.

#### **Aircraft Rules and Insurance**

- 6.15 When employees are transported, working around, near, with or underneath aircraft they shall be protected by a life and casualty insurance policy in the amount of \$250,000. in addition to regular Workers' Compensation coverage.

A Journeyman Lineman shall perform the necessary rigging of any material or equipment to be carried by a helicopter and to unhook the rigging when it is carried to the job site by helicopter.

#### **Man-Hauls**

- 6.16 Each employee shall be provided with a place to sit in a man-haul and the number of employees who shall ride in the cab shall not exceed the number the vehicle was designed to carry in the cab. All man-hauls shall be provided with covers. No tools or materials shall be carried in the crew compartment when it is being used to transport employees.

#### **Clipping and Spacing**

- 6.17 No conductor shall be clipped in until it is in permanent dead-end or field snub, with safety.

No spacing shall be done until the conductor supporting the worker is clipped in for eight

(8) consecutive towers immediately between the worker and the dead-end or field snub.

No spacing shall be done during inclement weather, including rain, snow, heavy fog, excessive wind or icing conditions.

No worker shall climb up or down the insulators.

### **Employer Signs**

6.18 Employers employing workers under the terms of this Agreement, shall have the name of their firm displayed in easily visible letters on all trucks used for carrying materials or employees.

The size of the letters shall be a minimum of one and one-half (1½) inches.

### **Certified Welder**

6.19 A Certified Welder is a Journeyman who has been certified under applicable Federal Regulations and may be assigned other Journeyman work when not engaged at welding.

### **First Aid Requirement**

6.20 At such time as it becomes required by law, the following provisions shall be inserted into the Agreement:

- 1) All applicants shall have a current Red Cross CPR Card.
- 2) All applicants shall have a current Red Cross First Aid Card.

It is further recognized that the parties to the Agreement will work toward implementing appropriate training for any required certification.

## **ARTICLE VII** **SAVINGS CLAUSE**

7.1 Should any provisions 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.

## **ARTICLE VIII** **APPRENTICESHIP**

8.1 The Area Training Agreement entered into between the Western Line Constructors Chapter of NECA, and IBEW local union number 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 1% of the gross monthly labor payroll. Apprentices' wages and ratio of apprentice to Journeymen are specified in the Area Training Agreement.

## **ARTICLE IX** **INDUSTRY FUND & NLMCC**

9.1 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 labor 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.

9.2 **National Labor/Management Corporation Committee (NLMCC)**

(a) 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.

(b) 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.

(c) Each employer shall contribute one cent (1¢) 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 Western Line Constructors Chapter, Inc., NECA, Inc. 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, Inc., or its designee, shall be the collection agent for this Fund.

(d) 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 the 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 attorney's fees.

### 9.3 Administrative Maintenance Fund

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 15<sup>th</sup> 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.

## **ARTICLE X**

### **DELINQUENCIES - AGREEMENT AND TRUST FUNDS**

- 10.1 The purpose of this Section addresses methods and schedules to be applied when firms have not complied with the specified and timely reporting to trusts and depositories in other parts of this Agreement, i.e., NEBF, NEIF, Apprenticeship, Pension, Union dues, and LINECO.

Employer reports and accompanying funds for these reports must be received at the fund location on or before fifty (50) days from the first day worked, which is being reported. All reports not having been received by the fund before the 51<sup>st</sup> day will be required to be present at a Labor-Management Meeting to be held between the 50<sup>th</sup> and 60<sup>th</sup> day.

Any contractor required to attend the Labor-Management Meeting will present completed reporting forms at the same Labor-Management Meeting, which shall be forwarded to each trust fund or fund in which a delinquency exists for that Employer. A contractor confirmed to be delinquent at this Labor-Management Meeting will be required to pay all delinquent accounts by the 75<sup>th</sup> day from the first day worked, which is being reported.

Failure by any firm to pay all delinquent accounts in full by the 75<sup>th</sup> day will result in a 72-hour notice by the business agent. The bargaining employees will be removed from all work and no further referrals will be made until all accounts are paid in full.

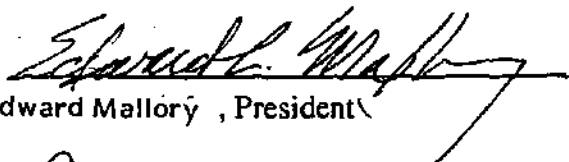
Failure of any firm to appear at the Labor-Management Meeting with completed reporting forms will be automatic cause for the Labor-Management Committee to instruct the business agent to remove all bargaining employees from all work and not refer any other personnel until all accounts are reported and paid in full.

Any contracting firm having a second or more delinquency within a twelve-month period following the first, will be cause for an automatic twenty percent (20%) liability penalty. The twenty percent (20%) penalty shall be forwarded together with full payment to the individual fund or trust fund affected, by the 75<sup>th</sup> day of any delinquency as calculated above.

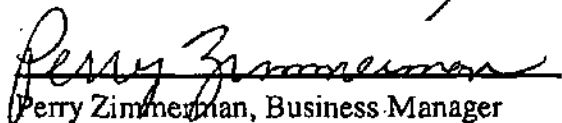
The time tables as outlined above does not alter or relieve any firm from making timely reports and payments to the individual trusts or funds outlined in other Articles or Sections contained herein.

California Outside Line Construction Agreement between Western Line Constructors Chapter Inc., NECA, Inc. and Local Union 1245 of the International Brotherhood of Electrical Workers, AFL-CIO.

Signed for Local Union 1245, International Brotherhood of Electrical Workers, AFL-CIO



Edward Mallory, President

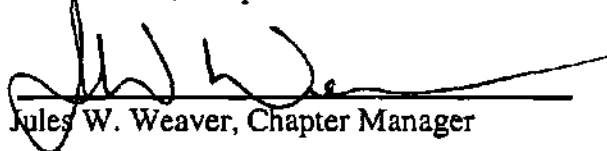


Perry Zimmerman, Business Manager

Signed for Western Line Constructors Chapter Inc., NECA, Inc.



Bob Briscoe, Chapter President



Jules W. Weaver, Chapter Manager

**EXHIBIT A  
WAGE EXHIBIT**

<b>CLASSIFICATION</b>	<b>% of JL</b>	<b>6/1/03</b>	<b>6/1/04</b>	<b>6/1/05</b>	<b>Pension NEAP 6/1/03</b>	<b>Pension NEAP 6/1/04</b>	<b>Pension NEAP 6/1/05</b>
Journeyman Lineman	100%	34.01	35.01	36.51	4.98	5.18	5.28
General Foreman	120%	40.82	42.02	43.82	5.94	6.14	6.24
Cable Splicer Foreman	110%	37.41	38.51	40.16	5.46	5.66	5.76
Foreman	110%	37.41	38.51	40.16	5.46	5.66	5.76
Cable Splicer	100%	34.01	35.01	36.51	4.98	5.18	5.28
Equipment Specialist	85%	28.91	29.76	31.03	4.50	4.50	4.50
Groundman	65%	22.11	22.76	23.73	4.50	4.50	4.50
Powderman	95%	32.32	33.27	34.69	4.54	4.54	4.54
Lineman, Welding	105%	35.71	36.76	38.33	5.22	5.42	5.52
Apprentice 1 <sup>st</sup> - 6 months	60%	20.41	21.01	21.91	4.50	4.50	4.50
Apprentice 2 <sup>nd</sup> - 6 months	65%	22.11	22.76	23.73	4.50	4.50	4.50
Apprentice 3 <sup>rd</sup> - 6 months	70%	23.81	24.51	25.56	4.50	4.50	4.50
Apprentice 4 <sup>th</sup> - 6 months	75%	25.51	26.26	27.38	4.50	4.50	4.50
Apprentice 5 <sup>th</sup> - 6 months	80%	27.21	28.01	29.21	4.50	4.50	4.50
Apprentice 6 <sup>th</sup> - 6 months	85%	28.91	29.76	31.03	4.50	4.50	4.50
Apprentice 7 <sup>th</sup> - 6 months	90%	30.61	31.51	32.86	4.50	4.50	4.50

**EXHIBIT B**  
**SAFETY SUPPLEMENT**

1. All man-lift equipment used on or near energized lines and equipment shall be equipped with dual controls. One set of controls to be located on the vehicle to be operated from the ground and the other set in or near the bucket or platform to be operated by the workman working thereon. On de-energized lines and equipment, that are six (6) feet or more from energized lines or equipment, man-lift equipment with ground controls only may be used, providing that a Journeyman workman is in the area adjacent to the controls at all times, and shall be assigned no other duties while the man-lift equipment is in use.
2. Only Journeyman Electrical Workers or 4th Step Apprentices (under continuous supervision and instruction of a Journeyman Electrical Worker) shall be assigned to work on lines or equipment energized in excess of 750 volts and except in case of emergencies involving hazards to life or property, no such employee shall be assigned to work alone. During the time an employee is doing work on any such energized parts of the line, another qualified employee in a position to render immediate assistance in case of accident or to assist in prevention of an accident, shall act only as an observer.
3. Once each week on all distribution jobs and steel jobs involving wire stringing and erection crews there shall be a safety meeting. Once every other week on steel crews not involved in erection or wire stringing there shall be a safety meeting on the job. The scheduled day for the safety meeting will be determined at the pre-job conference. These safety meetings shall be thirty (30) minutes in duration and shall begin as close to starting time as practicable and shall be devoted to safety discussions and pole top resuscitation, prone pressure resuscitation and general safety procedure. These meetings shall apply to all line crews working under this Agreement as defined above. A record of this meeting shall be kept by the Steward and a report of this meeting, including all matters discussed, shall be sent to the Union office and to the N.E.C.A. Chapter Office.
4. The phrase, "Temporary Construction," shall not exclude or change any of the safety rules.
5. A report of all accidents shall be sent to the Union office and the N.E.C.A. Chapter office (on the forms furnished by the Union to the Stewards). In case of accident to the Steward, an employee designated by the Steward (other than the Foreman or employee in charge), shall submit the report.

**EXHIBIT C  
TEMPORARY UPGRADES**

April 3, 1986

Mr. Joe Duffey, Chapter Manager  
WESTERN LINE CONSTRUCTORS CHAPTER  
National Electrical Constructors Association  
Graystone Plaza, Suite 16  
1174 East 2700 South  
Salt Lake City, Utah 84106

Dear Mr. Duffey:

Pursuant to the recent tentative settlement in general negotiations, the parties agreed to the following supplement to the Outside Line Construction Agreement:

*Employers may advance Journeyman to Foremen as needed and also may advance an employee to jobs of a higher classification when the employee's referral slip shows that such is his/her regular classification, and these will not be considered a "temporary upgrade" as defined herein. The Employer shall notify the Steward during the same work day of such advancements.*

*Should the Local Union be unable to refer applicants to the Employer for the classification requested, the Employer may, by agreement with the Business Manager or his/her Representative, advance workers on the job to higher classifications of work which they are able to perform. Such advancement shall be considered a "temporary upgrade" and the Employer shall notify the Union in writing of the names of such workers temporarily upgraded on the job.*

*All "temporary upgrades) shall end at the conclusion of the job for which they were made unless otherwise agreed to by the Local Union.*

If you agree with the above, please sign and return one executed copy.

By: /s/ Joe Duffey  
Joe Duffey  
Manager  
Western Line Constructors  
Chapter of N.E.C.A., Inc.

By: /s/ Jack McNally  
Jack McNally  
Business Manager  
International Brotherhood  
of Electrical Workers,  
AFL-CIO

**EXHIBIT D**  
**REFERRAL SYSTEM ADDENDUM**

April 3, 1986

Mr. Joe Duffey, Chapter Manager  
WESTERN LINE CONSTRUCTORS CHAPTER  
National Electrical Contractors Association  
Graystone Plaza, Suite 16  
1174 East 2700 South  
Salt Lake City, Utah 84106

Dear Joe:

This letter shall confirm our discussions during negotiations, that the following procedures are part of the referral system of this Union, regarding the Agreement with the Western Line Constructors Chapter of N.E.C.A.:

- (a) An applicant who becomes employed in the electrical industry shall have his name removed from the Out-of-Work List.
  
- (b) Employers shall advise the Union of the number of applicants no later than closing time the last normal workday preceding the day the applicants are to be referred.

Yours truly,

/s/ Jack McNally  
Jack McNally  
Business Manager



**EXHIBIT E**  
**GRIEVANCE PROCEDURES**

**STEP ONE:** A Grievance must be filed no later than five (5) days after the date of action complained of, or the date employee became aware of the incident which is the basis for the Grievance, whichever is later.

**STEP TWO:** All Grievances shall be presented orally by the aggrieved employee and a Shop Steward or a Union Business Representative to the aggrieved employee's immediate supervisor. Both parties shall put forth their best efforts to resolve the Grievance at this level within seventy-two (72) hours. If the Grievance is not resolved within seventy-two (72) hours of the oral discussion, Step Three shall be followed.

**STEP THREE:** In the event that the Grievance is not settled by the procedure in Step Two, the Union Business Representative shall, not later than ten (10) calendar days after the completion of Step Two, present the Employer with the Grievance in written form, setting forth the following:

- a. A statement of the Grievance and the facts upon which it is based.
- b. The Section or Sections of the Agreement relied upon or claimed to have been violated.
- c. The remedy or correction which is desired.

In the event either party desires a meeting to discuss the Grievance, the parties shall meet within ten (10) calendar days from receipt of said Grievance for the purpose of discussing the Grievance. The party served with written notice of the Grievance shall within ten (10) calendar days after the aforementioned meeting, or in the event no meeting is held within ten (10) calendar days after the receipt of the Grievance, answer the Grievance in writing.

**STEP FOUR:** In the event the Grievance is not settled in Step Three, it shall be referred to the Labor-Management Committee.