

AGREEMENT

between

**MISSOURI VALLEY
LINE CONSTRUCTORS CHAPTER, INC.
National Electrical Contractors Association, Inc.**

and

**LOCAL UNION 53
of the
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

December 1, 2019 to August 27, 2023

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A G R E E M E N T
**Covering All Line Construction Work When Performed
For Utilities, Municipally Owned Distribution
Systems, Bureau of Reclamation, REA and Railroads**

&

All Outside Commercial Electrical Work

Dec. 1, 2019 to Aug. 27, 2023

Agreement by and between the Missouri Valley Line Constructors Chapter, Inc., National Electrical Contractors Association, Inc., and Local Union #53 (Kansas City, Missouri), 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 Missouri Valley Line Constructors Chapter, Inc., National Electrical Contractors Association, Inc.; and the term "Union" shall mean Local Union #53, International Brotherhood of Electrical Workers.

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

Basic Principles

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, commonsense methods.

Now, Therefore, in consideration of mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

Effective Date - Changes - Grievances - Disputes

Section 1.01. This Agreement shall take effect December 1, 2019 and shall remain in effect until August 27, 2023, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter from September 1st through August 31st 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) In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR), either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

(e) By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, may jointly, submit the unresolved issues to the Council on Industrial Relations for adjudication. Such unresolved issues 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 decision shall be final and binding.

(f) 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.

(g) 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.

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

Section 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07. All matters coming before the Labor-Management Committee shall be decided by 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 matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II

Employer Right - Union Rights

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

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

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

Section 2.04. The 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.

Section 2.05. The Employer will recognize the Union as the sole and exclusive representative for all employees covered by this Agreement including General Foremen and Foremen and for whom the Union was certified as the collective bargaining agent by the National Labor Relations Board in Case #17-RC-1482, which certification is adopted by reference and made a part of this Agreement as if fully incorporated herein.

Section 2.06. 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.

Section 2.07. All grievances must be started within fifteen (15) calendar days from the time that the incident resulting in the grievance occurred or became known to the Union, or individual employee filing the grievance otherwise, it need not be considered.

Section 2.08. No member of Local Union #53, while he remains a member of such Local and subject to employment by employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

Section 2.09. The Employer shall not loan or cause to be loaned any employees in his 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 2.10. Workmen shall install electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

Section 2.11. The employer shall provide drinking water and ice.

Section 2.12. The Business Manager of the Union shall have the right to appoint Stewards on each crew and/or jobsite where bargaining unit employees are working. Under no circumstances shall the employer discriminate against the steward for the performance of his duties.

Section 2.13. This Agreement does not deny the right of the Union or its representative to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representative decides to do so, but no removal shall take place until notice is first given to the Employer involved.

Section 2.14. When such removal takes place, the Union or its representative shall direct the workmen on such job to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for them by the Employer.

Section 2.15. Employer and Union agree not to discriminate in employment and employee practices due to race, religion, color, national origin, ancestry, sex or age.

Section 2.16. The Union agrees that when an Employer makes a call for special skills or certifications, those special requests will be verified by the Union prior to having that individual report to the Employer.

Section 2.17. The Employer shall furnish tools and equipment required to perform the work covered by this Agreement other than pliers, crescent wrenches (12" limit), folding rule, hammer, skinning knife, channel locks, screwdriver, 1/2" ratchet, climbers, lineman's belt and safety.

Section 2.18. Workmen shall be held responsible for tools and equipment issued to them by the Employer provided the necessary lockers, toolboxes and other safe places for storage are furnished by the Employer.

Section 2.19. Employees agree to return all FR clothing, harnesses, fall protection, rubber goods, etc. to the employer upon separation of employment. The employer shall have the right to withhold the value of the items not returned from the employees payroll, provided that a form indicating each item and the corresponding value is signed by the employee and employer.

Section 2.20. Employees covered by this Agreement who are members of the Union on the effective date of this Agreement or on the date of its execution, whichever is later, must, as a condition of employment, maintain their membership in the Union for the life of this Agreement. (This provision is not applicable in the State of Kansas.)

Section 2.21. Any employee who is not a member of the Union as above provided and any employee who is hired on or after the effective date of this Agreement or the date of its execution may, if the Union so determines be required to join the Union on or after thirty (30) days following the effective date of this Agreement or the date of its execution or following the date of his employment, whichever is later. Such employees who become members of the Union must, as a condition of employment, maintain their membership in the Union for the life of this Agreement. (This provision is not applicable in the State of Kansas.)

Section 2.22. Employers operating under this Agreement shall have the right to employ men for regular maintenance work under the prevailing scale and working conditions for which such men are being furnished to other employers.

Section 2.23. In hiring men, the Employer shall be the sole judge of the number of men required.

Section 2.24. Local Union #53 is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual employer of the approved agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

Section 2.25. The Employer agrees that, if he has not previously done so, he will recognize the Union as the exclusive collective bargaining agent for all his employees performing electrical work within the jurisdiction of the Union on all present and future jobsites, if and when a majority of the Employers, employees authorize the Union to represent them in collective bargaining.

ARTICLE III Hours - Wages - Working Conditions

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

Section 3.02. Work performed on Sundays and the following holidays:

New Year's Day	Fourth of July	Thanksgiving Day	Day after Thanksgiving
Memorial Day	Labor Day	Christmas Day	

or days celebrated as such, shall be paid for at double the regular straight-time rate of pay.

If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double the regular straight-time rate of pay.

Section 3.03. Work shall not be performed on Labor Day other than in case of emergency.

Section 3.04. Wages shall be paid weekly not later than 4:30 pm on Friday and not more than a calendar week's pay may be withheld at any time. If pay is not received at this time, due to the fault of the Employer, a penalty of 25% of the delinquent gross pay will be due. If pay is not received by 4:30 pm on the following Monday an additional 25% penalty will be due. No benefits shall be due on penalty payments. Employers will

have the option to pay by Direct Deposit Transfer to the bank or financial institution of the employee's choice. Any employee laid off because of reduction in forces shall be paid all of their wages immediately. Employees who are discharged by the Employer shall be paid all of their wages no later than 2 business days following the date of termination. If a check is mailed, it shall be postmarked no later than 2 business days following the date of termination. Employees hired solely for emergency situations, shall be paid no later than five (5) calendar days following the employee's termination from said emergency. If pay is not received at this time, the penalty described above shall apply. However, when an employee is off temporarily (three or more working days for which standby time is not paid as required by Article III, Section 3.13) because of inclement weather or other developments beyond the employer's control, the employee will be entitled to four hours pay, and the Employer shall have the right to send his check by mail or otherwise. If the employee accepts the temporary layoff, he shall receive his four hours' pay on his first payday following his return to work or at the end of his temporary twelve (12) working day layoff period. However, if an employee re-registers for employment within the twelve (12) working day period, he will forfeit his four hours' pay.

Temporary lay-offs shall be limited to twelve (12) working days. If a temporary layoff exceeds twelve (12) working days, the employee shall be required to re-register with the Union as an applicant for employment. Extension of this time limit may be allowed by the Business Manager of the Union or his Representatives if extenuating circumstances make it necessary.

Section 3.05. Work classifications and minimum wage rates:

	Effective 12/1/19	Effective 8/31/20	Effective 8/30/21	Effective 8/29/22
Percent of JL				
General Foreman – 115%	\$54.40	\$56.17	\$57.86	\$59.59
Foreman – 110%	\$52.03	\$53.72	\$55.34	\$57.00
Working Foreman – 110%	\$52.03	\$53.72	\$55.34	\$57.00
Journeyman Lineman	\$47.30	\$48.84	\$50.31	\$51.82
Traffic Signal Technician	\$47.30	\$48.84	\$50.31	\$51.82
Substation Technician	\$47.30	\$48.84	\$50.31	\$51.82
Heavy Equipment Operator	\$43.40	\$44.49	\$45.60	\$46.74
Boring Crew Foreman	\$43.30	\$44.17	\$45.05	\$45.95
Groundman Powder Man	\$32.27	\$32.92	\$33.58	\$34.25
Groundman	\$30.12	\$30.72	\$31.33	\$31.96
Groundman 1 st six months	\$23.65	\$23.77	\$23.89	\$24.01
Groundman Operating Small Equipment	\$36.00	\$36.72	\$37.45	\$38.20

Apprentice Lineman, Traffic Signal Tech Apprentices & Substation Tech Apprentices:
 (% of Journeyman Lineman Rate/Traffic Signal Tech Rate)

1 ST 1000 HR PERIOD-60%	\$28.38	\$29.30	\$30.19	\$31.09
2 nd 1000 HR PERIOD-65%	\$30.75	\$31.75	\$32.70	\$33.68
3 rd 1000 HR PERIOD-70%	\$33.11	\$34.19	\$35.22	\$36.27
4 th 1000 HR PERIOD-75%	\$35.48	\$36.63	\$37.73	\$38.87
5 th 1000 HR PERIOD-80%	\$37.84	\$39.07	\$40.25	\$41.46
6 th 1000 HR PERIOD-85%	\$40.21	\$41.51	\$42.76	\$44.05
7 th 1000 HR PERIOD-90%	\$42.57	\$43.96	\$45.28	\$46.64

Pole Treating Classifications & Wages:

Pole Treating Specialist	\$52.02	\$53.71	\$55.32	\$56.98
Pole Treating Inspector	\$47.30	\$48.84	\$50.31	\$51.82
Pole Treating Truck Driver	\$32.66	\$33.72	\$34.73	\$35.77
Pole Treating Groundman	\$30.49	\$31.48	\$32.42	\$33.39
Pole Treating Groundman, 1 st six months	\$24.48	\$25.28	\$26.04	\$26.82

The overtime rate of pay shall be one and one-half (1 ½) times the regular rate of wages, other than on Sundays, Holidays, and from midnight until 6:00 am, which will be paid at double (2X) the straight time rate.

Job Descriptions:

Lineman and Apprentice Lineman may operate any and all equipment.

Heavy Equipment

The following equipment may be operated by Heavy Equipment Operators:

(Groundman may be upgraded to operate the following equipment and shall be paid the Heavy Equipment Operator rate of pay only for the actual time spent operating the equipment.)

Tractor and Pole Trailer Equipment

Truck and Tractor Mounted Cranes

Excavation Equipment (13,000 lbs operating weight or larger)

Pole Setting Equipment on transmission work and when near energized lines

Hole Drilling Equipment on transmission work and when near energized lines

All Equipment used to pull wire while stringing, sagging, or dead-ending on pole lines carrying energized primaries

Aerial basket equipment

Any Equipment used to pull wire while stringing, sagging or dead-ending cold construction.

Vacuum Excavation Equipment (6" hose or larger)

Small Equipment

Groundman may be upgraded to operate the following equipment and shall be paid the Small Equipment Operator rates of pay only for the actual time spent operating the equipment.

Pole Setting and Hole Drilling Equipment

Vacuum Excavation Equipment (less than a 6" hose)

The following equipment may be operated by Groundmen at the Groundman's rate of pay:

Any truck with or without winch as long as it is not used in one of the operations previously mentioned.

D-4 Cat or equivalent and farm tractor

Ditch Witch or similar ditcher

Dump truck and/or flat beds

Any equipment with "A" Frame or Boom used for lifting poles, material or wire

Truck mounted cranes (front end)

Tractor and trailer equipment

Combination Trencher/Backhoe

Directional Boring Machine (Locator will be operated by the Bore Crew Foreman)

Skid Steer

Excavation Equipment (Less than 13,000 lbs operating weight)

Earth Saw (Wheel)

The Employer and the Union shall determine the wage rate on any type of equipment not previously mentioned. In the event they are unable to agree on the proper rates, the matter will be referred to the Labor-Management Committee for settlement.

The following rules shall apply to all pole treating above or below ground:

The Pole Treating Specialist shall be in charge of the Pole Treating crew consisting of himself, pole treating truck drivers, groundman and pole treating inspectors as may be required. He shall be responsible for the performance of the crew, obtaining permission for access on private property, requisitioning of materials for treatment.

The Pole Treating Inspector shall inspect poles before they are treated and shall be responsible to the pole treating specialist. He may be required to apply the materials for treatment.

The Pole Treating Truck Driver shall be required to apply the materials for treatment in addition to driving the truck and handling the tools and materials used in the performance of the work involved.

Groundmen shall be used to dig and back fill holes where poles are inspected below ground.

Section 3.06. Workmen shall report at designated headquarters ready for work at the scheduled starting time and shall be returned to the same headquarters at quitting time.

Section 3.07. The Employer shall establish headquarters at a shop, filling station, warehouse, mobile unit, or similar building with proper sanitary facilities and heat, located on all-weather roads as described on a current highway map.

Section 3.08. Should show-up be changed during regular work week, the Employer shall pay actual remaining lodging expenses incurred by employee upon presentation of a receipt certifying that the lodging expenses have been paid by him.

Section 3.09. 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 3.10 (a). On jobs requiring up to four workmen, one Journeyman Lineman shall be designated as "Working Foreman" and shall draw the Working Foreman rate of pay. However, no job will be allowed more than three Working Foreman, nor will working foremen be allowed to climb when working on energized primary lines other than when making taps or energizing transformers. When men are working in an energized area on a pole, tower, structure, or in other apparatus or equipment, the Foreman shall place himself in a position to observe such work until the men have left the energized area.

Section 3.10 (b). A "Non-Working Foreman" shall be a journeyman lineman. Jobs requiring five (5) or more men shall have a non-working foreman. Their duties are to direct the work. They will not work with the tools to replace another lineman. They will be responsible for observance of safety rules and regulations. When men are working energized primary circuits, the foreman will observe such work.

Section 3.10 (c). When additional workmen are required for flagging and traffic control only, they will not be counted as additional workmen in determining the crew size in sections 3.10(a) and 3.10(b).

Section 3.11. On jobs requiring three or more crews, a "General Foreman" shall be designated and shall draw the general foreman rate of pay. General Foremen will not work with tools, haul material or move equipment to replace another employee. The parties agree to continue the practice that a General Foreman may haul minimal amounts of material or move equipment on isolated occasions.

Section 3.12. No foreman of one job shall, at the-same time, perform work on another job.

Section 3.13. When workmen are directed to report and do not start work due to weather conditions, lack of material or other causes beyond their control, they shall receive two (2) hours pay at the straight-time rate for stand-by time, but must remain at storeroom unless released by their foreman. If a workman is not notified by 4:30 p.m. not to report the cancelled work day, he shall be entitled to reporting time pay. Otherwise, the two (2) hours pay shall be forfeited. Workmen called for work outside their regular working hours shall receive the overtime rate of pay and shall have their starting time backed up one (1) hour from such time he reports to the designated show-up.

Section 3.14 (a). An employee having started work at the regular starting time and continues into the third hour of the regular work day and, through no fault of his, as stated hereinbefore, be unable to continue work shall be paid a minimum of four (4) hours. If he continues work into the fifth hour, he shall receive six (6) hours pay. If he continues work into the seventh hour, he shall receive eight (8) hours pay. This applies only to those who remain on the job until released. However, in no instance shall an employee be paid in excess of two (2) hours per day for non-productive time.

Section 3.14 (b). Should an employee who is receiving a paper check report for work on Friday and he is unable to work because of inclement weather, he shall receive his regular weekly paycheck by the end of the two hour show-up period. In the event an employee is not paid, waiting time at the regular rate shall be charged until payment is made.

Section 3.14 (c). After sixteen (16) consecutive hours an employee shall receive the double time rate of pay until given a rest period of eight (8) consecutive hours.

Section 3.15. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

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

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

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

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

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

There shall be no pyramiding of overtime rates and double the straight-time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3.16. Employer to provide suitable place for lineman's tools, such as waterproof toolboxes with locks. In case of lock breakage and theft of lineman's tools, the Employer shall replace such tools. A complete list of tools will be furnished by the employee and signed by the employee and the employer representative, one copy to employee and one copy to employer. The Union will furnish a tool list form with the employees' referral. The proper law enforcement agency must be notified at time of theft. If show-up is located in high crime area, or if a storm is forecast, the employee, upon request, shall take his tools home.

Section 3.17. Workmen shall not use their own cars for transporting the Employer's tools or materials.

Section 3.18. When an employee is discharged, laid-off or quits, it shall be the responsibility of the Employer to complete a termination notice. A copy of the notice shall be forwarded, by the Employer, to the Union.

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

All employees performing work on affected overhead or underground equipment during or following storms shall receive no less than one and one-half (1 1/2) times the regular rate for all hours worked, except that all hours worked on Sundays, holidays and between the hours of midnight and 6:00 a.m. shall be paid at double (2X) the regular rate. In addition, all hours worked in excess of twelve (12) consecutive, unless broken by a minimum eight (8) hour rest period, shall also be paid at double (2X) the regular rate.

Emergency work, in inclement weather, during the regular work day shall be defined as: wire on the ground, customer's out-of-lights, or a hazard to the public.

Any employee called in on overtime shall have his starting time backed up one (1) hour from such time he reports to the designated show-up.

Section 3.20. Two qualified linemen or one qualified lineman and one hot apprentice must be on a pole, tower, structure or in other apparatus or equipment for work in the energized area when working on circuits over 480 volts. At no time shall a lineman be on a pole, tower, structure or in other apparatus or equipment by himself when working in the energized area as described above.

Section 3.21. Groundmen shall assist linemen in the performance of their work and shall work under the supervision of the foreman or a journeyman but at no time shall groundmen be permitted to do lineman's work.

Section 3.22. First step apprentices shall not work on or in contact distance of energized lines or circuits.

Section 3.23. A second or third step apprentice may work on lines and circuits when not energized; he may also work on energized lines and circuits up to 600 volts under the supervision of a Journeyman Lineman.

Section 3.24. Fourth, fifth, sixth and seventh step apprentices may assist a journeyman lineman when working on energized circuits and equipment.

Section 3.25. The Employer and Employees shall conform to all safety rules and standards of the private utility, municipality, or public power authority on whose property work is being done; however, where safety rules are not in effect, minimum safety rules agreed to by a joint committee representing the Union and the Chapter shall prevail.

Safety rules concerning rubber glove work from vehicle mounted elevating and rotating work platforms, or bucket trucks, will be negotiated during the term of this Agreement and will be considered as a part of the Agreement by this reference thereto.

Section 3.26. Rubber goods shall be provided to employees. Rubber gloves and sleeves shall be tested and dated at least every ninety (90) days, with the exception of secondary (1000 volts or less) gloves which shall be tested and dated at least every six (6) months. Blankets, Line Hose and Hoods shall be tested and dated at least every six (6) months. Rubber goods without proper test dates shall be removed from the job site. Insulated bucket trucks will be tested every six (6) months. Employees shall assist in the monitoring of test dates by giving the employer five (5) days notice of the expiration date.

Section 3.27. When using rubber gloves on energized systems above 15 KV phase to phase, employers must have the approval of the Joint Safety Committee.

Section 3.28. The Employer will not require employees to perform outside work during inclement weather unless such work is necessary to protect life or property or maintain service to the public.

When employees are required to work in inclement weather during the regular work day on emergency work, they shall receive no less than time and one-half (1 ½) the regular rate for all hours worked.

Inclement weather shall be defined as follows: When rain, sleet or snow is falling in sufficient amounts to be apparent that to start work or to continue work outside would result in the workmen getting wet.

ARTICLE IV Referral Procedure

Section 4.01. In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of 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 4.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

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

Section 4.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by 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 4.05. The Union shall maintain a register of applicants for employment established on the basis of the Classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the classification or classifications for which he qualifies.

CLASSIFICATION A JOURNEYMAN LINEMAN/JOURNEYMAN TECHNICIAN

Group I - All applicants for employment who have three and one-half (3 1/2) or more year's 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 has been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee; and who have been employed in the trade for a period of at least one (1) year in the last three and one-half (3 1/2) years in the geographical area covered by the collective bargaining agreement.

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

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

Group III - All applicants for employment who have two or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market 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 (2-1/2) years in geographical area covered by the collective bargaining agreement.

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

**CLASSIFICATION B
HEAVY EQUIPMENT OPERATOR**

Group I - All applicants for employment who have experience in the trade; are residents of the geographical area constituting the normal construction labor market; have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW; and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

Group II - All applicants for employment who have experience in the trade; and have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW.

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

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

**CLASSIFICATION C
GROUNDMAN/TRUCK DRIVER**

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

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

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

Group IV - All other applicants for employment.

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

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

Section 4.08. “Normal Construction Labor Market” is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

This area shall include the following named counties in the State of Missouri:

Atchison, Nodaway, Worth, Harrison, Mercer, Holt, Andrew, DeKalb, Davies, Grundy, Buchanan, Clinton, Caldwell, Livingston, Platte, Clay, Ray, Carroll, Jackson, Lafayette, Saline, Cass, Johnson, Pettis, Bates, Henry, Benton, Vernon, St. Claire, Hickory, Barton, Cedar, Polk, Dallas, Laclede, Jasper, Dade, Lawrence, Greene, Webster, Wright, Newton, McDonald, Barry, Stone, Christian, Douglas, Taney, Ozark, Gentry.

and, the following area in the State of Kansas:

Atchison - that portion east of Benton, Center and Grasshopper Townships.

Cherokee - outside work on the property of the Empire District Electric Company only.

Doniphan - Entire county.

Johnson - that portion east of Monticello, Olathe and Spring Hill Townships.

Leavenworth - that portion north of Fairmont, Stranger and Tonganoxie Townships.

Wyandotte - entire county.

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 to which this Agreement applies.

Section 4.09. “Resident” means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

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

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

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

Section 4.13(a). Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the “Out-of-Work List” and then referring applicants in the same manner successively from the “Out-of-Work List” in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within the Group.

Section 4.13(b). An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant’s continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks or longer depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.14. The only exceptions which shall be allowed in this order of referral are as follows:

- A. When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- B. The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such over-age reference can be made.

Section 4.15. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.16. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 4.04 through 4.15 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 4.17. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.18. A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

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

Section 4.20. When making reductions in the number of employees due to lack of work, employers shall use the following procedure:

- A. Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group; then those in Group II and then those in Group I.
- B. Paragraph "A" will not apply as long as the special skill requirement, as provided for in Article IV, Section 4.14, sub-paragraph (1) is required.
- C. Supervisory employees covered by the terms of this Agreement will be excluded from lay-off as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate Group in paragraph "A" above.

ARTICLE V

Apprentice Training

Section 5.01. The Area Training Agreement entered into between the Missouri Valley Line Constructors Chapter of NECA, and IBEW Local Union Number 53 as approved by the International President on October 14, 1971, and as amended, shall govern all matters of apprenticeship and training, and the financing thereof. Presently, the contribution rate to the Apprenticeship and Training Trust is one and one half (1½) percent of the gross monthly labor payroll. Apprentices' wages and the ratio of apprentice to Journeyman are specified in the Area Training Agreement.

ARTICLE VI

Fringe Benefits

Section 6.01. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

Section 6.02. The Employer agrees to pay into a Benefit Fund, known as the Line Construction Benefit Fund, Six dollars (\$6.00) for each hour worked by all employees covered by this Agreement. The employer agrees to pay up to fifty cents (\$0.50) per year for any Lineco increases above six dollars (\$6.00) per hour if needed. Any portion of these monies not used in any year, shall cease to exist. The contributions of the Employer shall be used to provide temporary disability insurance, hospital, surgical and medical expense benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Benefit Fund may determine and to provide funds for the organization and administration expense of the Benefit Fund. The contribution may also be used to provide group life insurance to eligible employees if the trustees of the Benefit Fund determine this protection is advisable.

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

Section 6.02(a). The Employer agrees to pay into a Benefit Fund, known as the Line Construction Health Reimbursement Account (HRA) , an amount equal to five percent (5%) of the straight time rate of pay for all hours worked, for all employees covered by this Agreement.

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

Section 6.03. 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 the designated collection agent an amount equal to twenty-five percent (25%) of wages as defined in article III of this agreement (the contribution obligation), together with a completed payroll report prescribed by the NEAP. New employees hired under the Groundman 1st six months shall receive a minimum NEAP contribution of twenty-five

cents (\$0.25) per hour. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

Section 6.04. Individual Employers who fail to remit as provided in Sections 6.01, 6.02, and 6.03, shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been made.

Section 6.05. In the event that any Employer under this Agreement shall be 10 days or more in arrears on payment of benefits specified in Article VI of this Agreement without just cause acceptable to the Union, the Union may, after giving one day notice, engage in economic actions against said Employer. Duly authorized economic action under this Section following the required notice, shall not be construed to be a strike or work stoppage under this Agreement and shall not be subject to the no-strike clause of the Agreement. Further, no employee shall be replaced. Properly authorized economic action under this Section shall not limit the rights of the Union to contractual or legal remedies available to the Union for collection of any amounts not paid.

Section 6.06. The failure of an individual Employer to comply with the provisions of Sections 6.01, 6.02, and 6.03 shall also constitute a breach of this Labor Agreement. As a remedy for such a violation, the Labor-Management Committee and/or the council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contributions to such funds which have resulted from the violation.

ARTICLE VII

National Electrical Industry Fund

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

Section 7.02. 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.

Section 7.03. 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.

Section 7.04. Productive electrical payroll is defined as the total wages (including overtime) paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.

Section 7.05. Payment is to be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this agreement on the part of the individual employer.

ARTICLE VIII

National Labor-Management Cooperation Committee (NLMCC)

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 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.

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 per hour worked, up to a maximum of 150,000 hours per year, for work performed under the terms of IBEW Local Union Agreements with the Missouri Valley Line Constructors Chapter, 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 Missouri Valley Line Constructors Chapter, Inc. NECA, Inc., 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 (\$20) dollars, 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.

ARTICLE IX

Local Labor-Management Cooperation Committee (LMCC)

Section 9.01. (Local Labor-Management Cooperation Committee (LMCC) 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 9.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03. Each Employer shall contribute zero cents. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Missouri Valley Line Constructors Chapter, NECA, or its designees, shall be the collection agent for this Fund.

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

ARTICLE X

Underground Construction

Section 10.01. Underground installation (wood, tile, masonry, fiber, metal and all types of electrical duct where such installations come under the outside branch of the electrical industry) shall include the following: The moving of men, tools, material and equipment; the excavation and trenching, installation of raceways or ducts, construction manholes, transformer vaults, and hand holes, backfilling, installation of fish wire,

pulling, splicing and laying of wire or cables installed in the raceways or ducts, or direct burial and all operations required for the ultimate completion of such work.

Section 10.02. The scope of this Agreement shall include not only the new installations as above outlined, but shall also govern the repair, maintenance or dismantling on all above structures, lines or equipment and the handling and operation of all equipment used to transport men, tools, materials, or equipment to or from the jobsite when moving, raising, or placing materials commonly used in the outside underground branch of the electrical industry.

Section 10.03. Underground construction when performed for utilities, municipally owned distribution systems, Bureau of Reclamation, REA and railroads.

Section 10.04. No working foreman on an underground installation shall have more than eight (8) workmen, one of which shall be a Journeyman Lineman. Groundmen and Operators will be confined to performing Groundmen and Operator work.

Section 10.05. Foremen on an underground installation shall be a qualified Journeyman Lineman.

ARTICLE XI Substance Abuse

Section 11.01. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

Section 11.02. The Employer agrees to pay all cost to provide drug testing as required by the Department of Transportation (DOT) in 49 CFR Part 40 and 49 CFR Part 391.45 as it pertains to the Commercial Drivers License (CDL).

Applicants who successfully complete the Employer's pre-employment orientation and drug testing shall be paid for actual time participating in such procedures. The individual's time shall start when first reporting to the location assigned by the Employer and end when released by the Employer or his designee. Commercial driver's license physicals are not included in the paid time described above. The Employer shall have the option of paying this time on the employee's second (2nd) pay check.

ARTICLE XII

Code of Excellence

Section 12.01. The parties to this agreement recognize that to meet the needs of our customers, both the employer and the 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 required by the IBEW and NECA.

ARTICLE XIII

Administrative Maintenance Fund

Section 13.01. All Employers who are signatory to this Labor Agreement shall contribute an amount equal to 0.2% (two tenths of one percent) of their gross monthly payroll, payable to the Missouri Valley Line Chapter Administrative Maintenance Fund. Annual contributions to the fund shall be limited to the first 40,000 man hours per employer.

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

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

ARTICLE XIV

Separability Clause


Section 14.01. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision 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.

Section 14.02. This Agreement shall constitute the only agreement between the parties covering this type of work and all prior agreements entered into - either written or verbal - are hereby declared to be null and void.

In Witness Whereof, The parties have caused this Agreement to be executed by their duly authorized officers and agents as of the day and year first above written.

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

Joe Mitchell, Chapter Manager 

Greg Darkenwald, Co-Chairman Negotiating Committee 

SIGNED FOR LOCAL UNION #53 INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS:

Brett Stone, Business Manager 