

TENNESSEE STATEWIDE AGREEMENT

BETWEEN

**SOUTHEASTERN LINE
CONSTRUCTORS CHAPTER, NECA**

AND

**Local Unions 175, 270, 429, 474, 760, 934,
& 1925 IBEW**

December 1, 2020 through November 30, 2023

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OUTSIDE CONSTRUCTION AGREEMENT ELECTRICAL

Agreement by and between the Southeastern Line Constructors Chapter, NECA and Local Unions 175, 270, 429, 474, 760, 934, and 1925, IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term “Chapter” shall mean the Southeastern Line Constructors Chapter, NECA, and the term “Union” shall mean Local Unions 175, 270, 429, 474, 760, 934, or 1925, IBEW. The term “Employer” shall mean an individual firm who has been recognized by an assent to this Agreement.

This Agreement covers wage rates, hours of work and other conditions of employment for employees working for electrical contractors engaged in the business of erecting, installing, altering, repairing, servicing, or maintaining overhead and underground electrical transmission or distribution systems, communication and signal systems for privately owned utility companies, municipally owned utilities, REA Cooperatives, and Tennessee Valley Authority on all outside work, and all such work on highways, coming under the jurisdiction of Local Unions of the IBEW signatory hereto in the State of Tennessee. However, excluded from this agreement are switching and/or substations when adjacent to and part of electrical generating stations.

BASIC PRINCIPLES

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

ARTICLE I

EFFECTIVE DATE—CHANGES—GRIEVANCES—DISPUTES

EFFECTIVE DATE:

Section 1.01 This Agreement shall take effect 12-01-2020 and shall remain in effect until 11-30-2023, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1st through November 30th of each year, unless changed or terminated in the way later provided herein.

CHANGES:

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 decision 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.

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

GRIEVANCES / DISPUTES:

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

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

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

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

Section 2.01 No member of Local Unions 175, 270, 429, 474, 760, 934, or 1925, while he remains a member of any one of such local unions and subject to employment by Employers operating under this Agreement, shall himself become a contractor for performance of any electrical work.

MANAGEMENT RIGHTS:

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 Employers 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.

FOREMAN CALL-OUT BY NAME:

Section 2.03 The employer shall have the right to call Foreman by name provided:

- (a) The employee has not quit his previous employer within the past two weeks.
- (b) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said foreman provided the name appears on the highest priority group.
- (c) When an employee is called as a Foreman he must remain as a Foreman for 1,000 hours or must receive a reduction in force.

WORKERS COMPENSATION INSURANCE:

Section 2.04 Employers working under this Agreement shall carry Workmen's Compensation Insurance, shall make contributions to the State and Federal Unemployment Compensation Commission and the Social Security Administration in accordance with the laws of the State and Federal Government.

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

Section 2.05 Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the electrical industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a place of business and a suitable financial status to meet payroll requirements.

APPOINTMENT OF STEWARDS:

Section 2.06 The Union shall promptly notify the Employer of steward appointments. Before a steward is laid off or transferred, the Business Manager or his representative shall be notified. No steward shall be discriminated against by the Employer because of the faithful performance of his duties as steward.

UNION RECOGNITION:

Section 2.07 The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

UNIONS RIGHT TO DISCIPLINE MEMBERS:

Section 2.08 The Union reserves the right to discipline its members for violations of its laws, rules and Agreements, copies of which will be furnished by the Union to all workmen under its jurisdiction.

NON-RESIDENT EMPLOYEES: (Portability)

Section 2.09 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 Unions 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 Presidents or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

FAVORED NATIONS:

Section 2.10 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement, and the Union shall immediately notify the Employer of any such concessions.

ANNULMENT/SUBCONTRACTING:Section 2.11

- (1) Local Unions 175, 270, 429, 474, 760, 934 and 1925 are 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.
- (2) 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 representatives 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.
- (3) 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.

GREIVANCE PROCEDURE:Section 2.12Step I

An employee who believes that he/she has been aggrieved shall meet with the Union Representative and the immediate supervisor and attempt to settle the grievance. The Employer shall provide to the local Union Business Manager a written notice of the Employers supervisory chain of command for each project on the agreed to standard form.

Step II

If the grievance is not resolved at the step I level, the employee or the employee's representative no later than forty eight (48) hours from the response of the immediate supervisor in step I shall reduce the grievance to writing stating the facts given rise to the grievance and the remedy sought. The grievant shall date and sign the grievance and submit the written grievance to the Employer representative with notice to the affected Business Manager. Upon receipt of the written grievance, the Business Manager shall send a copy of the grievance to the NECA Chapter manager and the Employer. Within five (5) working days from the receipt of the grievance, the Employer shall respond in writing to the grievant with copies to the Chapter manager and Business Manager.

Step III

If the grievance is not resolved at the step II level, the matter shall be referred to the Labor Management Committee within five (5) working days.

If a grievance is not presented as outlined in step (1) or (a) above within ten working days of its occurrence, it will be deemed to no longer exist.

ARTICLE III HOURS-WAGES-WORKING CONDITIONS

HOURS: (Workday/Workweek)

Section 3.01 Eight or ten consecutive hours shall constitute a workday between the hours of 6:30 a.m. and 6:00 p.m., Monday through Friday inclusive, with one-half (1/2) hour for lunch between the hours of 11:00 a.m. and 1:00 p.m. If work time is lost during the week due to inclement weather, Friday will be a makeup day and this at the employer's option.

OVERTIME PAY/MEALS/STORM WORK:Section 3.02

- (a) All time worked outside of normal shift hours or forty (40) hours per week shall be paid for at one and one-half (1&1/2) times the employee's regular straight time hourly rate. One and one-half (1&1/2) times the employee's regular straight time hourly rate shall be paid for all work performed on Saturday and double (2) time for all work performed on Sunday.
- (b) When an employee is required to work three (3) hours beyond the normal quitting time, or on emergency work, he shall be furnished a meal and shall continue to receive a meal every six (6) hours thereafter until released from work. Meals are to be eaten on Employer's time but men shall be considered at rest during the eating of meals. If meals are not provided, the employee shall receive fifteen dollars (\$15.00) in lieu of meal.
- (c) All work after 16 continuous hours without eight (8) consecutive hours rest shall be paid at 1.5 times the regular straight time rate until the employee has had eight (8) hours of rest. Rest time shall include meal and travel time. Employees may not be required to work over 16 hours in a 24-hour period.
- (d) All storm work shall be paid at one and one-half (1&1/2) times the regular straight time rate of pay. If crews are performing routine work on their normal property and an outage occurs, the employees shall be paid the minimum straight time rate until they have completed their regular work period. The employees shall be paid time and one half (1 ½) times their regular rate of pay for all hours worked until the outage is corrected, except on Sundays and Holidays, which shall be paid in accordance with Section 3.02 (a) and Section 3.03. All other crews who are required to travel from their normal property to another customers property to perform outage work will be paid time and one half (1 ½) for all hours worked, including travel, except on Sundays and Holidays, which shall be paid in accordance with Section 3.02 (a) and Section 3.03.

OVERTIME/HOLIDAYS:

Section 3.03 The following day or days celebrated in lieu thereof shall be considered as holidays: Memorial Day, Fourth of July (Independence Day), Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. All work performed thereon shall be paid for at two (2) times the employee's regular rate of pay. No work shall be performed on Labor Day except in case of emergency, and then only after permission is granted by the Business Manager of the Union. If a holiday falls on Saturday, Friday shall be taken. If a holiday falls on Sunday, Monday shall be taken.

TRAVEL TIME:

Section 3.04 The regular work period of eight (8) hours or ten (10) hours shall include one-way traveling time from the regular established crew headquarters for the job. Employees driving trucks shall be paid for all time worked. The gang shall leave crew headquarters at regular starting times. Work shall stop on the job in time to allow tools and materials to be loaded on trucks by regular quitting time.

SHOW-UP PAY/PAY DAY:Section 3.05

- (a) Employees reporting for work who have not been notified otherwise not to report, and conditions prevent them from working, shall be allowed two (2) hours at their regular rate for reporting. The employees shall remain at the reporting point for these periods to perform such tasks as assigned. Should employees be required to report a second time during the day they shall be allowed a second two hours.
- (b) When employees are to be laid off they shall be notified at least two (2) hours previous to regular quitting time. They shall be paid off in full when laid off or shall be paid for waiting time at eight (8) hours per day at the regular rate. Wages shall be paid weekly, not later than quitting time on Thursday of each week. Not more than one (1) pay week shall be withheld at any time. In the event that employees are not paid timely (unless circumstances are beyond the control of the employer), actual waiting time shall be paid at the straight time rate of pay, not to exceed eight (8) hours per day.
- (c) If an employee works in a higher classification for more than four (4) hours, he/she shall be paid at the higher rate of pay for all hours worked.
- (d) If an employee is terminated with cause or self terminates, that employee shall be paid in full on the next scheduled payday following terminating action, provided the employee has met the requirements of Section 3.17

Section 3.06 Apprentice Linemen shall work under the direct supervision of Journeymen Linemen and shall be permitted to handle energized equipment in accordance with the Area Lineman Training Program.

Section 3.07 Journeymen Linemen shall not be permitted to work on energized lines exceeding 480 volts unless accompanied by another Journeyman Lineman or qualified apprentice (third six months or above).

In handling all work, superintendents and foremen are required to see that sufficient experienced workmen, equipped with necessary safety devices, are on the job to properly handle the work to be done.

Section 3.08 The location of the starting point of any job shall determine the Local Union having jurisdiction. The Employer shall arrange for the manning of the job with the Business Manager of such Local Union as provided herein below. However, the Employer will be permitted to transfer his entire crew from one Local union's jurisdiction to another, provided it is a continuation of the same job or provided the work is done for the same customer under the same contract.

If the Local Union having jurisdiction cannot furnish the Employer with competent employees required within 48 hours or make satisfactory arrangements with the Employer for furnishing the required employees, then the Employer may transfer the additional employees required from his regular crews where available.

When employees are required to work in locations not covered by this agreement, the employer shall advise the employee/employees of the terms and conditions of the jurisdiction in which the work is to be performed prior to reporting to the new work area.

Section 3.09 (a) Effective December 1, 2020 through December 31, 2020
Minimum wage rates per hour shall be as follows:

Tennessee Statewide Agreement - Overhead Wages										
Effective Dates: 12/1/2020 - 12/31/2020										
CLASSIFICATION	BASE WAGE	*LINECO	NEBF	SELCAT	SERF	NEIF	United Way	AMF	NLMCC	TOTAL PACKAGE
		\$6.50	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	
Journeyman Lineman	\$33.67	\$6.50	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$47.62
Foreman	\$36.03	\$6.50	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$50.48
General Foreman	\$37.71	\$6.50	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$52.53
HEO (90%) of JL	\$30.30	\$6.50	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$43.53
Operator Spec Line Eqp	\$25.59	\$6.50	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$37.80
Operator Truck w/o Winch	\$19.87	\$6.50	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$30.85
Groundman 4001 - above	\$18.86	\$6.50	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$29.62
Groundman 2001- 4000 hrs	\$18.86	\$6.50	3%	1.5%	8.00%	1%	\$0.05	\$0.15	\$0.01	\$28.11
Groundman 2000 hrs	\$13.80	\$6.50	3%	1.5%	0.00%	1%	\$0.05	\$0.15	\$0.01	\$21.27
Apprentice										
1st Period (60% JL)	\$20.20	\$6.50	3%	1.5%	0.00%	1%	\$0.05	\$0.15	\$0.01	\$28.02
2nd Period (65% JL)	\$21.89	\$6.50	3%	1.5%	0.00%	1%	\$0.05	\$0.15	\$0.01	\$29.80
3rd Period (70% JL)	\$23.57	\$6.50	3%	1.5%	8.00%	1%	\$0.05	\$0.15	\$0.01	\$33.46
4th Period (75% JL)	\$25.25	\$6.50	3%	1.5%	8.00%	1%	\$0.05	\$0.15	\$0.01	\$35.37
5th Period (80% JL)	\$26.94	\$6.50	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$39.44
6th Period (85% JL)	\$28.62	\$6.50	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$41.48
7th Period (90% JL)	\$30.30	\$6.50	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$43.53
URD Wages:										
Operator Foreman	\$24.24	\$6.50	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$36.16
Operator	\$19.53	\$6.50	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$30.44
Groundman	\$14.48	\$6.50	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$24.30

Section 3.09 (b) Effective January 01, 2021 through May 31, 2021
Minimum wage rates per hour shall be as follows:

Tennessee Statewide Agreement - Overhead Wages										
Effective Dates: 01/01/2021 - 05/31/2021										
CLASSIFICATION	BASE WAGE	*LINECO	NEBF	SELCAT	SERF	NEIF	United Way	AMF	NLMCC	TOTAL PACKAGE
		\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	
Journeyman Lineman	\$33.67	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$47.87
Foreman	\$36.03	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$50.73
General Foreman	\$37.71	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$52.78
HEO (90%) of JL	\$30.30	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$43.78
Operator Spec Line Eqp	\$25.59	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$38.05
Operator Truck w/o Winch	\$19.87	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$31.10
Groundman 4001 - above	\$18.86	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$29.87
Groundman 2001- 4000 hrs	\$18.86	\$6.75	3%	1.5%	8.00%	1%	\$0.05	\$0.15	\$0.01	\$28.36
Groundman 2000 hrs	\$13.80	\$6.75	3%	1.5%	0.00%	1%	\$0.05	\$0.15	\$0.01	\$21.52
Apprentice										
1st Period (60% JL)	\$20.20	\$6.75	3%	1.5%	0.00%	1%	\$0.05	\$0.15	\$0.01	\$28.27
2nd Period (65% JL)	\$21.89	\$6.75	3%	1.5%	0.00%	1%	\$0.05	\$0.15	\$0.01	\$30.05
3rd Period (70% JL)	\$23.57	\$6.75	3%	1.5%	8.00%	1%	\$0.05	\$0.15	\$0.01	\$33.71
4th Period (75% JL)	\$25.25	\$6.75	3%	1.5%	8.00%	1%	\$0.05	\$0.15	\$0.01	\$35.62
5th Period (80% JL)	\$26.94	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$39.69
6th Period (85% JL)	\$28.62	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$41.73
7th Period (90% JL)	\$30.30	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$43.78
URD Wages:										
Operator Foreman	\$24.24	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$36.41
Operator	\$19.53	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$30.69
Groundman	\$14.48	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$24.55

Section 3.09 (c) Effective June 1, 2021 through November 30, 2021
Minimum wage rates per hour shall be as follows:

Tennessee Statewide Agreement - Overhead Wages										
Effective Dates: 06/01/2021 - 11/30/2021										
CLASSIFICATION	BASE WAGE	*LINECO	NEBF	SELCAT	SERF	NEIF	United Way	AMF	NLMCC	TOTAL PACKAGE
		\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	
Journeyman Lineman	\$34.68	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$49.10
Foreman	\$37.11	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$52.05
General Foreman	\$38.84	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$54.15
HEO (90%) of JL	\$31.21	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$44.88
Operator Spec Line Eqp	\$26.36	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$38.98
Operator Truck w/o Winch	\$20.46	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$31.82
Groundman 4001 - above	\$19.42	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$30.56
Groundman 2001- 4000 hrs	\$19.42	\$6.75	3%	1.5%	8.00%	1%	\$0.05	\$0.15	\$0.01	\$29.00
Groundman 2000 hrs	\$14.22	\$6.75	3%	1.5%	0.00%	1%	\$0.05	\$0.15	\$0.01	\$21.96
Apprentice										
1st Period (60% JL)	\$20.81	\$6.75	3%	1.5%	0.00%	1%	\$0.05	\$0.15	\$0.01	\$28.91
2nd Period (65% JL)	\$22.54	\$6.75	3%	1.5%	0.00%	1%	\$0.05	\$0.15	\$0.01	\$30.74
3rd Period (70% JL)	\$24.28	\$6.75	3%	1.5%	8.00%	1%	\$0.05	\$0.15	\$0.01	\$34.51
4th Period (75% JL)	\$26.01	\$6.75	3%	1.5%	8.00%	1%	\$0.05	\$0.15	\$0.01	\$36.48
5th Period (80% JL)	\$27.74	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$40.67
6th Period (85% JL)	\$29.48	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$42.78
7th Period (90% JL)	\$31.21	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$44.88
URD Wages:										
Operator Foreman	\$24.97	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$37.30
Operator	\$20.11	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$31.40
Groundman	\$14.91	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$25.08

Section 3.09 (d) Effective December 1, 2021 through December 31, 2021
Minimum wage rates per hour shall be as follows:

Tennessee Statewide Agreement - Overhead Wages										
Effective Dates: 12/1/2021 - 12/31/2021										
CLASSIFICATION	BASE WAGE	*LINECO	NEBF	SELCAT	SERF	NEIF	United Way	AMF	NLMCC	TOTAL PACKAGE
		\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	
Journeyman Lineman	\$35.72	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$50.36
Foreman	\$38.22	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$53.40
General Foreman	\$40.01	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$55.57
HEO (90%) of JL	\$32.15	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$46.02
Operator Spec Line Eqp	\$27.15	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$39.94
Operator Truck w/o Winch	\$21.07	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$32.57
Groundman 4001 - above	\$20.00	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$31.26
Groundman 2001- 4000 hrs	\$20.00	\$6.75	3%	1.5%	8.00%	1%	\$0.05	\$0.15	\$0.01	\$29.66
Groundman 2000 hrs	\$14.65	\$6.75	3%	1.5%	0.00%	1%	\$0.05	\$0.15	\$0.01	\$22.41
Apprentice										
1st Period (60% JL)	\$21.43	\$6.75	3%	1.5%	0.00%	1%	\$0.05	\$0.15	\$0.01	\$29.57
2nd Period (65% JL)	\$23.22	\$6.75	3%	1.5%	0.00%	1%	\$0.05	\$0.15	\$0.01	\$31.45
3rd Period (70% JL)	\$25.00	\$6.75	3%	1.5%	8.00%	1%	\$0.05	\$0.15	\$0.01	\$35.34
4th Period (75% JL)	\$26.79	\$6.75	3%	1.5%	8.00%	1%	\$0.05	\$0.15	\$0.01	\$37.37
5th Period (80% JL)	\$28.58	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$41.68
6th Period (85% JL)	\$30.36	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$43.85
7th Period (90% JL)	\$32.15	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$46.02
URD Wages:										
Operator Foreman	\$25.72	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$38.21
Operator	\$20.72	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$32.13
Groundman	\$15.36	\$6.75	3%	1.5%	16.00%	1%	\$0.05	\$0.15	\$0.01	\$25.62

NOTE: On December 1, 2022, the Journeyman Lineman base wage will increase to \$36.79. All other classifications base wage will adjust according to their established percentage of the Journeyman Lineman base wage. Additional wage sheets will be published when official notice is received from LINECO.

Section 3.09 (e) For work performed for the Tennessee Valley Authority, the wages as specified are required by the TVA shall be paid in lieu of the wages as contained in this Agreement.

Section 3.09 (f) HEO shall be paid when operating cranes of 40 tons or greater or operating a D8 dozer or larger.

CREW HEADQUARTERS:

Section 3.10 The Employer shall establish crew headquarters in the vicinity of a town sufficient size to allow employees to secure adequate board and lodging and will see that such headquarters have heat and access to toilet and parking facilities. For substation crews, the headquarters shall be the work location. The Employer shall furnish approved, palatable water for drinking in approved containers.

WORKING/NON-WORKING FOREMAN:

Section 3.11 When a crew does not exceed a four (4)-man crew including Foreman, then the Foreman may work with the tools.

AGE RATIO:

Section 3.12 On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

Section 3.13 All bucket trucks and aerial lift devices must meet the federal occupational safety and health regulations and guidelines.

Section 3.14 The Employer shall notify the Business Manager of the Local Union having jurisdiction as far in advance as possible of all new work, the location of the new work, proposed starting date and the number and classification of men required.

UNION DUES DEDUCTIONS:

Section 3.15 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 by-laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3.16 The Employer shall furnish the Business Manager of the Local Union having jurisdiction each month and upon request a list of the men in each crew, their classification, rates of pay, number of hours worked each week and the location of crew headquarters.

Section 3.17 All safety or protective equipment issued and assigned to an Employee shall be charged to that Employee and shall be turned in to the Company upon request. Employees who lose or fail to turn in their safety or protective equipment, which was issued to them, shall have the value of the equipment deducted from their pay. When providing all safety and protective equipment the employer must meet the federal occupational safety and health regulations and guidelines.

Section 3.18 This Agreement supersedes any and all other agreements covering the class of work set forth herein.

SHIFT WORK:

Section 3.19 When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7½) hours' work.

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

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular 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 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.

RUBBER PROTECTIVE EQUIPMENT:

Section 3.20

- (a) Rubber protective equipment shall be kept in a dry compartment where no other tools are stored when not in use.
- (b) Rubber protective equipment shall not be allowed to contact oil or grease.
- (c) Do not use artificial heat to dry rubber protective equipment except by factory approved methods.
- (d) Rubber blankets shall not be folded for storage. They may be stored either rolled or flat. Only vulcanized patches or so-called "hot patches" shall be used to repair rubber blankets.
- (e) All rubber protective equipment shall be inspected frequently for defects and periodically must be tested electrically at the laboratory; and if found defective shall be rendered unfit for further electrical use by the party making the laboratory test. Maximum required test periods shall be 90 days for gloves and sleeves and 6 months for blankets. Hose and hoods shall be inspected visually and discarded when excessive damage is found. All rubber gloves and sleeves shall indicate the last test date on the glove or sleeve.
- (f) When working on or near live conductors or other live apparatus, operating at voltage above 300 volts, the use of rubber protective equipment for protection is positively required.
- (g) In wet weather or at any other time, the use of rubber protective equipment on lower voltage shall be left to the discretion of the Foreman.
- (h) Rubber gloves must be kept in a canvas glove bag when not in use.
- (i) All gloves shall be given an air test before being used and rubber gloves shall never be worn inside out.
- (j) Leather protector gloves shall always be worn over rubber gloves and shall be maintained in good condition.

WORKING ON ENERGIZED CIRCUITS:Section 3.21

- (a) Only workmen so authorized shall work on energized wires or equipment and the work shall always be done with the full use of suitable protective devices and observance of the safety rules.
- (b) When work to be performed on energized wires requires workmen to reach past other wires to reach the ones to be worked upon, all wires between themselves and the wires to be worked upon shall be covered with approved rubber protective equipment. The protective equipment shall not be removed until the work is completed.
- (c) Linemen shall wear rubber protective equipment while applying and removing protective equipment.
- (d) All wires, including neutrals and guy wires in the vicinity of energized work must also be covered with protective equipment.
- (e) When stringing wire where pedestrians and vehicles are endangered, proper watchmen must be provided.
- (f) Where it is necessary to string wires near live lines, dry hand lines or other suitable means should be provided and used. Rubber protective equipment and other necessary equipment should always be furnished the workmen involved in the operation, and when so provided, used by the workmen.
- (g) Reel Tenders shall be provided adequate protection, including rubber protective equipment.
- (h) In all work involving the handling and moving of energized primary wires on a pole, two linemen should always work together on the pole, except when tying in or doing similar work. In the interests of safety, a second lineman shall be in readiness in the vicinity to give assistance if required. One man is all that is required for hot operating work, such as fusing, switching, etc.
- (i) Workmen shall not stand on or otherwise be in contact with transformer cases while working on energized wires.

ARTICLE IV REFERRAL PROCEDURE

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

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

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

Section 4.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by 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 years experience in the trade; are residents of the geographical area constituting the normal construction labor market; have passed a Journeyman's Lineman's examination given by a duly constituted Outside Construction Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee; and who have been employed in the trade for a period of at least one (1) year in the last three and one-half (3-1/2) years in the geographical area covered by the collective bargaining agreement.

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

- GROUP II All applicants for employment who have three and one-half (3-1/2) or more 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 for at least six (6) months in the last two and one-half (2-1/2) years in the geographical area covered by the collective bargaining agreement.
- GROUP IV All applicants for employment who have worked at the trade for more than one year.

CLASSIFICATION B
Heavy Equipment Operator

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

CLASSIFICATION C
Groundmen - 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 distances adjacent thereto which includes the area from which the normal labor supply is secured:

- (a)The following counties in the State of Alabama: Dekalb, Jackson; the following counties in the State of Georgia: Catoosa, Dade, Fannin, Gilmer, Gordon, Murray, Walker and Whitfield; and the following counties in the State of Tennessee: Polk, Meigs, McMinn, Bledsoe, Bradley, Marion, Rhea, Hamilton, Franklin, Grundy, Sequatchie. This area will be administered by Local Union 175.
- (b)The following counties in the State of Tennessee: *Anderson, Morgan, Cumberland, Roane Scott, Overton, Fentress, Pickett,*Oak Ridge Town site and Oak Ridge AEC only. This area will be administered by Local Union 270.
- (c)The following counties in the State of Tennessee: Clay, Davidson, Dickson, Stewart, Montgomery, Robertson, Sumner, Macon, Jackson, Trousdale, Wilson, Lawrence, Putnam, White, Van Buren, Warren, Cannon, Perry, Lewis, Smith, Maury, Marshall, Bedford, Humphreys, Houston, Hickman, DeKalb, Williamson, Cheatham, Rutherford, Giles, Coffee, Moore, Lincoln, and the following counties in the State of Kentucky: Adair, Allen, *Christian, Clinton, Cumberland, Monroe, Russell and Simpson. *that portion of Christian as occupied by Fort Campbell. This area will be administered by Local Union 429.
- (d)The following counties in the State of Tennessee: Shelby, Tipton, Lauderdale, Fayette, Haywood, Chester, McNairy, Hardeman, Hardin and Wayne. This area will be administered by Local Union 474.
- (e)The following counties in the State of Tennessee: Monroe, Blount, Loudon, Jefferson, *Anderson, Knox, Union, Claibourne, Grainger, Sevier, Campbell, and Cocke. *Except Oak Ridge DOE area and the Oak Ridge Town site. This area will be administered by Local Union 760.

(f)The following counties in the State of Tennessee: Johnson, Carter, Sullivan, Washington, Unicoi, Greene, Hawkins, Hancock, Hamblin and the area served by the Bristol Virginia Utility Board. This area will be administered by Local Union 934.

(g)The following counties in the State of Tennessee: Obion, Weakley, Henry, Lake, Dyer, Benton, Carroll, Gibson, Madison, Henderson, Decatur, and Crockett, and the following area in the State of Kentucky: A five mile radius from the City Hall of Fulton, KY. This area will be administered by Local Union 1925.

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 the Agreement applies.

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

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

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

RE-REGISTRATION:

Section 4.12 An applicant who has registered on the “Out of Work List” must renew his application every thirty days or his name will be removed from the “List”.

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

Section 4.14 Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the “Out of Work List” and then referring applicants in the same manner successively from the “Out of Work List” in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

Section 4.15 The only exceptions which shall be allowed in this order of referral are as follows:

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

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

Section 4.17 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but 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 4.18 A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during the normal business hours.

Section 4.19 A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

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

REPEATED DISCHARGE:

Section 4.21 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.

ARTICLE V APPRENTICESHIP AND TRAINING

Section 5.01 The Area Training Agreement entered into between the Southeastern Line Constructors Chapter of NECA, and IBEW Local unions 175, 270, 429, 474, 760, 934 & 1925 as approved by the International President on December 2, 1999, and as amended, shall govern all matters of apprenticeship and training, and the financing thereof. Presently, the contribution rate to the Apprenticeship and Training Trust is 1.5 percent of Gross Labor Payroll. Apprentices' wages and ratio of apprentice to Journeymen are specified in the Area Training Agreement.

ARTICLE VI FRINGE BENEFITS

NEBF:

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

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

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

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

FAMILY MEDICAL CARE: (LINECO)

Section 6.02 Effective December 1, 2004, the Employer shall pay into the Line Construction Benefit Fund, as established by the Amended Agreement and Declaration of Trust executed as of May 5, 1971, as reflected previously in section 3.09, per hour for each hour worked for the Employer by all employees covered by this Agreement. The employer shall pay any increase per hour for each hour worked for the employer by the employees covered by this Agreement into the Line Construction Benefit Fund during the term of this Agreement. The payment shall be made by check or draft and shall constitute a debt due and owing to the Line Construction Benefit Fund on the last day of each calendar month. The payment and payroll report shall be mailed to reach the appropriate office of the Line Construction Benefit Fund not later than fifteen (15) calendar days following the end of each calendar month. Individual Employers who fail to make payment as provided above shall be subject to having his Agreement terminated upon seventy-two (72) hours' notice in writing, being served by the Union, provided the Employers fail to show satisfactory proof that delinquent payments have been made to the Welfare Fund. The Employer agrees to be bound by the Amended Agreement and Declaration of Trust of the Line Construction Benefit Fund, and by any future amendments thereto.

The Employer agrees that it shall be bound by all action taken by the Trustees of the Line Construction Benefit Fund in the administration of the Fund pursuant to the provisions of the agreement and Declaration of Trust or as it may hereafter be amended.

The employer will cover up to \$0.50 of LINECO's annual contribution rate increase for each calendar year. If the increase exceeds \$0.50, the amount above the established maximum (\$0.50) will be covered by a base wage reduction.

RETIREMENT FUND: (SERF & MRTF)

Section 6.03 Effective December 1, 2004, the Employer shall pay into the Southern Electrical Retirement Fund, located at 3928 Volunteer Drive, Chattanooga, Tennessee 37416, and Local Union 474 area Memphis, Tennessee to NECA-IBEW Memphis Retirement Trust Fund, TIC International Corporation, 6525 Centurion Drive, Lansing, MI 48917-9275 as established by the Agreement and Declaration of Trust executed as of March 1, 1974, an amount equal to those listed in Section 3.09 (spreadsheets) of this agreement, of his gross monthly labor payroll for all employees covered under this agreement. The payment shall be made by check or draft and shall constitute a debt due and owing to the Southern Electrical Retirement Fund on the 15th day of each calendar month. The payment and payroll report shall be mailed to reach the appropriate office of the Southern Electrical Retirement Fund not later than fifteen (15) days following the end of each calendar month. Individual Employers who fail to make payments as provided above, shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union provided the Employers fail to show satisfactory proof that delinquent payments have been made to the Southern Electrical Retirement Fund.

- (a)The Employer agrees to be bound by the Agreement and Declaration of Trust of the Southern Electrical Retirement Fund and by any future amendments thereto.

(b)The Employer agrees that it shall be bound by all actions taken by the Trustees of the Southern Electrical Retirement Fund in the administration of the Fund pursuant to the provisions of the Amended Agreement and Declaration of Trust or as it may hereafter be amended.

UNITED WAY:

Section 6.04 United Way – Five cents (\$.05) per hour worked. Amount to be calculated from column four of monthly payroll report for Electrical Contractors times five cents. The Employer shall make check payable to the appropriate Local Union having jurisdiction and forward same with other benefit checks.

**ARTICLE VII
NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)**

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

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

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

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

ARTICLE VIII
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 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 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 effect 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 (\$.01) per hour worked, up to a maximum of 150,000 hours per year, for worked performed under the terms of IBEW Local Union agreements with the Southeastern Line Constructors 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. The Southeastern Line Constructors 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.

ARTICLE IX LOCAL LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 9.01 The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical 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 0.00. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Southeastern Line Constructors Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

ARTICLE X ADMINISTRATIVE MAINTENANCE FUND (AMF)

Effective June 1, 2006, each employer signatory to this agreement shall contribute Fifteen cents (\$.15) per hour for all hours worked by all employees covered by this agreement to the Administrative Maintenance Fund.

The fund shall be administered solely by the Southeastern Line Constructors Chapter, National Electrical Contractors Associations, Inc. and shall be utilized to pay for the Association's cost of the labor contract administration including negotiations, labor relations, disputes and grievance representation performed on behalf of the signatory employers. In addition, all other administrative functions required of the management such as service on all funds as required by Federal law.

The Administrative Maintenance Fund contribution shall be submitted with all other benefits as delineated in the Labor Agreement by the fifteenth (15th) of the following month in which they are due to the administrator receiving funds. In the event any Employer is delinquent in submitting the required Administrative Maintenance Fund to the designated administrator, the administrator shall have the authority to recover any funds, along with any attorney fees, court cost, and interest at one percent (1%) per month and liquidated damages receiving such funds. The enforcement for the delinquent payments to the fund shall be the sole responsibility of the fund or the employer, not the Local Union. These monies shall not be used to the detriment to the Local Union or the I.B.E.W.

ARTICLE XI CODE OF EXCELLENCE

Section 11.01 The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XII SUBSTANCE ABUSE

Section 12.01 The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

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.

SIGNED FOR THE UNION

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

DocuSigned by:

Gary M Watkins

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Business Manager, Local 175

DocuSigned by:

Daniel R. Smith

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Business Manager, Local 270

DocuSigned by:

Randy Clark

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Business Manager, Local 429

DocuSigned by:

Paul Shaffer

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Business Manager, Local 474

DocuSigned by:

Alex Bryant

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Business Manager, Local 760

DocuSigned by:

Roger Farmer

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Business Manager, Local 934

DocuSigned by:

Shane Roberts

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Business Manager, Local 1925

SIGNED FOR THE EMPLOYERS OF SOUTHEASTERN LINE CONSTRUCTORS CHAPTER, NECA

DocuSigned by:

C. Stephen Gaines

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Chapter Manager

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS