

AGREEMENT

between

LOCAL UNION NO. 89

and

LOCAL UNION NO. 659

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO

and

NORTHWEST LINE CONSTRUCTORS CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION

Effective July 1, 2023

Through June 30, 2026

PREAMBLE

Agreement by and between the Northwest Line Constructors Chapter of the National Electrical Contractors Association, Inc Local Union No. 89 and Local Union 659, 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 Northwest Line Constructors Chapter of the N.E.C.A. and the term "Union" shall mean Local Union No. 89, I.B.E.W and Local Union 659, I.B.E.W.

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

WHEREAS, there has existed a permanent continuing Collective Bargaining Agreement between the parties which has been amended from time to time, copies of which are on file, and

WHEREAS, the aforementioned permanent continuing Collective Bargaining Agreement as amended contains a procedure for effectuating changes;

NOW, THEREFORE, it is hereby agreed that without terminating or in any manner affecting any other provision of said continuing Agreement, this Agreement as hereby amended is entered into by and between the "Chapter" and the "Union" and they hereby mutually establish and agree upon the working conditions and wage schedule hereinafter set forth.

PURPOSE AND SCOPE OF THIS AGREEMENT

The intent of this Agreement is to establish uniform conditions of employment for Telephone and Communications Workers as outlined below:

I.B.E.W., Local Union No. 89 is presently chartered by the International Brotherhood of Electrical Workers (AFL-CIO) to cover all such outside electrical communications work in the State of Washington, and also the ten (10) northernmost counties of the State of Idaho, Local Union No. 659 is presently chartered By the international Brotherhood of Electrical Workers (AFL-CIO) to cover all such outside electrical communications work in the State of Oregon, except Malheur county and Siskiyou, Modoc and Del Norte Counties in northern California. The Northwest 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 IBEW Local Unions, therefore, the territorial scope of this Agreement shall uniformly cover the above area.

The scope of work covered under this Agreement, and workmen employed under the provisions of this Agreement, shall perform all production and maintenance work as follows:

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 men, tools or equipment; the loading and moving of materials from the first drop; the handling, assembly or erection of all material, including the guying, stringing of conductors or other work necessary on through to the ultimate completion of such pole line work.

2. Telephone, TV Cable and/or communication underground work shall be covered as follows: The moving of men, tools or equipment; the loading, moving or assembly of all telephone materials or raceways, such as duct, from the first drop; the operation of any equipment used in the opening of trenches, ditches or excavations and the refilling or covering of the same; the operation of all equipment used in clearing; ripping and plowing in cable; shall be performed by workmen under this Agreement. This shall also include the placing of fish wire, the pulling of cables or wires through such raceways and the splicing of such conductors.
3. Telephone, TV Cable and communications equipment work, as covered by the Agreement, shall include central office equipment, PAX and PBX equipment, station equipment, key sets, teletype, carrier installation, micro-wave systems and all such apparatus or equipment used in the communication industry. This includes the cabling, wiring and connecting of all such equipment.
4. In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or materials on the job site, as well as the equipment used to move, raise or place materials used in the outside branch of the Telephone Communication industry, shall be performed by workmen under this Agreement.

BASIC PRINCIPALS

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

ARTICLE I EFFECTIVE DATES - CHANGES TERM OF THE AGREEMENT

- * Section 1.01. This Agreement shall take effect July 1, 2023 and shall remain in effect through June 30, 2026 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter from July 1 through June 30 of each year, unless changed or terminated in the way later provided herein.

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

- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- (c) The existing provisions of the Agreement, including this article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such 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.

DISPUTES

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

Section 1.05. **Labor Management Committee** 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 forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Unions shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06. **Dispute Adjudication** 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 forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

Section 1.07. All matters coming before the Labor-Management Committee shall be decided by majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

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

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

ARTICLE II REFERRAL PROCEDURE

Section 2.01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 2.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 2.03. The Employer shall have the right to reject any applicant for employment.

Section 2.04. **Nondiscrimination-Applicant Referral** 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, by-laws, 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.

Section 2.05. The Union shall maintain a register of applicants for employment established on the basis of the Classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the Classification or Classifications for which he qualifies.

CLASSIFICATION A TELEPHONE LINEMAN, TELEPHONE CABLE SPLICER, INSTALLER REPAIRMAN, CATV LINEMAN, CENTRAL OFFICE INSTALLER

GROUP I All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for a period of at least one year in the last two years, in the geographical area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have two or more years' experience in the trade.

GROUP III All applicants for employment who have one 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 for at least six months in the last two years in the geographical area covered by the collective bargaining agreement.

GROUP IV All other applicants for employment who have experience in the trade and have the necessary qualifications pertaining to their classification.

**CLASSIFICATION B
EQUIPMENT OPERATOR**

GROUP I All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed in the normal construction labor market area for a period of at least one year in the last two years, in the geographical area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have one or more years' experience in the trade.

GROUP III All applicants for employment who have six months' or more 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 months in the last two years in the geographical area covered by the collective bargaining agreement.

GROUP IV All applicants for employment who have experience in the trade.

**CLASSIFICATION C
GROUNDMAN**

GROUP I All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed in the normal construction labor market area for a period of at least one year in the last two years, in the geographical area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have one or more years' experience in the trade.

GROUP III All applicants for employment who have six months' or more 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 months in the last two years in the geographical area covered by the collective bargaining agreement.

GROUP IV All other applicants for employment.

Section 2.06. **Employer Hire** The Union shall have 24 hours from time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, to fill a dispatch request from their Teledata Out of Work List. Employer shall be free to secure applicants following the 24th hour or If there are no eligible applicants on the list, without using the Referral Procedure. Employer shall notify the Union of name and Social Security Number of new hires within 5 working days.

Section 2.07. **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:

Section 2.07. (a) **Labor Market Jurisdiction** The State of Oregon, (Except Malheur County) State of Washington, Siskiyou, Modoc and Del Norte Counties in the State of California and in the State of Idaho, Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce and Shoshone Counties, including the area determined by the Secretary of Labor and the commuting distance adjacent to the geographical areas.

Section 2.07.(b) **Dispatch Center** Dispatch point will be Arlington, Washington and Central Point, Oregon.

Section 2.07.(c) **Davis Bacon Prevailing Wage Areas** The above geographical areas are 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 to which this Agreement applies.

Section 2.08. **Resident** means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year, or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 2.09. **Out of Work List** The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 2.10. **Renewals** An applicant who has registered on the "Out of Work List" must renew his application every thirty (30) days or his name will be removed from the "List".

Section 2.11. **Re-registration** An applicant who is hired and who receives, through no fault of his own, work of forty hours or less, shall, upon re-registration, be restored to his appropriate place within his Group.

Section 2.12. **Referral Requests by Employer** Employer shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then Group III and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his

appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place with the GROUP.

Section 2.12 (a) **Repeated Discharge** An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three* business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks or longer depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 2.13. **Appeals Committee** 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.

Section 2.14. **Exceptions to Referrals** The only exceptions which shall be allowed in this order of referral are as follows

Section 2.14.(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.

Section 2.15. 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 2.04. through 2.15. of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 2.16. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 2.17. A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 2.18 A Company may subcontract work governed by this agreement so long as no members of the bargaining unit are laid off due to lack of work in the classification doing the subcontracted work, or where the subcontracting would result in the layoff of members of the bargaining unit qualified to perform the work. The company will not replace regular full time positions with contractors, except on a temporary basis.

ARTICLE III

UNION SECURITY CLAUSE

Section 3.01. **Union Recognition** The Employer recognizes the Union as the sole Collective Bargaining Agency between itself and the employees covered under this Agreement.

Section 3.02. **Union Security** All workmen employed by the Employer shall, as a condition of employment, tender the full and uniform admission fees in effect in the Local Union on the eighth day following the beginning of employment under this Agreement or the effective date of this Agreement, whichever is later.

Section 3.03. In the event that the Union does not accept into membership any workman tendering the admission fee 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 workman into membership, in which case said workman shall be required to tender the full and uniform admission fees in effect in the Local Union not later than eight days following notification by the Union and shall thereafter be required to maintain his membership by paying monthly dues and/or additional working dues in accordance with the provisions of the foregoing paragraph. In the event that such workman fails to comply with the Paragraph, the Union shall notify the Employer and the Employer shall discharge said workman within forty-eight (48) hours.

ARTICLE IV

EMPLOYER RIGHTS - UNION RIGHTS – GRIEVANCES

Section 4.01. Employees covered by this Agreement, except those meeting the requirements of "Employer," as defined herein, shall not contract for any electrical communications work.

Section 4.02. The Union will not make available the Referral System to other Employers engaged in the same class of work as the Employer unless such other Employers comply with the terms and conditions of this Agreement, in which event the Union will make available the Referral System in accordance with Article II hereof. This Section shall not be construed to affect the right of the Union to enter into Bargaining Agreements with Utility Companies, Municipals, Government Agencies engaged in Utility Operations.

Section 4.03. 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 such concession.

Section 4.04. Employees covered by this Agreement who become Telephone and Communication Employers shall not rotate back and forth as Telephone and Communication Employer and Workman.

Section 4.05. **Full Portability** Employers signatory to this Agreement may move their employees within the Local Union's jurisdiction and bring in employees from other jurisdictions. The Local Union shall be notified.

Section 4.06. The Employer shall not loan or cause to be loaned workmen in this employ to any other Employer without first securing permission of the Union and then only when applicants possessing the required skills are not available under the Referral Procedure.

Section 4.07. **Automatic Dues Deduction** 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.

Section 4.08. No Employer shall directly or indirectly, or by any subterfuge, sublet or contract with any of his employees or the employees of any other Employer who is a party to this Agreement, all or any part of the labor services required by any contract or such Employer.

No Employer shall rent or accept the loan of cars, trucks, tools or any other equipment from any of his employees or the employees of any other Employer who is a party to this Agreement.

Section 4.09. **Rebate of Wages** No Employer, employee or their agents shall give or accept directly or indirectly, any rebate of wages. Any Employer found violating this provision shall be subject to having his Agreement terminated upon written notice thereof being given by the Union.

Section 4.10. **Employer Definition** Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Telephone and Communication Industry. Therefore, an Employer who contracts for telephone and communication work is a person, firm or corporation having these qualifications and maintaining a permanent place of business other than his residence, a suitable financial status to meet payroll requirements and employs at least one (1) Journeyman regularly, and no Employer shall work as Foreman or work with tools.

Section 4.11. **Employee Responsibilities** Workmen employed under the terms of this Agreement shall use reasonable care in the installation of material and shall perform all work in a workmanlike manner and as directed by the Employer or his representative, as provided in Section 7.02., 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. Any claim by an Employer that any workman has caused the loss of or damage to tools and equipment in a careless and negligent manner shall be a grievance as defined in Section 1.04.

Section 4.12. For the employees covered by this Agreement, the Employer shall make regular payments to the Federal and State Government for Social Security, Workmen's compensation and Unemployment Insurance as provided by law, and shall furnish satisfactory proof of such to the Union upon request.

Section 4.13. **Union Stewards** The Business Manager shall have the right to appoint a Steward at any shop or on any job where workmen are employed under the terms of this Agreement.

The Steward shall, upon request to the Employer's Authorized Representative be given sufficient time during regular working hours and furnished transportation to see that this Agreement is observed. The area of his assignment shall be as agreed to between the Union and the Employer.

Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to any alleged violation of the Agreement.

The Employer shall notify the appropriate Local Union prior to layoff, transfer or termination of the Shop Steward.

The Steward and the Employers Authorized Representative on the job shall periodically review the distribution and allocation of scheduled overtime work and the Steward shall be included in all scheduled overtime of two (2) or more men.

Section 4.14. **Union Access to Job Sites** The Representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

Section 4.15. 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.

Section 4.16. **Terminations** When terminating an employee for any reason, the Employer will provide the employee with a completed termination slip on a form to be provided by the parties to this Agreement. Such slip is to show the full name of the employee, classification in which employed, date of termination, reason for termination and whether or not the employee is eligible for rehire. The termination slip should be given to the employee at the time of termination, or will be mailed or emailed no later than the next work day after termination to the employee at his last known address or email address, with copies to the Local Union and the N.E.C.A. Office.

Section 4.16 (a) **Nondiscrimination-Terminations** In applying the above provision, the Employer shall not discriminate against employees in regard to hire or tenure of employment by reason of Union membership, provided, however, all workmen, members of the Union or otherwise, shall be classified and receive the wage scales provided in this Collective Bargaining Agreement.

Management's Rights

Section 4.17. 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.

GRIEVANCES

Section 4.17 (a) Any employer, employee, or the Union may file a grievance. Grievances initiated by the Employer or the Union shall be initiated at Step Two.

Section 4.17 (b) **Issue Resolution** Any employee having a grievance may present it in person when the Steward has been given an opportunity to be present, or the Steward may present such grievance. In either case it shall be presented to the Foreman or Supervisor in charge in an endeavor to settle the grievance on the job. The foreman or supervisor shall have five (5) working days to render a verbal decision after the Issue Resolution meeting.

Section 4.18. **Step One** In the event the grievance is not settled during the Issue Resolution process an employee having a grievance as herein before stated shall present such grievance in writing, on an appropriate form provided by the Union, to the Shop Steward on the job or to a Business Representative of the Local Union, stating so far as possible the nature of his claim and the remedy he requests. A copy of the written grievance shall be presented to the appropriate employer or his designated representative in charge within 10 working days after receipt of the verbal decision from the Issue Resolution. The appropriate employer or his designated representative in charge shall have seven (7) working days to discuss the grievance with the Union and shall render a written response to the Union within seven (7) working days after the Step One discussion.

Section 4.19. **Step Two** If the grievance has not been settled during the Issue Resolution and Step One process the Union may request a Step Two meeting to discuss the grievance with the appropriate employer or his representative within seven (7) working days after the receipt of the Step One Response. The appropriate employer or his representative shall have seven (7) working days to meet with the Union to discuss the grievance and shall render a written response to the grievance within seven (7) working days after the Step Two meeting.

Section 4.20. In the event the grievance is not settled by the above procedure, the problem shall be presented to the Labor-Management Committee to be processed as set forth in Article I, Sections 1.05. through 1.09.

Section 4.21. All claims or grievances not presented within five (5) calendar days after the time they are alleged to have arisen, shall be forever waived. For purposes of this Section, a grievance is not considered to exist until the grieving party knows or could reasonably be expected to know of the alleged violation. Meetings referred to in the grievance procedure may, by mutual agreement of the parties, take place via telephone conference. All time limits in this grievance procedure may be extended by mutual agreement of the parties.

ARTICLE V

HOURS - WAGE PAYMENTS

Section 5.01. **Work Day** The regular work day shall consist of eight (8) consecutive hours between 12:00 am – 11:59 pm excluding a lunch period which will not exceed one (1) hour except where flexible working hours have been mutually agreed to by the employees and his/her supervisor.

Section 5.01.(a) **4/10's** The Company may schedule 4/10's if mutually agreed to by the employees and his/her supervisor. The forty (40) work week scheduled as 4/10's shall not be subject to overtime provisions until scheduled hours have been exceeded. Overtime will be paid after forty (40) hours.

Section 5.01.(b) **Work Week** The work week begins at 12:00 a.m. Monday and extends to 11:59 p.m. on Sunday. The regular work week shall normally consist of five (5) consecutive days.

Section 5.02. The minimum rate of wages effective July 1, 2023 and continuing through June 30, 2026 shall be those set forth in the Wage Schedule.

Section 5.02.(a) **Final Pay Check** Employees terminated by the Employer will have their tools and final pay check available to them at the time of termination.

Section 5.03.(b) **Paydays** Wages will be paid weekly not later than quitting time on Friday, or the last day worked (Thursday if on 4/10's)

Section 5.03.(c) **Late Paychecks** Should the Employer, for any reason under his control, fail to comply with (a) and/or (b) above, the Employee involved shall be entitled to receive for each twenty-four (24) hour period, or fraction thereof, thereafter until checks are available at Job Headquarters.

1st Occurrence: (Per Employer) per pay period in a six-month (6) calendar period.
_____ Two (2) straight-time hours.

2nd Occurrence: (Per Employer) per pay period in a six-month(6) calendar period.
_____ Four (4) straight-time hours.

3rd Occurrence: (Per Employer) per pay period in a six-month (6) calendar period.
_____ Eight (8) straight-time hours.

Section 5.03.(d) **Time Sheets** It shall be the responsibility of any employee working alone to have time sheets mailed or delivered to the Employer promptly after completion of the pay period. It shall also be the employee's responsibility to notify the Employer promptly if wages do not arrive by the scheduled time.

Section 5.03.(e) **Draws** Each employee during his first two (2) weeks of employment shall be entitled to one (1) draw, not to exceed fifty percent (50%) of his accumulated earnings.

Section 5.04. **Termination Pay** Any man reporting for work at starting time in the morning and being terminated before noon, not having been notified the day previous, shall be paid for four (4) hours' wages; if terminated any time after noon, he shall be entitled to eight (8) hours' pay. If an employee is terminated for cause, only the actual hours worked shall be paid. If a man's tools and belongings are not available to him at headquarters when he is terminated, he shall be paid only that time required to gather these items but not to exceed four (4) hours.

Section 5.05 **Holidays - Overtime** All work performed over forty hours in a work week and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the Friday following and Christmas Day, or days celebrated as such shall be paid at one and one-half (1 ½) times the regular straight time rate of pay.

Section 5.06 **NEBF** 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 no later than fifteen (15) calendar days following the end of each calendar month in which the hours were worked.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

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

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

Section 5.07. **Health & Welfare** The individual Employer shall contribute and forward monthly to the designated LINECO office, or their designated agent, the sum of 70% of the current LINECO Rate and deduct and forward 30% of the current LINECO Rate; effective July 1, 2024 the sum of 75% of the current LINECO Rate and deduct and forward 25% of the current LINECO rate; effective July 1, 2025 the sum of 80% of the current LINECO Rate and deduct and forward 20% of the Current LINECO Rate from each employee's paycheck for each hour worked by all such employees, and a completed payroll report prescribed by LINECO. Hours worked shall be deemed to include straight time hours worked, actual overtime hours, report time and shift premium hours not worked. The payment and the payroll report shall be mailed to reach LINECO, or their designated agent, not later than fifteen (15) calendar days following the end of each calendar month in which the hours were worked.

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 an employee shall have any right other than the right to have such contributions paid over to the Trust Fund in accordance therewith.

Failure of individual Employers 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.

Section 5.08 **Health and Welfare Contribution Increases** It is mutually agreed between the parties that, upon the recommendation of the Trustees and concurrence of the Labor-Management Committee, the contributions to the Health and Welfare program will be increased by the Employer, provided that sixty (60) days' written notice to the parties to this Agreement has been given prior to any action being taken which alters the present Health and Welfare payments.

Section 5.09 **Direct Deposit of Payroll Checks** Employers may utilize direct deposit of payroll checks under the following conditions:

1. Utilization of direct deposit by the employer must be mutually agreeable between the employer and the individual employee.
2. The employee may withdraw the option to utilize direct deposit of his or her payroll check at any time by giving written notice to their employer. Written notice shall be considered to have been given if delivered via fax, e-mail or letter.
3. Failure by the employer to make the funds available on the regularly recognized payday does not relieve the employer of any conditions stated under Section 5.03 (c).

5.10 **Electronic Reporting of Benefits** – The parties agree that payroll reports and benefits maybe collected by the assigned collection agent through the process of electronic submission.

ARTICLE VI SAFETY AND WORKING RULES

Section 6.01. The “**Communication Workers Safety Rules**” of the State having jurisdiction shall be observed and copies shall be made available by the Employer and the Union. The Rules provide the minimum standards of safety to be observed by the Employer and the workmen.

Section 6.01.(a) **Safety Meetings** Safety meeting will be held for all employees. A total of one (1) hour per month shall be allocated for such meetings.

Section 6.01.(b) **Operating conditions** applicable to helicopter use under this Agreement will be as set forth on the pages following the Wage Scales.

Section 6.01.(c) **Alcohol and Substance Abuse** The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or

local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

Section 6.02 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and regulations.

Section 6.03. Cable Splicers shall furnish the following tools: Hammer, pliers, rule, 12” crescent wrench, screwdriver, skinning knife, body belt, safety strap, climbers, electrician’s scissors and chipping knife. In addition, Cable Splicers shall be required to furnish the following tools: Beco Test Set or equal, Head Set w/cord w/Transfer Clips, Bullet Bond Tool, Tab Shears, Tac Hammer, Terminal wrench, 3/8” drive sockets, scotch lock tool.

Section 6.04. Linemen employed under the provisions of this Agreement, when required, shall provide themselves with the following tools: Hammer, pliers rule, 12” crescent wrench, screwdriver, skinning knife, body belt, safety strap and climbers.

Section 6.05. On all jobs requiring five or more Journeymen, at least every fifth Journeyman, if available, shall be 50 years of age or older.

ARTICLE VII
Administrative Maintenance Fund

Article 7.01 ADMINISTRATIVE MAINTENANCE FUND – All Employers signatory to this Labor Agreement shall contribute one-quarter percent (.25%) 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 contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15th of the month. This fund shall be administered solely by the Northwest Line Constructors 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 VIII
NECA-IBEW NATIONAL LABOR-MANAGEMENT COOPERATION FUND

Section 8.01. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §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 organization effectiveness;
3. to assist worker 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.

Section 8.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03. 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 ___North West Line Chapter, NECA. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Northwest Line Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent

to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

Section 9.05. The 1 cent-per-hour contribution for the National LMCC is to be paid from the Local LMCC Fund. There will be no increase in the wage/fringe package for this contribution.

Local LMCC Fund

Section 8.05. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

1. to improve communications between representatives of Labor and Management;
2. to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5. to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
6. to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

7. to engage in public education and other programs to expand the economic development of the electrical construction industry;
8. to enhance the involvement of workers in making decisions that affect their working lives; and,
9. to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 8.06 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.07 Each employer shall contribute zero. 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 Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.08. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the

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

Article IX

Section 9.01. It shall not be considered a violation of this Agreement for any employee to refuse to cross a legal picket line established by any other Union.

Article X

Code of Excellence

Section 10.01. **Code of Excellence** The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

SEPARABILITY CLAUSE


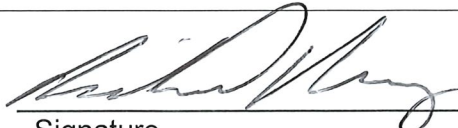
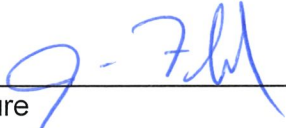
Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

Wage Schedule
07/01/2023 – 06/30/2026

	<u>07/01/2022</u>	<u>07/01/2023</u>	<u>07/01/2024</u>	<u>07/01/2025</u>
		3%/2%	3%/2%	3%/2%
Telecom Foreman	\$31.21	\$32.15	\$33.11	\$34.10
Telecom Splicer	\$31.21	\$32.15	\$33.11	\$34.10
Telecom Lineman	\$29.13	\$30.00	\$30.90	\$31.83
Telecom Equip Operator	\$24.97	\$25.72	\$26.49	\$27.28
Telecom Groundman*	\$18.73	\$19.10	\$19.48	\$19.87

***Increase 2% each year**

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

<p>Signed: Northwest Line Constructors Chapter, NECA</p>	<p>Signed: I.B.E.W. Local Union 89</p>
<p> <u>6-21-23</u> Signature Date</p> <p>Tracy Harness, Chapter Manager Northwest Line Constructors, NECA</p>	<p> <u>7/3/2023</u> Signature Date</p> <p>Richard Murray, Business Manager I.B.E.W. Local 89</p>
	<p>Signed: I.B.E.W. Local Union 659</p> <p> <u>6-27-2023</u> Signature Date</p> <p>Jon Flegel, Business Manager I.B.E.W. Local 659</p>

Bargaining Committee
Northwest Line Constructors Chapter, NECA
Tracy Harness

Local Union 89, IBEW
Richard Murray

Local 659, IBEW
Jon Flegel

THIS AGREEMENT is subject to the approval of the International President of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

Memorandum of Understanding

Between

NW Line Constructors Chapter, NECA

And

Local Unions 89 & 659 IBEW

The parties agree to provide Short-Term and Long-Term Disability Insurance to the membership to be funded by the employee contributions. The contribution rate for all classifications will be forty cents (.40) per hour worked being deducted post tax. Hours worked shall be deemed to include straight time hours, actual overtime hours, report time and shift premium hours not worked.

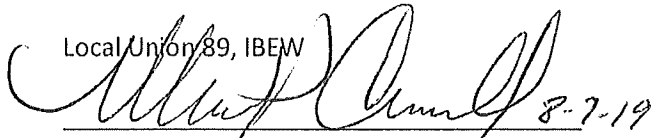
Remittance shall be as per Section 5.17 Electronic Reporting of Benefits.

The Trustees of the VEBA Trust shall have the authority to accept renewal of rates for future policies.

Employees will not have the option to opt out of these coverages. The VEBA Trustees are not responsible for the acceptance or denial of claims.

Accept this 1st of August 2019. Deductions to begin August 1, 2019

Local Union 89, IBEW

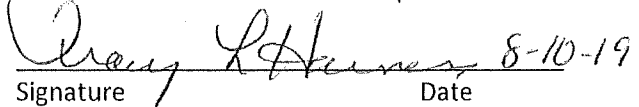


Signature

Date

Matt Carroll, Business Manager

Northwest Line Constructors Chapter NECA

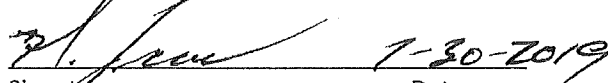


Signature

Date

Tracy L. Harness, Chapter Manager

Local Union 659, IBEW



Signature

Date

Michael Scarminach, Business Manager