

ALABAMA

STATEWIDE

LINE

AGREEMENT

Between

Henkels & McCoy, Inc.

&

Local Unions 443 & 558

December 7, 2020 through November 30, 2023

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OUTSIDE CONSTRUCTION AGREEMENT

ELECTRICAL

Agreement by and between Henkels & McCoy, Inc. and LOCAL UNIONS 443 & 558, IBEW.

As used hereinafter in this Agreement, the term "Employer" shall mean Henkels & McCoy, Inc. and the term "Union" shall mean Local Unions, 443 & 558, IBEW.

BASIC PRINCIPLES

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

ARTICLE I

EFFECTIVE DATE--CHANGES--GRIEVANCES--DISPUTES

Section 1.01 This Agreement shall take effect 12/7/20, and shall remain in effect until 11/30/23. It shall continue in effect from year to year thereafter, from December 1, through November 30, of each year, unless changed or terminated in the way later provided herein.

Section 1.02 (a) Either party 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 not 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 may be submitted jointly or unilaterally by the parties to this Agreement to an impartial arbitrator selected from a list provided by the American Arbitration Association. Selection of the arbitrator from the list provided by the American Arbitration Association shall be carried out in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on both parties to this Agreement. The expense of the arbitration shall be borne equally by the Employer and the Union. The impartial arbitrator shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The impartial arbitrator shall determine any questions of arbitrability.

- (e) When a case has been submitted to arbitration 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 arbitration hearing.
- (f) Notice by either party 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 and the Employer 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.

Section 1.05 There shall be a Labor-Management Committee of three representing the Union and three representing the Employer. 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 Employer 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 may be submitted jointly or unilaterally by the parties to this Agreement to an impartial arbitrator selected from a list provided by the American Arbitration Association. Selection of the arbitrator from the list provided by the American Arbitration Association shall be carried out in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on both parties to this Agreement. The expense of the arbitration shall be borne equally by the Employer and the Union. The impartial arbitrator shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The impartial arbitrator shall determine any questions of arbitrability.

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 This Agreement covers wage rates, hours of work, and other conditions of employment for employees working for employers engaged in the business of erecting, installing, altering, repairing, servicing, or maintaining overhead or underground electrical transmission or distribution systems, including communication and signal systems, substations and/or switching stations except when adjacent to and a part of electric generating stations, for privately owned utility companies, municipally owned utility electric systems, Rural Electrical Cooperatives and Tennessee Valley Authority, within the boundaries of the State of Alabama.

Section 2.02 (a) 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.

(b) The Employer shall have the right to call Foreman by name provided:

- 1) The employee has not quit his previous employer with in the past two weeks.
- 2) 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 notify the said foreman provided the name appears on the highest priority group.
- 3) 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.

Section 2.03 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement, and the Union shall immediately notify the Employer of any such concession.

Section 2.04 Employer working under this Agreement shall carry Workman's Compensation Insurance in accordance with the laws of the State in which the work is being performed. Employer shall also be contributors to Social Security Plan, and to the Federal and State Unemployment Benefit Plan. Suitable proof of such coverage and contributions shall be furnished to the Union upon request.

Section 2.05 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 2.06 Intentionally left blank

Section 2.07 An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs 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 Employer, is subject to review, modification, or rescission by arbitration as previously set forth.

Section 2.08 No applicant or employee, while he remains subject to employment by Employer operating under this Agreement, shall be recognized as a contractor for the performance of any electrical work.

Section 2.09 The Union reserves the right to discipline its members for violations of its laws, rules and Agreements.

Section 2.10 The Union has the right to appoint stewards at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such steward shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or job. No Steward shall be discriminated against by any employer for the faithful performance of his duties as steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union.

Section 2.11 The Representative of the Union shall be allowed access to any shop or job at any time where workmen are employed under the terms of this Agreement.

Section 2.12 Journeyman Linemen and Apprentices shall furnish the following tools: Body belt and safety climbers, sidecutters, channel lock pliers, screwdrivers, 12 inch crescent, six foot ruler (wood) and hammer. All other tools are to be furnished by Employer.

Section 2.13 (a) When the Employer starts a job within the jurisdiction of any of the Local Unions signatory to this Agreement, the Referral Procedure contained in Article IV shall apply. Thereafter, the Employer shall be permitted to transfer fifty (50) percent of the employees, by classification, in the Local Union's jurisdiction where work is to be performed. He shall employ the additional fifty (50) percent of the crew from the Local Union in whose jurisdiction the work is to be performed, provided the Local Union can furnish competent employees on the basis mentioned herein. The reduction in force shall be made on the same basis.

- (b) A Pre-job conference between the Employer and Business Manager involved will be held prior to starting any job. Anything agreed upon will be reduced to writing and signed by both parties.

Section 2.14 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 2.15 Local Unions 443 & 558 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 two (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 the 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 the building, structure or other work will be deemed a material breach of this Agreement.

All charges of violations of paragraph two (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.

GRIEVANCES

Section 2.16

Step 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 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 IVP 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 IVP 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 forty eight (48) hours.

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

Step IV

Should the Labor-Management Committee fail to agree or adjust any matter, such may be submitted jointly or unilaterally by the parties to this Agreement to an impartial arbitrator selected from a list provided by the American Arbitration Association. Selection of the arbitrator from the list provided by the American Arbitration Association shall be carried out in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on both parties to this Agreement. The expense of the arbitration shall be borne equally by the Employer and the Union. The impartial arbitrator shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The impartial arbitrator shall determine any questions of arbitrability.

Section 2.17 Each individual Employer shall furnish the Local Union with a copy of the weekly payroll showing the names of all workmen, together with the number of hours worked and the amount of wages paid.

Section 2.18 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.

The Union agrees to hold Employer harmless from any action growing out of any such deduction and assumes full responsibility for the disposition of the funds so deducted once they have been sent to the Union or its designee.

Section 2.19 The Employer agrees to deduct and transmit to IBEW/COPE an amount of \$0.02 per hour from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by IBEW/COPE.

These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deduction have been made and the amount deducted for each such employee.

The Union agrees to hold Employer harmless from any action growing out of any such deduction and assumes full responsibility for the disposition of the funds so deducted once they have been sent to the Union or its designee.

ARTICLE III HOURS-WAGE PAYMENTS-WORKING CONDITIONS

Section 3.01 (a) Eight consecutive hours shall constitute a work day between the hours of 7:00 A.M. and 4:30 P.M., Monday through Friday inclusive, with one-half (1/2) hour, 12:00 noon to 12:30 P.M. set aside for a lunch period as agreed upon by the Business Manager and the Employer.

(b) Ten consecutive hours shall constitute a work day between the hours of 6:30 A.M. and 6:00 P.M., Monday through Thursday inclusive, with one-

half (1/2) hour for lunch between the hours of 11:00 A.M. and 1:00 P.M. Upon the consent of the Union, Tuesday through Friday may be used as a standard work week; work week may be changed upon a 3 day notification.

Section 3.02 (a) When working a 4-10 or 5-8 work schedule, Friday may be scheduled as a make-up day and all hours worked shall be paid at the straight time rate of pay until such time that the employee has accumulated 40 hours in the work week.

(b) Overtime pay will be paid at one and one-half (1½) times the regular straight time rate of pay, including all work performed on Saturday and Sunday.

Section 3.03 (a) Work performed on the following holidays shall be paid at double the straight-time rate of pay: New Year's Day, Martin Luther King Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If the customer observes one of the above holidays on a day different from any of the above days then the Employer may, with prior approval of the Business Manager, observe the same day as the customer. Only the above holidays will be recognized by the Union.

(b) In the event an employee is called for a customer declared storm, responding employees will be paid one and one-half (1½) times the regular rate of pay until the customer releases the crew to return to its normal schedule.

Section 3.04 Employees having worked the regular work period who are required to work past 6:30 P.M. on storm-damage or emergency work, shall be furnished a meal and meals every six hours thereafter. Meals are to be eaten on the Employer's time.

Section 3.05 Intentionally left blank.

Section 3.06 (a) Wages shall be paid each week in cash or designated payroll check, and not later than regular quitting time on Friday. Not more than one week's wages shall be held back. Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. Direct deposit day is Friday. However, if Friday is a bank holiday, direct deposit occurs on Thursday. This manner of payment, once adopted, may not change except upon 14-day advance written notification between the employee and Employer with notification copied to the Union.

(b) If through the fault of the Employer payment is not received by quitting time on Friday, waiting time will be paid at the straight time rate up to a limit of eight (8) hours.

(c) If an employee is laid off, he must be paid in full at the time he is advised of such lay-off, however, if an employee quits, the Employer may, if he elects to do so, require such employee to wait until regular payday. The employee's paycheck shall be dated no later than the last scheduled day of the week.

(d) If an employee is terminated for cause, employee shall be paid in full on the next scheduled payday following terminating action.

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

Section 3.07 The minimum hourly rate of wages shall be as follows:

12/7/20 through 12/31/20

<u>CLASSIFICATION</u>	<u>Base Wage</u>	<u>Lineco</u>	<u>NEBF 3%</u>	<u>Pension 15%</u>	<u>SELCAT 1.5%</u>	<u>NLMCC</u>	<u>AMF</u>	<u>TOTAL</u>
Journeyman Lineman	33.39	6.50	3%	15%	1.5%	0.01	0.03	46.44
Foreman (JL+2.25)	35.64	6.50	3%	15%	1.5%	0.01	0.03	49.13
General Foreman (JL+4.25)	37.64	6.50	3%	15%	1.5%	0.01	0.03	51.52
Apprentice Lineman:								
1 st Period (60%) of JL	20.03	6.50	3%	15%	1.5%	0.01	0.03	30.48
2 nd Period (65%) of JL	21.70	6.50	3%	15%	1.5%	0.01	0.03	32.48
3 rd Period (70%) of JL	23.37	6.50	3%	15%	1.5%	0.01	0.03	34.47
4 th Period (75%) of JL	25.04	6.50	3%	15%	1.5%	0.01	0.03	36.47
5 th Period (80%) of JL	26.71	6.50	3%	15%	1.5%	0.01	0.03	38.46
6 th Period (85%) of JL	28.38	6.50	3%	15%	1.5%	0.01	0.03	40.46
7 th Period (90%) of JL	30.05	6.50	3%	15%	1.5%	0.01	0.03	42.45
Heavy Equipment Operator	33.39	6.50	3%	15%	1.5%	0.01	0.03	46.44
Equipment Operator	28.38	6.50	3%	15%	1.5%	0.01	0.03	40.46
Winch Truck Operator	20.03	6.50	3%	15%	1.5%	0.01	0.03	30.48
Groundman w/CDL	16.70	6.50	3%	15%	1.5%	0.01	0.03	26.49
Groundman	15.15	6.50	3%	2.5%	1.5%	0.01	0.03	22.75

1/1/21 through 5/31/21

<u>CLASSIFICATION</u>	<u>Base Wage</u>	<u>Lineco</u>	<u>NEBF 3%</u>	<u>Pension 15%</u>	<u>SELCAT 1.5%</u>	<u>NLMCC</u>	<u>AMF</u>	<u>TOTAL</u>
Journeyman Lineman	33.39	6.75	3%	15%	1.5%	0.01	0.03	46.69
Foreman (JL+2.25)	35.64	6.75	3%	15%	1.5%	0.01	0.03	49.38
General Foreman (JL+4.25)	37.64	6.75	3%	15%	1.5%	0.01	0.03	51.77
Apprentice Lineman:								
1 st Period (60%) of JL	20.03	6.75	3%	15%	1.5%	0.01	0.03	30.73
2 nd Period (65%) of JL	21.70	6.75	3%	15%	1.5%	0.01	0.03	32.73
3 rd Period (70%) of JL	23.37	6.75	3%	15%	1.5%	0.01	0.03	34.72
4 th Period (75%) of JL	25.04	6.75	3%	15%	1.5%	0.01	0.03	36.72
5 th Period (80%) of JL	26.71	6.75	3%	15%	1.5%	0.01	0.03	38.71
6 th Period (85%) of JL	28.38	6.75	3%	15%	1.5%	0.01	0.03	40.71
7 th Period (90%) of JL	30.05	6.75	3%	15%	1.5%	0.01	0.03	42.70
Heavy Equipment Operator	33.39	6.75	3%	15%	1.5%	0.01	0.03	46.69
Equipment Operator	28.38	6.75	3%	15%	1.5%	0.01	0.03	40.71
Winch Truck Operator	20.03	6.75	3%	15%	1.5%	0.01	0.03	30.73
Groundman w/CDL	16.70	6.75	3%	15%	1.5%	0.01	0.03	26.74
Groundman	15.15	6.75	3%	2.5%	1.5%	0.01	0.03	23.00

6/1/21 through 11/30/21

<u>CLASSIFICATION</u>	<u>Base Wage</u>	<u>Lineco</u>	<u>NEBF 3%</u>	<u>Pension 15%</u>	<u>SELCAT 1.5%</u>	<u>NLMCC</u>	<u>AMF</u>	<u>TOTAL</u>
Journeyman Lineman	34.04	6.75	3%	15%	1.5%	0.01	0.03	47.47

Foreman (JL+2.25)	36.29	6.75	3%	15%	1.5%	0.01	0.03	50.16
General Foreman (JL+4.25)	38.29	6.75	3%	15%	1.5%	0.01	0.03	52.55
Apprentice Lineman:								
1 st Period (60%) of JL	20.42	6.75	3%	15%	1.5%	0.01	0.03	31.20
2 nd Period (65%) of JL	22.13	6.75	3%	15%	1.5%	0.01	0.03	33.23
3 rd Period (70%) of JL	23.83	6.75	3%	15%	1.5%	0.01	0.03	35.26
4 th Period (75%) of JL	25.53	6.75	3%	15%	1.5%	0.01	0.03	37.30
5 th Period (80%) of JL	27.23	6.75	3%	15%	1.5%	0.01	0.03	39.33
6 th Period (85%) of JL	28.93	6.75	3%	15%	1.5%	0.01	0.03	41.37
7 th Period (90%) of JL	30.64	6.75	3%	15%	1.5%	0.01	0.03	43.40
Heavy Equipment Operator	34.04	6.75	3%	15%	1.5%	0.01	0.03	47.47
Equipment Operator	28.93	6.75	3%	15%	1.5%	0.01	0.03	41.37
Winch Truck Operator	20.42	6.75	3%	15%	1.5%	0.01	0.03	31.20
Groundman w/CDL	17.02	6.75	3%	15%	1.5%	0.01	0.03	27.13
Groundman	15.44	6.75	3%	2.5%	1.5%	0.01	0.03	23.31

12/1/21 through 12/31/21

<u>CLASSIFICATION</u>	<u>Base Wage</u>	<u>Lineco</u>	<u>NEBF 3%</u>	<u>Pension 15%</u>	<u>SELCAT 1.5%</u>	<u>NLMCC</u>	<u>AMF</u>	<u>TOTAL</u>
Journeyman Lineman	35.09	6.75	3%	15%	1.5%	0.01	0.03	48.72
Foreman (JL+2.25)	37.34	6.75	3%	15%	1.5%	0.01	0.03	51.41
General Foreman (JL+4.25)	39.34	6.75	3%	15%	1.5%	0.01	0.03	53.80
Apprentice Lineman:								
1 st Period (60%) of JL	21.05	6.75	3%	15%	1.5%	0.01	0.03	31.95
2 nd Period (65%) of JL	22.81	6.75	3%	15%	1.5%	0.01	0.03	34.05
3 rd Period (70%) of JL	24.56	6.75	3%	15%	1.5%	0.01	0.03	36.14
4 th Period (75%) of JL	26.32	6.75	3%	15%	1.5%	0.01	0.03	38.24
5 th Period (80%) of JL	28.07	6.75	3%	15%	1.5%	0.01	0.03	40.34
6 th Period (85%) of JL	29.83	6.75	3%	15%	1.5%	0.01	0.03	42.43
7 th Period (90%) of JL	31.58	6.75	3%	15%	1.5%	0.01	0.03	44.53
Heavy Equipment Operator	35.09	6.75	3%	15%	1.5%	0.01	0.03	48.72
Equipment Operator	29.83	6.75	3%	15%	1.5%	0.01	0.03	42.43
Winch Truck Operator	21.05	6.75	3%	15%	1.5%	0.01	0.03	31.95
Groundman w/CDL	17.55	6.75	3%	15%	1.5%	0.01	0.03	27.76
Groundman	15.92	6.75	3%	2.5%	1.5%	0.01	0.03	23.82

*** The January 1, 2022 and 2023 Lineco annual hourly contribution rate have not been determined at this time. Additional wage sheets will be published upon written receipt of the anticipated increases received from the Lineco Board of Trustees.

NOTE: On December 1, 2022, the Journeyman Lineman base wage will increase to \$36.00. All other classifications base wages will adjust according to their established percentage of the Journeyman Line base wage.

Employer shall have the right to pay non-standard wages and provide non-standard benefits in excess of those contained in this Agreement. Such non-standard wages and benefits are completely voluntary and Employer shall have the right, at any time, to revert to the wages and/or benefits contained in this Agreement. Union waives its right to bargain for such non-standard wages and/or benefits.

- (a) HEO shall be paid when operating cranes of 30 tons or greater or operating a D8 dozer or larger.
- (b) All operator classifications shall have a Class A CDL.
- (c) Prior to advancement, all Groundmen shall have a Class B CDL.

Section 3.08 (a) The Employer may establish crew headquarters in a location accessible by a paved road, with necessary emergency equipment and sanitary facilities available. If the headquarters does not have a permanent shelter, the Employer will provide a suitable shelter; this shelter is not intended to include man haul equipment. All established headquarters will be within a ten mile radius of an area in which meals and lodging are available.

- (b) In the event crew headquarters are changed for less than ten (10) calendar days, the Employer shall pay twenty dollars (\$20.00) per day, per man, for room and board for the entire period unless the employees and the Business Manager or Representatives are notified prior to quitting time on Friday, so that headquarters may be moved over the week end.
- (c) The crew shall leave crew headquarters at regular starting time. Work shall stop on the job in time to allow tools and materials to be loaded on trucks by regular quitting time. Should the return trip to crew headquarters require more than thirty minutes after regular quitting time, the crew shall be paid for the additional time. Truck drivers driving trucks and others loading and handling materials or tools after regular quitting time shall be paid for the time worked.
- (d) The regular work period of eight (8) 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.
- (e) Transportation that is furnished a Foreman or General Foreman is understood to be for his convenience in discharge of his duties and shall be allowed to transport materials or equipment of any nature, if necessary.

Section 3.09 Intentionally left blank.

Section 3.10 (a) When three (3) or more Journeymen are employed on a job, one shall be designated as Foreman by the Employer.

- (b) Distribution Crews shall consist of not more than ten (10) men.
- (c) Transmission Line Crews shall consist of not more than twelve (12) men.
- (d) General Foremen shall be required as follows:

With 25 to 59 men employed	1 General Foreman
With 60 to 109 men employed	2 General Foremen
Over 110 men employed	3 General Foremen

Section 3.11 When transmission crews do not exceed six (6) men including the Foreman, then the Foreman may work with the tools.

Section 3.12 Employees reporting for work who have not otherwise been notified not to report at least ten (10) hours before reporting time, shall be allowed two (2) hours at regular rate for reporting. Should an employee be required to report a second time during any day, he shall be allowed a

second two (2) hours. The employee shall remain at the reporting point for these periods to perform such tasks as are required.

Section 3.13 Groundmen and Operators shall not do Journeyman or Apprentice work but will assist Journeyman and Apprentice in the performance of their duties; such as, but not limited to, framing or lacing structures, pulling guys, installing anchors, etc.

Section 3.14 A Journeyman Lineman or an Apprentice is permitted to operate equipment at the discretion of the Employer.

Section 3.15 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 AM. 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 time and one-half 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 The Employer is permitted full portability utilizing employees who are members of the signature Local Unions. The Employer shall take into consideration any unemployment issues affecting any signatory Local Union while working in the jurisdiction.

All safety or protective equipment not covered by the FRC program between Employer and Union and assigned to an Employee shall be charged to that Employee and shall be turned into 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 the Employer issues PPE to an individual Employee, the items issued will be documented and signed for by the Employee and the Employee is responsible for the items issued to him/her. The documentation will include a description, quantity, and the replacement cost of each item issued.

Section 3.18 All environmental and remediation work, foundation, crane, clearing/cutting/trimming of trees and vegetation, flagging, matting and

fencing work may be performed by employees not covered under this Agreement. IBEW members will be utilized to the fullest extent possible on all aspects of the work.

Section 3.19 A premium of \$3.00 per hour will be paid to any certified barehand employee who is a member of a crew that regularly performs high voltage barehand work.

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, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05 The Union shall maintain a register of applicants for employment established on the basis of the Classification and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the classification or classification for which he qualifies.

CLASSIFICATION A: Journeyman Lineman - Journeyman Technician

GROUP I All applicants for employment who have three and one-half (3-1/2) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Lineman's examination given by a duly constituted Outside Construction Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last three and one-half (3-1/2) years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be

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

GROUP II All applicants for employment who have three and one-half (3-1/2) or more years' experience in the trade and who have passed a Journeyman Lineman's examination given by a duly constituted Outside Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last two and one-half (2 1/2) years in the geographical area covered by the collective bargaining agreement.

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

CLASSIFICATION B: Heavy Equipment Operator

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

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

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

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

CLASSIFICATION C: 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 "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:

- (a) The following counties in the State of Alabama: Autauga, Baldwin, Barber, Bibb, Blount, Bullock, Butler, Calhoun, Chambers, Cherokee, Choctaw, Chilton, Clarke, Clay, Cleburne, Coffee, Conecuh, Coosa, Covington, Crenshaw, Cullman, Dale, Dallas, Elmore, Escambia, Etowah, Fayette, Geneva, Greene, Hale, Henry, Houston, Jefferson, Lamar, Lee, Lowndes, Macon, Marengo, Marshall (That portion of Marshall county south of the Tennessee River, excepting outside electric work performed by and for the forces of the Tennessee Valley Authority (TVA) on the properties of TVA situated therein), Mobile, Monroe, Montgomery, Perry, Pickens, Pike, Randolph, Russell, Saint Clair, Shelby, Sumter, Talladega, Tuscaloosa, Tallapoosa, Walker, Washington and Wilcox. This area will be administered by Local 443.
- (b) The following counties in the State of Alabama: Lauderdale Limestone, Madison, Morgan, Lawrence, Winston, Marion, Franklin and Colbert. This area will be administered by Local Union 558.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which 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 the 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) Employer shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

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

Section 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 overage 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 of 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 Sections 4.04 through 4.14 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

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 the 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 Employer 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.

ARTICLE V APPRENTICESHIP AND TRAINING

Section 5.01 The Area Training Agreement entered into between the Southeastern Line Constructors Chapter of NECA, and the several IBEW Local Unions as approved by the International President on February 4, 2000, 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% of the gross monthly labor payroll. Apprentices' wages and ratio of apprentice to Journeymen 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 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 collection agent.

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

Section 6.02 The Employer agrees to pay into the Line Construction Benefit Fund, as established by the Amended Agreement and Declaration of Trust, six dollars and fifty cents (\$6.50) per hour worked. Effective January 1, 2021, the contribution rate will increase to six dollars and seventy-five cents (\$6.75). The payment shall be made by check or draft and shall constitute 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 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 Welfare Fund. The Employer agrees to cover up to \$.25 of any scheduled contribution increase per the listed calendar year, effective 12/7/20 through 11/30/23. Any contribution increases above the \$0.25 will be processed in accordance with the last sentence of this paragraph. Any subsequent increase in the LINECO contribution shall be divided equally between the Employer and employee.

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.

Section 6.03 Effective December 7, 2020, the Employer shall pay into the Southern Electrical Retirement Fund, located at 3928 Volunteer Drive, Chattanooga, Tennessee 37416, as established by the Agreement and Declaration of Trust executed as of March 1, 1974, the sum of 15% of the straight time hourly rate per hour worked for the Employer by all Employees covered by 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.

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.

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.

Section 6.04 Effective June 1, 2006, the Employer shall contribute three cents (\$.03) 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 Association, Inc. and shall be utilized to pay for 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 the 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 of the IBEW.

ARTICLE VII

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 7.01 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

1) to improve communication between representatives of labor and management;

- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- 3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) to enhance the involvement of workers in making decisions that affect their working lives; and
- 10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 7.02 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 7.03 The Employer shall contribute one cent (1¢) per hour worked, up to a maximum of 150,000 hours per year. 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 7.04 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 VIII
SAFETY

Section 8.01 Journeyman Lineman shall not be permitted to work on energized lines exceeding four hundred and eight (480) volts unless accompanied by another Journeyman Lineman or qualified apprentice.

Section 8.02 Cable Splicer shall be assisted by Journeyman Lineman.

Section 8.03 In the handling of all work, Superintendent 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 8.04 Insulated bucket trucks and/or aerial bucket devices may be used by the Employer in accordance with established Safety Rules. This equipment shall be used in strict accordance with the manufacturer's recommendations which includes approved non-conductive hydraulic oil. On all equipment and tools usage it is hereby agreed that the Employer will abide by OSHA rules or manufacturer, whatever is more restrictive.

Section 8.05 Employer working under this Agreement must show evidence that helicopter companies are covered by adequate liability insurance for employees performing work on helicopter jobs. This insurance would be in addition to Workmen's Compensation. A copy of such certification will be posted on the job site and a copy supplied to the Business Manager of the Local Union.

Section 8.06 Employees currently employed under this Agreement shall submit to a physical examination and necessary testing at an approved facility, as required under Federal and or State Department of Transportation rules.

Should a current employee fail to meet D.O.T. requirements in either of the above tests, he shall be ineligible to drive or operate the Employer's vehicles and, furthermore, may be suspended by the Employer until such time as he comes into compliance with Federal and/or State law. The Employee shall have 30 days after failing such tests to comply with Department of Transportation guidelines, after which he may be subject to termination by the Employer.

State or Federally mandated tests and D.O.T. forms shall be accomplished by the Employee upon his own time. Employees shall have 90 days to come into compliance with D.O.T. guidelines. All Employees, current as well as applicants, shall be responsible for securing and maintaining appropriate drivers licenses.

It shall be a condition of employment that each Journeyman Lineman hired by Employer obtain a CDL license in a timely fashion. The cost of obtaining such license will be borne by the individual Lineman.

It is the employees' responsibility, and a condition of employment, to obtain CPR/First Aid, OSHA Ten Hour, Flagging, Pole Top Rescue, and other applicable certifications. These training sessions will be scheduled on a non-work day. Employees will be compensated \$50.00 for successfully completing a required

course, as well as, be provided a lunch break while attending a required course.

Employees are prohibited from use of personal cellular phone devices during normal work hours; this shall not apply to Foreman or Crew Leaders.

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

Applicants for employment must submit to the Employer all required documentation necessary to begin lawful employment before such Employees are considered employees under this Agreement. The Employer shall have the right to accept Employees on a probationary basis, subject to completion of all requirements.

Section 8.07 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 and 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 Employer shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and Employer. 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 Employer to meet the requirements of those laws and regulations.

ARTICLE IX DRUG AND ALCOHOL PROGRAM

Section 9.01 The Henkels & McCoy, Inc. Drug and Alcohol Program is incorporated by reference into this Agreement, adherence to which is a continuing condition of employment. If a customer of Employer utilizes a drug and alcohol program with more stringent standards, adherence to the more stringent standards will be a continuing condition of employment.

ARTICLE X CODE OF EXCELLENCE

Section 10.01 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 Employer shall implement a Code of Excellence Program. The Program shall include minimum standards as designed by the IEBW and Employer.

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

James D. Hornsby 12/7/20 Long 12-7-20
Business Manager, Local 443 Date Business Manager, Local 558 Date

SIGNED FOR THE EMPLOYER

Pierre Adam 3.3.2021
Pierre Adam Date
Regional Vice President

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

Addendum A
Sub-Station Work

This Addendum is by and between Henkels & McCoy, Inc. and Local Union's 443 and 558, IBEW.

The purpose of this Addendum is to establish classifications, wages and specific terms that apply to Sub-Station work being performed in the aforementioned local's jurisdiction.

This Addendum shall take effect December 7, 2020 and shall remain in effect until November 30, 2023 unless otherwise specifically provided herein. This Addendum will continue in effect year to year thereafter, from December 1st to November 30th of each year, unless changed or terminated in the way provided in the Alabama Statewide Agreement between Employer and Union.

12/7/20 through 12/31/20

	Base		NEBF	Pension	SELCAT			
<u>CLASSIFICATION</u>	<u>Wage</u>	<u>Lineco</u>	<u>3%</u>	<u>15%</u>	<u>1.5%</u>	<u>NLMCC</u>	<u>AMF</u>	<u>TOTAL</u>
Substation Tech (95% of JL)	31.72	6.50	3%	15%	1.5%	0.01	0.03	44.45
Apprentice								
1 st 6 months-(60%) of ST	19.03	6.50	3%	15%	1.5%	0.01	0.03	29.28
2 nd 6 months-(65%) of ST	20.62	6.50	3%	15%	1.5%	0.01	0.03	31.18
3 rd 6 months-(70%) of ST	22.20	6.50	3%	15%	1.5%	0.01	0.03	33.07
4 th 6 months-(75%) of ST	23.79	6.50	3%	15%	1.5%	0.01	0.03	34.97
5 th 6 months-(80%) of ST	25.38	6.50	3%	15%	1.5%	0.01	0.03	36.86
6 th 6 months-(85%) of ST	26.96	6.50	3%	15%	1.5%	0.01	0.03	38.76
7 th 6 months-(90%) of ST	28.55	6.50	3%	15%	1.5%	0.01	0.03	40.66

1/01/21 through 5/31/21:

	Base		NEBF	Pension	SELCAT			
<u>CLASSIFICATION</u>	<u>Wage</u>	<u>Lineco</u>	<u>3%</u>	<u>15%</u>	<u>1.5%</u>	<u>NLMCC</u>	<u>AMF</u>	<u>TOTAL</u>
Substation Tech (95% of JL)	31.72	6.75	3%	15%	1.5%	0.01	0.03	44.70
Apprentice								
1 st 6 months-(60%) of ST	19.03	6.75	3%	15%	1.5%	0.01	0.03	29.53
2 nd 6 months-(65%) of ST	20.62	6.75	3%	15%	1.5%	0.01	0.03	31.43
3 rd 6 months-(70%) of ST	22.20	6.75	3%	15%	1.5%	0.01	0.03	33.32
4 th 6 months-(75%) of ST	23.79	6.75	3%	15%	1.5%	0.01	0.03	35.22
5 th 6 months-(80%) of ST	25.38	6.75	3%	15%	1.5%	0.01	0.03	37.11
6 th 6 months-(85%) of ST	26.96	6.75	3%	15%	1.5%	0.01	0.03	39.01
7 th 6 months-(90%) of ST	28.55	6.75	3%	15%	1.5%	0.01	0.03	40.91

6/1/21 through 11/30/21:

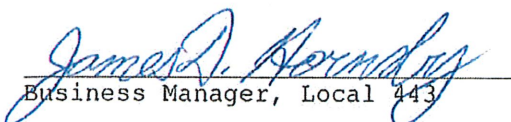
	Base		NEBF	Pension	SELCAT			
<u>CLASSIFICATION</u>	<u>Wage</u>	<u>Lineco</u>	<u>3%</u>	<u>15%</u>	<u>1.5%</u>	<u>NLMCC</u>	<u>AMF</u>	<u>TOTAL</u>
Substation Tech (95% of JL)	32.34	6.75	3%	15%	1.5%	0.01	0.03	45.43
Apprentice								
1 st 6 months-(60%) of ST	19.40	6.75	3%	15%	1.5%	0.01	0.03	29.98
2 nd 6 months-(65%) of ST	21.02	6.75	3%	15%	1.5%	0.01	0.03	31.91
3 rd 6 months-(70%) of ST	22.64	6.75	3%	15%	1.5%	0.01	0.03	33.84
4 th 6 months-(75%) of ST	24.25	6.75	3%	15%	1.5%	0.01	0.03	35.77
5 th 6 months-(80%) of ST	25.87	6.75	3%	15%	1.5%	0.01	0.03	37.71
6 th 6 months-(85%) of ST	27.49	6.75	3%	15%	1.5%	0.01	0.03	39.64
7 th 6 months-(90%) of ST	29.10	6.75	3%	15%	1.5%	0.01	0.03	41.57

12/01/21 through 12/30/21:

	Base		NEBF	Pension	SELCAT			
<u>CLASSIFICATION</u>	<u>Wage</u>	<u>Lineco</u>	<u>3%</u>	<u>15%</u>	<u>1.5%</u>	<u>NLMCC</u>	<u>AMF</u>	<u>TOTAL</u>
Substation Tech (95% of JL)	33.34	6.75	3%	15%	1.5%	0.01	0.03	46.63
Apprentice								
1 st 6 months-(60%) of ST	20.00	6.75	3%	15%	1.5%	0.01	0.03	30.69
2 nd 6 months-(65%) of ST	21.67	6.75	3%	15%	1.5%	0.01	0.03	32.68
3 rd 6 months-(70%) of ST	23.33	6.75	3%	15%	1.5%	0.01	0.03	34.68
4 th 6 months-(75%) of ST	25.00	6.75	3%	15%	1.5%	0.01	0.03	36.67
5 th 6 months-(80%) of ST	26.67	6.75	3%	15%	1.5%	0.01	0.03	38.66
6 th 6 months-(85%) of ST	28.34	6.75	3%	15%	1.5%	0.01	0.03	40.65
7 th 6 months-(90%) of ST	30.00	6.75	3%	15%	1.5%	0.01	0.03	42.64

*** The January 1, 2022 and 2023 Lineco annual hourly contribution rate have not been determined at this time. Additional wage sheets will be published upon written receipt of the anticipated increases received from the Lineco Board of Trustees.

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

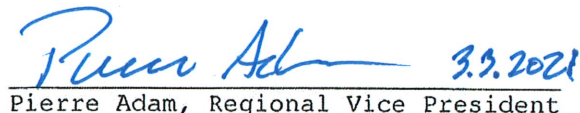

Business Manager, Local 443


Business Manager, Local 558

Date: 12/7/20

Date: _____

SIGNED FOR THE EMPLOYER


Pierre Adam, Regional Vice President

HENKELS & MCCOY, INC.

Date: 3.3.2021

Addendum B
Transmission Line Work

This Addendum is by and between Henkels & McCoy, Inc. and Local Union's 443 and 558, IBEW.

The purpose of this Addendum is to establish classifications, wages and specific terms that apply to Transmission Line work being performed in the aforementioned local's jurisdiction.

This Addendum shall take effect December 7, 2020 and shall remain in effect until November 30, 2023 unless otherwise specifically provided herein. This Addendum will continue in effect year to year thereafter from December 1st to November 30th of each year, unless changed or terminated in the way provided in the Alabama Statewide Agreement.

12/7/20 through 12/31/20:

	Base		NEBF	Pension	SELCAT			
<u>CLASSIFICATION</u>	<u>Wage</u>	<u>Lineco</u>	<u>3%</u>	<u>15%</u>	<u>1.5%</u>	<u>NLMCC</u>	<u>AMF</u>	<u>TOTAL</u>
Transmission Tech (95% of JL)	31.72	6.50	3%	15%	1.5%	0.01	0.03	44.45
Apprentice								
1 st 6 months-(60%) of ST	19.03	6.50	3%	15%	1.5%	0.01	0.03	29.28
2 nd 6 months-(65%) of ST	20.62	6.50	3%	15%	1.5%	0.01	0.03	31.18
3 rd 6 months-(70%) of ST	22.20	6.50	3%	15%	1.5%	0.01	0.03	33.07
4 th 6 months-(75%) of ST	23.79	6.50	3%	15%	1.5%	0.01	0.03	34.97

1/01/21 through 5/31/21:

	Base		NEBF	Pension	SELCAT			
<u>CLASSIFICATION</u>	<u>Wage</u>	<u>Lineco</u>	<u>3%</u>	<u>15%</u>	<u>1.5%</u>	<u>NLMCC</u>	<u>AMF</u>	<u>TOTAL</u>
Transmission Tech (95% of JL)	31.72	6.75	3%	15%	1.5%	0.01	0.03	44.70
Apprentice								
1 st 6 months-(60%) of ST	19.03	6.75	3%	15%	1.5%	0.01	0.03	29.53
2 nd 6 months-(65%) of ST	20.62	6.75	3%	15%	1.5%	0.01	0.03	31.43
3 rd 6 months-(70%) of ST	22.20	6.75	3%	15%	1.5%	0.01	0.03	33.32
4 th 6 months-(75%) of ST	23.79	6.75	3%	15%	1.5%	0.01	0.03	35.22

6/1/21 through 11/30/21:

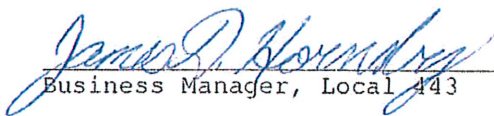
	Base		NEBF	Pension	SELCAT			
<u>CLASSIFICATION</u>	<u>Wage</u>	<u>Lineco</u>	<u>3%</u>	<u>15%</u>	<u>1.5%</u>	<u>NLMCC</u>	<u>AMF</u>	<u>TOTAL</u>
Transmission Tech (95% of JL)	32.34	6.75	3%	15%	1.5%	0.01	0.03	45.43
Apprentice								
1 st 6 months-(60%) of ST	19.40	6.75	3%	15%	1.5%	0.01	0.03	29.98
2 nd 6 months-(65%) of ST	21.02	6.75	3%	15%	1.5%	0.01	0.03	31.91
3 rd 6 months-(70%) of ST	22.64	6.75	3%	15%	1.5%	0.01	0.03	33.84
4 th 6 months-(75%) of ST	24.25	6.75	3%	15%	1.5%	0.01	0.03	35.77

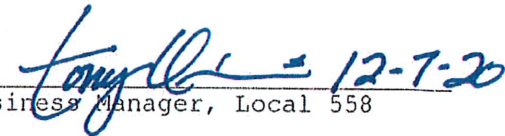
12/01/21 through 12/31/21:

<u>CLASSIFICATION</u>	<u>Base Wage</u>	<u>Lineco</u>	<u>NEBF 3%</u>	<u>Pension 15%</u>	<u>SELCAT 1.5%</u>	<u>NLMCC</u>	<u>AMF</u>	<u>TOTAL</u>
Transmission Tech (95% of JL)	33.34	6.75	3%	15%	1.5%	0.01	0.03	46.63
Apprentice								
1 st 6 months-(60%) of ST	20.00	6.75	3%	15%	1.5%	0.01	0.03	30.69
2 nd 6 months-(65%) of ST	21.67	6.75	3%	15%	1.5%	0.01	0.03	32.68
3 rd 6 months-(70%) of ST	23.33	6.75	3%	15%	1.5%	0.01	0.03	34.68
4 th 6 months-(75%) of ST	25.00	6.75	3%	15%	1.5%	0.01	0.03	36.67

*** The January 1, 2022 and 2023 Lineco annual hourly contribution rate have not been determined at this time. Additional wage sheets will be published upon written receipt of the anticipated increases received from the Lineco Board of Trustees.

SIGNED FOR THE UNION
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS



Business Manager, Local 443


Business Manager, Local 558

Date: 12/7/20

Date: _____

SIGNED FOR THE EMPLOYER


Pierre Adam, Regional Vice President
HENKELS & MCCOY, INC.

Date: 3.3.2021