

COLORADO STATEWIDE LINE CONSTRUCTION AGREEMENT

BETWEEN

WESTERN LINE CONSTRUCTORS CHAPTER, Inc. NECA

AND

LOCAL UNIONS 12, 111, & 113

OF THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

September 1, 2024, through August 31, 2027

TABLE OF CONTENTS

BASIC PRINCIPLES 4

ARTICLE I – Effective Date – Changes – Grievances - Dispute 4

ARTICLE II – Employer Rights – Union Rights 6

ARTICLE III – Hours – Wages – Working Conditions 13

ARTICLE IV – Outside Apprenticeship and Training 23

ARTICLE V – National Employees Benefit Agreement (NEBF) 24

ARTICLE VI – Administrative Maintenance Fund (AMF) 24

ARTICLE VII – Referral Procedure 25

ARTICLE VII – Separability Clause 31

ARTICLE IX – Code of Excellence 32

ARTICLE X – LMCC Local Labor-Management Cooperation Committee 32

ARTICLE XI – NLMCC National Labor Management Cooperation Committee 33

ARTICLE XII – Grievance Procedures 35

SCHEDULE “A” Wages and Classifications 36

ADDENDUM I Underground Construction 37

ADDENDUM II Street Lighting Maintenance & Construction 39

ADDENDUM III Journeyman Substation Technician 45

COLORADO STATEWIDE LINE CONSTRUCTION AGREEMENT

APPLICABLE ON

ALL OVERHEAD & UNDERGROUND LINE CONSTRUCTION WORK

Agreement by and between the Western Line Constructors Chapter, Inc., NECA, Inc., and Local Unions 12, 111, and 113, 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 Western Line Constructors Chapter, Inc., NECA, Inc. and the term "Union" shall mean Local Unions 12, 111, and 113, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

WITNESSETH: The purpose and intent of this Agreement is to establish uniform conditions of employment for outside electrical workers represented by the Union engaged in outside construction work for the Employer.

1. Wood pole construction work (power, telephone, radio, television, etc.) shall include the digging and backfilling of holes for poles and anchors by hand or mechanical equipment, the moving of men, tools and equipment; the handling, unloading and distribution of all material; the assembly and erection of all materials and structures including guying, stringing of conductors; and all work necessary to the ultimate completion of wood pole lines, substations, switch structures, or similar wood pole structures where used for the purpose of carrying electric wires, conductors, or equipment.

2. Steel, metal concrete, and/or all other materials used for outside construction work (power, telephone, radio, television, Photo-Voltaic etc.) where such construction is used for the purpose of carrying electric wires, conductors, or equipment, which includes construction of transmission towers, outdoor substations, microwave towers, switch racks, and/or similar electrical structures shall include the following: All excavation work for pads, foundations, anchors, etc. the construction of such pads or foundations; the backfilling and grounding of and around such pads or foundations; the moving of all men, tools and equipment; the handling, distribution, sorting and assembly of all materials and the erection of all structures; the stringing and installation of wires, cables and insulators and other electrical equipment suspended from such structures, and the ultimate completion of such work.

3. Underground installation (wood, tile, masonry, fiber, metal and all types of electrical duct where such installations come under the outside branch of the electrical industry) shall include the following: The moving of men, tools, material and equipment; the excavation and trenching, installation of race-ways or ducts, construction of man holes, transformer vaults, hand holes, backfilling, installation of fish wire, pulling, splicing, laying of wire or cables installed in race-ways or ducts, or direct burial and all operations required for the ultimate completion of such work.

4. Underground construction including apparatus and fixtures, on public property, such as street

lighting, highway lighting and motor traffic controls, etc., shall be covered by this Agreement.

5. The scope of this Agreement includes not only the new installations as outlined above, but also governs the repair, maintenance or dismantling on all above structures, lines, and equipment. The driving and operation of all vehicles and equipment necessary to perform the work under this Agreement shall be performed by workmen employed under the terms of this Agreement.

6. The installation of any and all gas piping installation, above and below ground, regardless of the type of materials, i.e.: plastic, P.V.C., steel, etc., and all necessary fittings, metering, supports, and all related work including all types of welding necessary for the ultimate completion of such gas installations. The moving of men, tools, materials, and equipment; the excavation and trenching, backfilling, and compacting necessary to complete this work shall be done by workmen employed under the terms and conditions of this Agreement.

7. FOG Wire is to be considered within the scope of this Agreement. The installation of Fiber Optic Wire, other than Fiber Optic Ground (FOG) Wire, may be done under this Agreement. However, it is recognized that other agreements may also contain the same installations within their scope.

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 agreement herein contained, the parties hereto agree as follows:

The Union and the Employer recognize that all employees have a right to enjoy a safe work environment, free from unreasonable interference, intimidation, hostility, or other offensive behavior on the part of a manager, co-workers, or visitors. It is also recognized that harassment, sexual or otherwise, is against the law and will not be tolerated.

ARTICLE I

EFFECTIVE DATE / CHANGES / GRIEVANCES / DISPUTES

EFFECTIVE DATE:

Section 1.01

This Agreement shall take effect September 1, 2024, and shall remain in effect until August 31, 2027, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1st through August 31st of each year, unless changed or terminated in the way later provided herein.

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 decisions shall be final and binding.

(e). When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f). Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

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 decisions shall be final and binding.

Section 1.09

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

**ARTICLE II
EMPLOYER RIGHTS / UNION RIGHTS**

Section 2.01

Members of the Union, except those meeting the requirements of Employer as defined herein, shall not contract for any electrical work by the hour, unit basis, lump sum or any other manner whatsoever.

Section 2.02

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.

NON-RESIDENT EMPLOYEES: (Portability)

Section 2.03

An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review,

modification, or rescission by the Council on Industrial Relations.

Section 2.04

The Employer shall not loan or cause to be loaned any workmen in his employ and covered by this Agreement.

Section 2.05

(a) The Employer acknowledges and agrees that if a majority of its employees has authorized the Union to represent them in collective bargaining; the Employer agrees to recognize and does hereby recognize the Union, its agents, representatives or successors as the exclusive collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Union on all present and future job sites.

(b) The Employer understands that the Local Union's jurisdiction -- both trade and territorial -- is not a subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

UNION SECURITY:

Section 2.06

(a) All employees covered by the terms of this Agreement shall be required to become and remain members of the Unions as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

AGE-RATIO:

(b) 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 2.07

(a) Certain qualifications, knowledge, experience and financial responsibility are required of an Electrical Contractor in order to be recognized as an Employer under the terms of this Agreement. An "Employer" is to be recognized as a person, firm or corporation having the above qualifications, who maintains a permanent place of business other than his home and has suitable financial status to meet payroll requirements.

(b) Workman shall install all electrical work in a safe and workman like manner and in accordance with applicable contract specifications.

(c) A Journeyman Lineman shall be required to make corrections on improper workmanship for which he is responsible, on his own time and during regular working hours, unless errors were made by orders of the Employer, or the Employer's representative.

MANAGEMENT'S RIGHTS:

(d) 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.

FOREMAN CALL-OUT BY NAME:

(e) The employer shall have the right to call a Foreman by name provided:

1. The employee has not quit his previous employer within 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 refer 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.

WORKERS' COMPENSATION INSURANCE:

Section 2.08

The Employer, as a condition of this Agreement, shall make regular payments to the State and/or Federal Government for Unemployment Compensation, Workers Compensation, Social Security and so forth, for each employee, and also such other payments as required by law. Regular payments to the National Electrical Benefit Fund as herein provided must also be made. Satisfactory proof of such regular payments must be furnished to the Union upon request.

APPOINTMENT OF STEWARDS:

Section 2.09

The Business Manager shall have the right to appoint a Steward at any shop or job where workmen are employed under the terms of this Agreement and shall notify the Employer of the appointment and his identity when such Steward is appointed. Such Steward shall see that the terms of this Agreement and the rules of the Local Union are observed and shall be allowed a reasonable length of time to perform these duties during regular working hours. Under no circumstances shall the Contractor dismiss, or otherwise discriminate against any employee or Steward for making a complaint or giving evidence in regard to an alleged violation of any provision of this Agreement. When disagreements or disputes cannot be resolved by the Steward or his Supervisor, same shall be submitted to the Business Manager and the Employer or his Representative for settlement or processing as provided in Section 1.05 thru 1.09 of this Agreement. A Steward shall not under any circumstances, cause a work stoppage on any job or in any shop. A Steward shall not be dismissed or laid off until the Business Manager has first been notified. At least one working day's notice shall be given when a Steward is laid off. At least forty-eight (48) hours notice shall be given to the Union when a Steward is transferred.

UNION RIGHT TO DISCIPLINE MEMBERS:

Section 2.10

The Union reserves the right to discipline its member for violation of its laws, rules and agreements.

Section 2.11

No Employer shall directly or indirectly or by any subterfuge, sublet or contract with employees, any or all of the labor services required on any contract of the Employer.

UNION JOB ACCESS:

Section 2.12

A representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement.

Section 2.13

Upgraded employees shall be considered temporary pursuant to Section 7.07 of this Agreement.

ANNULMENT/SUBCONTRACTING:

Section 2.14

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

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

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

(b) All SWPPP, environmental and remediation/restoration work, foundation work, all traffic control work, roads and matting, clearing/cutting/trimming of trees and vegetation, fencing work, all directional drill work and all work related thereto including potholing may be performed by employees not covered under the Agreement. IBEW members will be utilized to the fullest extent possible on all aspects of the work.

UNION DUES DEDUCTION:

Section 2.15

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 Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

HEALTH AND WELFARE:

Section 2.16

(a) LINECO: The Employer agrees to pay into a Welfare Fund, known as the Line Construction Benefit Fund: \$7.25 effective September 1, 2024, and effective January 1, 2025, \$7.50 and up to \$7.75 effective January 1, 2026, on all hours worked for all employees covered by this Agreement, the first twenty-five cents (\$0.25) of future increases will be borne by the Employer. Other increases beyond those stated above will be split on a 50/50 basis between the Employer and Employee. The Employees portion will be taken as a deduction from their paychecks not a reduction from their hourly wage. The contributions of the Employer shall be used to provide temporary disability, dental, hospital, surgical and medical expense benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Welfare Fund may determine and to provide funds for the organization and administration expenses of the Welfare Fund. The contributions may also be used to provide group life insurance to eligible employees if the trustees of the Welfare Fund may determine this protection is advisable.

The Employer agrees to be bound by the terms and conditions of the Trust documents and by the actions of the trustees, excluding any action prohibited by law or which diverts the funds from the purposes for which the Trust was created and to make available to the Lineco trustees such information and records as will enable the Lineco trustees to perform their functions.

The said Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the NECA Chapters and IBEW Unions. If any employer fails to make contributions to said Welfare Fund as provided in this Agreement, no later than the 15th day following the end of each calendar month, he shall be subject to having this Agreement terminated upon seventy-two 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 Line Construction Benefit Fund. In addition, if suit is instituted to collect any delinquent payment, the Employer shall also be liable for such interest, damages, fees and costs as are provided for by law.

(b) HRA: The Employer also agrees to pay into the Line Construction Benefit Fund \$1.00 per hour effective September 1, 2024, this amount is the required and maximum per hour contribution allowed and is to be calculated on all hours worked for all working classifications covered by this Agreement. These contributions shall be used to provide Health Reimbursement Account(s) under the Line Construction Benefit Fund Plan of Benefits.

Section 2.17

(a) Pension: Each Employer shall contribute to the Eighth District Electrical Pension Fund (the "Fund"), for the General Foreman, Foreman, Journeyman Lineman, and Welder classifications the sum of 15% effective September 1, 2024, and for all Apprentice classifications, Line Equipment Operator, CDL Groundman and Groundman 12% effective September 1, 2024, and for all other Underground Classifications set forth in Addendum I (except the Underground Groundman) 10.5% effective September 1, 2024, of the applicable straight time hourly wage for each employee of the Employer performing work covered by this Agreement. Changes to the contribution rate over the term of the Agreement are set forth in Schedule A. Employer contributions and accompanying payroll reports will be forwarded monthly to such depository and on such forms as

the Fund shall designate. Employer contributions and reports shall be delinquent if not received by the 15th day of each month.

Employer and Union adopt and agree to be bound by all the terms and provisions of the Second Amended and Restated Agreement and Declaration of Trust of the Eighth District Electrical Pension Fund, as amended (the "Trust Agreement") and all Rules and Regulations of the Pension Plan and other actions adopted or taken by the Board of Trustees of the Fund pursuant to the powers granted to the Board of Trustees by the Trust Agreement.

Employer designates and appoints as its representatives on the Board of Trustees of the Fund, the Employer Trustees appointed in the manner provided in the Trust Agreement. Union designates and appoints as its representatives on the Board of Trustees of the Fund, the Union Trustees appointed in the manner provided in the Trust Agreement.

The failure of any individual Employer to comply with the applicable provisions of the Trust Agreement shall also constitute a breach of this Agreement.

(b) Annuity: Each Employer shall contribute to the Eighth District Electrical Pension Fund Annuity Plan (the "Fund") the sum of 4.5% effective September 1, 2024 for all classifications set forth in Schedule A and the sum of 5.00% effective September 1, 2026, for all classifications set forth in Schedule A of the applicable straight time hourly wage for each employee of the Employer performing work covered by this Agreement for all hours worked. For the Underground Classifications set forth in Addendum 1 the sum of 1% effective September 1, 2024, and the sum of 1.5% effective September 1, 2026, of the applicable straight time hourly wage for each employee of the Employer performing work covered by this Agreement for all hours worked. Changes to the contribution rate over the term of this Agreement are set forth in Schedule A. Employer contributions and accompanying payroll reports will be forwarded monthly to such depository and on such forms as the Fund shall designate. Employer contributions and reports shall be delinquent if not received by the 15th day of each month.

Employer and Union adopt and agree to be bound by all the terms and provisions of the Second Amended and Restated Agreement and Declaration of Trust of the Eighth District Electrical Pension Fund, as amended (the "Trust Agreement") and all Rules and Regulations of the Annuity Plan and other actions adopted or taken by the Board of Trustees of the Fund pursuant to the powers granted to the Board of Trustees by the Trust Agreement.

Employer designates and appoints as its representatives on the Board of Trustees of the Fund, the Employer Trustees appointed in the manner provided in the Trust Agreement. Union designates and appoints as its representatives on the Board of Trustees of the Fund, the Union Trustees appointed in the manner provided in the Trust Agreement.

The failure of any individual Employer to comply with the applicable provisions of the Trust Agreement shall also constitute a breach of this Agreement.

(c) 401(k): Employees performing work covered by this Agreement who are participants in the Eighth District Electrical Pension Fund Annuity Plan ("Fund") may elect to participate in Fund's

401(k) Salary Reduction Program (the “Program”) by signing and delivering to the Employers and Fund administrator an Elective Deferral Authorization (“Authorization”) form approved by the Fund. Employer shall reduce and withhold from the employee’s salary the amount per hour and during the payroll periods specified by the employee in the Authorization. The Authorization and any written modified Authorization shall be delivered to the Employer and Fund Administrator at least 15 days prior to the beginning of the specified payroll period. Employer shall remit and pay to the Fund or its designated depository the total of all reduced salary withheld pursuant to such Authorization on or before the 15th day of the calendar month after the calendar month in which such reduced salary was withheld. Employer’s payments shall be accompanied by such reporting forms as the Fund shall designate. Employer’s payments and reports shall be delinquent if not received by the Fund by the 15th day of each calendar month.

Effective September 1, 2018, employees can self-contribute to this 401(k) program in increments of \$0.05 and maximum of \$8.00. Contributions can be modified in the first pay period of January and July and upon referral.

SUBSTANCE ABUSE:

Section 2.18

(a) 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.

(b) The policy under the Category I Substance Abuse Testing Language is that testing for all employees will be in conformity with the Department of Transportation [DOT] policy/regulations so that all employees are substance abuse tested per DOT regulations-standards and/or per customer requirements. Post-Accident Testing shall be allowed on any reportable incident.

VOLUNTARY CONTRIBUTIONS TO COPE AND BROTHERHOOD FUNDS:

Section 2.19

Employers agree to deduct from the Employee’s check and forward to the specified Local Union Fund for Cope (\$0.01 per hour) and/or Brotherhood Fund (\$0.05 per hour) from each payroll check to be designated by the Employee. The parties hereto agree that these Funds are managed solely by the Local Union(s) and will not be used to the detriment of the Chapter or NECA. In addition, the Employer does not contribute any amounts to these Funds or Administration of the Funds in any way. These Funds will be forwarded electronically through the Chapter’s one-check system

on a monthly basis to an account designated and administered solely by the Local Union(s). In addition, all administration for requesting any deduction will be managed by the Local Union(s) and will be completed at the time of referral. Enforcement for delinquent payments to these funds shall be the sole responsibility of the Local Union(s).

ARTICLE III HOURS/ WAGES/WORKING CONDITIONS

HOURS: (WORKDAY/WORKWEEK)

Section 3.01

(a) Eight (8) hours worked between the hours of six (6:00 am) and six (6:00 pm) with not less than a consecutive thirty (30) minutes for lunch period shall constitute a workday. Such lunch period shall be taken between the hours of twelve (12:00) noon and one (1:00) p.m. Forty (40) hours within five (5) such work days, Monday through Friday inclusive, shall constitute a workweek.

(b) By mutual consent of the Business Manager of the Local Union and the Employer, the starting time, quitting time, and the workweek may be varied. Any such agreement shall be reduced to writing in a memorandum or understanding and signed by the Business Manager and the Employer before any variation shall be effective. Such variation may be canceled by mutual consent of the parties. One day's notice shall be given when any change is desired.

(c) Modified workweek by mutual consent between the Union and the Employer, a 4-10's workweek may be allowed with the following requirements:

- (1) The workweek shall consist of four (4) consecutive ten (10) hour days, within Monday through Thursday or Tuesday through Friday.
- (2) Overtime will be in accordance with Section 3.02 below.
- (3) Fridays may be used as a make-up day by mutual consent of the Employer and the Union. Such make-up day will be paid at the straight time rate of pay.
- (4) Any other variation in the workweek will be established in a pre-bid conference.
- (5) If a holiday falls during the normal workweek, the schedule may be modified to accommodate the holiday.

OVERTIME/HOLIDAYS:

Section 3.02

(a) All work performed outside of the regularly scheduled workdays and on Saturdays, shall be paid for at the rate of time and one-half (1 1/2) the regular rate. All work performed on Sundays and the following holidays shall be paid for at double (2 times) the regular rate: Labor Day, New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day. If Christmas Day, New Year's Day and Fourth of July fall on Saturday, then Friday shall be observed as the holiday. If Christmas Day, New Year's Day and Fourth of July fall on Sunday, then Monday shall be observed as the holiday.

(b) No work shall be performed on Labor Day, except in cases of emergency. When holidays are observed by a customer and affect a crew(s), then such conditions shall be announced to the crew(s) affected as early as possible.

Section 3.03

An employee must present to his Employer a bona fide jury duty slip in order to be excused for jury duty. That employee shall receive all compensation afforded by state law.

Section 3.04

(a) Should an employee be required to work longer than two (2) hours after any scheduled period of work, (unscheduled overtime), he shall be entitled to an Employer furnished meal and an additional meal every four (4) hours thereafter. In the event the Employer does not furnish a meal, the employee will be entitled to a meal allowance of twenty-five (\$25.00) for each missed meal. Time spent eating such meals shall be counted as time worked.

(b) Any job which is set up on a scheduled overtime basis and the employees have been notified at least by quitting time on the previous day that such is to be the case then the employee shall furnish his own meals except on storm breaks, (as noted below), and shall be allowed one-half (1/2) hour to eat such meals.

(c) An employee who has worked overtime shall be permitted eight (8) hours rest before continuing on a regular shift. An employee who has worked six (6) hours or more overtime prior to any regular work day shall draw the appropriate overtime rate of pay until relieved for at least eight (8) hours before the start of the next regular work day.

(d) Employees shall be paid two (2) times the straight time hourly rate of pay for all hours worked in excess of sixteen (16) hours in any twenty-four (24) hour period. Such employees will remain on two (2) times the straight time rate of pay until released from duty for eight (8) consecutive hours.

(e) On storm work, as in an emergency declared by the Governor and/or approved by the Customer, employees shall be compensated at the rate of one and one half (1 ½) times the regular rate of pay. Employees shall be required to take a six (6) hour rest break in every twenty-four (24) hour period. The employee shall be entitled to a thirty (30) minute paid meal period every four (4) hours and an Employer and/or a customer furnished meal for the employees. Should the meal not be furnished, the employee will be entitled to a meal allowance per section 3.04 (a) for each meal missed.

(f) For National storm emergencies the employer shall have full portability of manpower subject to completion of the Storm Work Reporting Form, and notifying the appropriate Local Union(s).

PAYDAY:

Section 3.05

(a) The rates of wages to be paid to workmen covered by this Agreement are set forth in Schedule "A". All employees working for any Employer under the terms of this Agreement shall be paid on a regular weekly payday not later than quitting time on Friday.

- (b) The Employer shall not hold back more than one week's pay.
- (c) Any workman required to wait for his pay shall receive pay at the straight time rate until paid, not to exceed eight (8) hours pay in any one twenty-four (24) hour period or forty (40) hours pay in any one seven (7) day period.
- (d) If a workman claiming waiting time is not available where checks are normally delivered, the Employer may send his check to the address given the Employer on the W-4 Form by U.S. Certified Mail and the postmark on such Certified Mail shall be considered as the time when the employee is paid. Claims for waiting time not registered with the Business Manager of the Union and the Employer within the time limits of Grievance Procedures in Article XII, Section 12.01 shall be forever waived. However, the waiting time pay will not commence until verbal or written notification of such discrepancy has been communicated to the Business Manager or his representative and the Employer or its representative.
- (e) Any Employer who pays with a check, which is not immediately cashable, shall be required to pay by cash on all future paydays.
- (f) Any Employer desiring to pay by check shall have a Company check with the name of the Company printed thereon. The Employer shall attach to the pay check or the pay envelope a check stub or list showing all itemized deductions, amount paid for at the straight time rate, amount paid for at the overtime rate, gross amount and net amount.
- (g) In cases of hardship, new employees upon request shall be permitted to draw up to seventy-five (75%) of actual gross wages accrued once during the period from the first day of employment until the first regular weekly payday only. After this date the regular provisions of this section shall apply.
- (h) When employees are laid off or discharged, they shall receive their wages in full at the time of being laid off or discharged.
- (i) If available by the Employer, effective September 1, 2012, employees may opt for a direct deposit of his/her paycheck and shall be subject to the regulations of the Employers direct deposit procedures not inconsistent with the conditions set forth above. Employees may elect the direct deposit method of payment upon referral or on a semiannual basis during the months of January or July.

Under the direct deposit system, the Employer will comply with the pay provisions set forth above in Section 3.05. However, should a delay occur in the check being direct deposited into the employee's account due to a Financial Institution error or a bank holiday the Employer will not be held responsible for any of the penalties set forth above.

If a bank error occurs, the Employer agrees to diligently remedy the situation by following up on the error with the bank(s) and shall endeavor to see the employee is paid in a timely manner.

SHOW-UP PAY:

Section 3.06

(a) Any employee reporting for work on a scheduled work day, and does not start work for any reason beyond his control, and not having been notified prior to quitting time the last day worked, shall be paid for two (2) hours at the applicable rate of pay. Workmen may be required to perform duties, including safety meetings, at headquarters during these two hours. All employees shall furnish the Employer with a telephone number at which he may be reached. However, if employees report for work and decide by employee vote to either a) not start work, or b) suspend work after having started work, due to inclement weather, they shall be paid for time worked only.

(b) If work is suspended by the Employer after work has started, the employee shall be paid for time worked at a minimum of two (2) hours. However, if the employee is terminated for just cause or the employee quits, the employee shall be paid for time worked only.

Section 3.07

For purposes of this Article, "terminated" shall mean stopped from working, temporarily or otherwise, by the Employer or his Representative. Any employee who quits or is terminated for just cause shall receive only time worked back to his reporting headquarters.

Section 3.08

Workmen called for work outside their regular working hours shall receive the overtime rate of pay and in no case shall a workman receive less than two (2) hours pay at the overtime rate.

Section 3.09

Workmen desiring to take time off must notify the Employer the previous day except in case of emergency or sudden illness, in which case the notification must take place prior to starting time on the day to be missed.

Section 3.10

Workmen covered by this Agreement are not to receive less than the regular hourly rate of pay for their job classification when called upon to perform work of lesser skill, unless cleared through the office of the Business Manager in whose jurisdiction the work is performed.

Section 3.11

(a) The Employer shall establish headquarters for each job where men report for work. Such headquarters shall be on a concrete, blacktop or other hard surfaced road, or on an improved road that has a prepared sub-base. Each headquarters shall provide adequate parking and toilet facilities. Employees working out of headquarters shall be transported to the job and returned to headquarters on the Employer's time. Contractor will provide forty-eight (48) hour notice prior to moving headquarters.

(b) Headquarters

All employees are to be dispatched to a centrally located, semi-permanent site recognized as the Employers headquarters. Jobsite reporting of at least four (4) days will be allowed so long as those sites meet the same criteria as headquarters. Any dispute over the selection of show up sites may be settled by one representative from each the Union and the Employer. If no agreement is reached,

the grievance procedure will be used.

(c) The following subsistence allowance shall become effective September 1, 2006. A free zone will be established around five major Colorado cities as follows:

| | |
|--|----------|
| Denver (I-25 & I-70 intersection) | 40 miles |
| Colorado Springs (I-25 & Uintah exit) | 40 miles |
| Pueblo (I-25 & Hwy 50 intersection) | 40 miles |
| Grand Junction (I-70 & Hwy 50 intersection) | 40 miles |
| Fort Collins (Hwy 287 & Hwy 14 intersection) | 40 miles |

Any show-up site established outside of these zones will require \$100.00 per day subsistence.

Section 3.12

(a) Statewide Portability will be allowed under the following circumstance: Notice will be provided first to the Local Union in which the Employer desires to transfer Bargaining Unit Employees and copied to the Local Union where bargaining unit employees are to be transferred from.

Local Unions experiencing 25% or higher unemployment must approve transfer of bargaining unit employees into that jurisdiction with the Local Union.

The Employer will identify all employees to be transferred into that Local Union's jurisdiction. That list of employees can be transferred back to the original Local Union in which the bargaining unit employees were transferred from. Failure to follow the prescribed procedure will be deemed a material breach of this Agreement.

(b) Portability between the Colorado Statewide Line Construction Agreement and the Eighth District REA Agreement would be allowed for Bargaining Unit Employees that have been employed by a contractor signatory to the Colorado Statewide Line Construction Agreement for at least 120 hours, for every one (1) Bargaining Unit Employee(s) to be transferred to the Eighth District REA Agreement one (1) Bargaining Unit Employee of the same classification will be obtained through the Local Union Hiring Hall responsible for the administration of the jurisdiction in which the work is to be performed. Likewise portability between the Eighth District REA Agreement and the Colorado Statewide Line Construction Agreement would be allowed for Bargaining Unit Employee(s) that have been employed by a contractor signatory to the Eighth District REA Agreement within the State of Colorado for at least 120 hours, for every one (1) Bargaining Unit Employee to be transferred to the Colorado Statewide Line Construction Agreement one (1) Bargaining Unit Employee of the same classification will be obtained through the Local Union Hiring Hall responsible for the administration of the jurisdiction in which the work is to be performed. The Local Union that Bargaining Unit Employee(s) were under referral will be notified with Termination notices provided by the Local Union or Contractors representative. Either Local Union(s) experiencing 25% or higher unemployment defined per working classification at each IBEW Local Union, must approve transfer of bargaining unit employees into that jurisdiction with the Local Union. The Employer will identify all employees to be transferred into that Local Union's jurisdiction as well as notify the Local Union in which

Bargaining Unit Employee(s) are leaving. Failure to follow the prescribed procedure will be deemed a material breach of this Agreement.

Section 3.13

On all accidents the employee injured shall file the proper State Compensation Form with the Employer and Union within four (4) days of the date of the accident. Where the injured employee is incapable of filing the reports within a four (4) days period following the accident, the responsibility shall revert to the Employer.

Section 3.14

(a) All work performed under this Agreement shall be done in accordance with applicable Federal, State, Local and/or Employer safety rules and regulations. The "Colorado Statewide Underground Overhead Line Accident Prevention Manual" and amendments shall be a binding part of this Agreement.

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

(c) All OSHA recordable accidents will be reported to the appropriate Local Union and Mountain States JATC within 48 hours of the OSHA recordable accident.

Section 3.15

(a) There shall be a daily safety meeting on all jobs using helicopters, on Company time. All workmen working under or riding in helicopters shall be required to attend these meetings. Journeyman Lineman or another qualified workman under the direct supervision of a Journeyman Lineman will hook and catch loads under the helicopters.

(b) The Employer shall make every effort to have the helicopter pilot(s) attend these meetings.

(c) Workmen not attending the daily helicopter safety meetings or violating the recognized safety rules, shall be subject to immediate discharge by the Employer or removal from the job by the Union. Such workmen shall also be subject to discipline as specified in Article II, Section 2.10 of this Agreement.

(d) The Employer shall designate one person of their own choosing, management personnel included, who shall be the helicopter safety inspector for the job. It shall be his responsibility to be knowledgeable in all matters relating to helicopter safety and to apply this knowledge in the daily safety meetings.

(e) The Employer shall notify in writing the applicable Local Union as to the name and qualifications of the designated helicopter safety inspector.

(f) Any violation, misuse, or disagreement over the application of this Section shall be immediately referred to the Joint Conference Committee who shall have the authority to take any action necessary to correct the situation, including the assessment of "Hazard Pay," which shall be defined to mean that every affected workman on the project shall be paid double-time wage rate until the

violation or abuse is corrected.

SHIFT WORK:

Section 3.16

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 (7 1/2) 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.

Section 3.17

Employees placed on temporary layoff will be terminated within thirty (30) days, unless those employees have been medically certified as unable to work or have been granted a leave of absence by the Employer and the Union. The Employer will notify the Union of all layoffs on termination forms supplied by the Local Union or by the Employer.

Section 3.18

(a) Whenever a workman is responsible for directing work of another Journeymen Lineman, or the number of workmen in a crew totals three (3) or more, then he shall be classified as Foreman and is to receive such rate. Only men classified as Journeyman Lineman or Journeyman Technician, will be permitted to perform the duties of a Foreman. The Local Union shall be notified in writing within two (2) working days of the names of all Foremen and General Foremen. A Foreman shall not be required to supervise a crew composed of more men than they can safely and adequately supervise. A Foreman may supervise a maximum of three (3) two (2) man residential electric and/or gas service installation crews providing they are all working out of the same show-up site.

(b) Workmen assigned to a Foreman are not to take orders or accept layout of work from anyone but their Foreman. Only men classified by the Local Union, as Journeyman Lineman or Journeyman Technician will be permitted to perform the duties of a Foreman.

(c) All personnel appointed as Foreman by the Company shall receive one (1) hour of overtime per day worked for the performance of administrative duties, which are expected to be performed outside of normal work hours. Such payment shall also include the payment of all negotiated benefit contributions as per the collective bargaining agreement.

(d) A General Foreman shall be a Journeyman Lineman for work performed under Schedule A.

Section 3.19

(a) Makeup of a crew to perform work under this Agreement shall conform to the following: When ground framing or assembling poles or structures, the ratio of two (2) Groundman or Equipment Operators to each Foreman, Lineman or Apprentice Lineman is not to be exceeded. The making up, installation and pulling up of guys and/or sagging of conductors shall be done at the ratio of one (1) Groundman or Equipment Operator to each Foreman, Lineman or Apprentice Lineman and is not to be exceeded. When stringing in or near energized conductors a Journeyman Lineman shall be designated to watch wire reels. Erection, other than as provided in Subsection (b), shall be done in the same ratio. This shall not preclude the use of additional Groundman as Flagmen when needed. Assembly of steel in the steel yard on the job or rigging of steel for erection shall be done by assembly crews in the ratio of two (2) Groundman or Equipment Operators to each Foreman, Lineman or Apprentice Lineman is not to be exceeded.

(b) Erection or removal of unframed poles, except on line with multiple pole structures, digging of pole and anchor holes, backfilling and tamping of same either by hand or by mechanical means, shall be done under the supervision of a workman classified as a Journeyman Lineman who shall be assisted in the work by any required crewmen that he can adequately and safely supervise. On hand hole digging crews, such supervision should not exceed three adjacent work sites.

(c) Under no circumstances shall classification other than Line Foreman, Journeyman Lineman, Journeyman Technician, or Apprentice Lineman be permitted to climb. Work done from mechanical equipment, platform lifts, or ladders shall be performed by Line Foreman, Journeyman Lineman, Journeyman Technician, or Apprentice Lineman.

Section 3.20

No workman shall be permitted to work on energized lines exceeding 5,000 volts between phases unless such work is done with approved tools of the "hot stick" variety. However, gloving procedures will be allowed, which are established by the parties to this Agreement. When work is being done on energized lines, a qualified observer shall be present, and the work is to be supervised and directed by a Line Foreman. Workmen performing work on energized lines on contract jobs for firms who pay premium to their employees for such work, shall have the same premium percentage or allowance applied to their rate established by this Agreement. An effective means of emergency communication shall be provided.

Section 3.21 CDL Groundman:

(a) Groundman duties are the driving of trucks, not to exceed 15,000 pounds empty weight or less, material haul, man haul, and light equipment, and the use of a jackhammer. Groundman shall possess the necessary Commercial Driver's License (CDL) when the job conditions require driving of trucks on roads that require that licensing. He may be used at other Groundman duties when not

so engaged such as hand digging, unloading and loading of material and may when available also directly assist Journeyman Lineman assigned to a Foreman.

(b) A Groundman possessing a valid CDL license may be called from the Available for Work List to drive all vehicles requiring such licensing and may be allowed to operate the following pieces of light equipment at a rate equal to: operator + groundman divided by 2.

(c) Light Equipment: dump trucks not to exceed 5 yds. capacity, wire trucks, walk behind and remote-controlled compaction equipment, saw cutting equipment, water truck, material van/truck, pothole trucks/trailers, patch mix trailer/truck.

(d) When CDL Groundmen are required, as a part of their duties, to supervise the work of other employees, he/she shall be paid at the LEO rate. All equipment not included in this list is to be operated by Line Equipment Operators.

Section 3.22

(a) Line Equipment Operator's duties shall include the operation of any equipment necessary to the ultimate completion of the job. All Operators shall possess proper Commercial Driver's License (CDL) and Department of Transportation Certificate necessary for the operation of the equipment that they will be operating when the job conditions require that they drive or operate said equipment on roads that require said licensing and health certificates.

(b) Line Equipment Operators may be used as Groundman when not engaged in the operation or service of line equipment and so assigned by the Employer but shall not receive less than the established Operator's rate of pay.

Section 3.23

All equipment when used in the installation or maintenance of overhead and underground electrical work coming under the jurisdiction of the Outside Construction Branch of the I.B.E.W. shall be operated by Journeyman Lineman, Journeyman Technician, Line Equipment Operator, Apprentice Lineman, except as permitted in Addendum I & II of this Agreement. Equipment Operators shall be responsible for the daily service and maintenance of their assigned equipment.

Section 3.24

Journeyman Lineman shall be permitted to perform all phases of the work at the Lineman's rate of pay except where employees are hired for the propose of right-of-way clearance or installation of fences and gates.

Section 3.25

(a) All blasting work is to be directed by Journeyman Lineman or Line Foremen. Powdermen shall be employed only when Journeyman Lineman or Line Foremen experienced in powder work are not available. All Powdermen shall receive Journeyman's rate of pay, for all powder work for workmen referred. If qualified Powdermen cannot be obtained from the referral system, the Employer may obtain Powdermen in accordance with this Agreement. A Powderman must become certified in order to receive Journeyman's rate. Line Equipment Operator's pay will apply for non-certified Powdermen.

(b) When qualified personnel are not available from the Union, the Employer may subcontract this work.

Section 3.26

(a) The Employer shall furnish all safety devices and equipment needed for safe performance of the work and shall furnish first aid sets. It shall be the duty of the driver of the vehicle to see that the first aid set is properly maintained.

(b) Personal safety equipment in the nature of hard hats, safety glasses, rubber sleeves, rubber gloves, protectors, AR/FR Clothing and other PPE, will be assigned to the employee and must be returned to the Employer when termination occurs. If the above referenced safety materials are not returned, an amount equal to the Employer's cost of the non-returned items, or items damaged beyond normal wear and tear shall be deducted from the employee's final wages. This paragraph will be applicable to items such as manuals as well.

Section 3.27

The Employer shall provide conveyances for transporting workmen to and from the job, which will protect them from unfavorable exposure. Such conveyances shall have adequate seats or benches and shall not carry tools, materials or equipment in such a manner as to cause a hazard to the riders, nor carry explosives or flammables. The Employer shall furnish paper cups and adequate drinking water on each truck. The Employer shall furnish ice for drinking water once a day when the majority of crew(s) request it during hot weather.

Section 3.28

The Employer shall provide a place to protect and lock the workmen's tools from damage or loss. Workmen will be held responsible for loss or damage of Employer's and/or Employee's tools through their carelessness or willful neglect until placed in locker, tool boxes, or storage, providing the Employer furnishes same. Employer shall have the right to direct workmen to remove personal tools from Company property and/or equipment on Company time.

Section 3.29

A Journeyman Lineman, Journeyman Technician, or an Apprentice Lineman will be required to provide themselves with at least the following tools:

| | |
|--------------------------------------|---|
| Body Belt *1 | Channel Lock type Pliers |
| Safety Strap *1 | Longnose type Pliers |
| Climbers with Strap *1 | 6' all wood folding Rule |
| Hammer | 2 Crescent type Wrenches not over 12" |
| Klein type Side Cutting Pliers | 12" Ratchet Wrench handle with 1/2" drive |
| 9" Klein type Cutters | Skinning Knife |
| 2 Screw Drivers | Speed Wrenches |
| 1 light | 1/2" – 9/16" |
| 1 heavy | 11/16" – 3/4" |
| Tool Bag, Klein #5105, or comparable | 13/16" – 7/8" |

Contractor to furnish all other necessary tools. Contractor shall replace only those lost or stolen

tools listed above unless they are lost or stolen because of neglect.

Section 3.30

Line Equipment Operators and Groundman shall be required to provide themselves with the following list of tools:

- | | |
|-----------------------------------|---------------------|
| 9" Klein type Side Cutting pliers | 12" Crescent Wrench |
| Hammer (not to exceed 32 oz.) | 12' Tape Measure |

Contractor to furnish all other necessary tools. Contractor shall replace only those lost or stolen tools listed above unless they are lost or stolen because of neglect.

Section 3.31

(a) All applicants for employment must present to the Employer proof of completion of a physical examination that fulfills the Federal Department of Transportation (DOT) requirements. All employees must maintain current records of physical examinations as required by the DOT. The Employee will pay (from a deduction of their pay) for any DOT moving violation fine or citations while driving an Employers vehicle.

(b) All applicants for employment must present to the Employer a current First Aid certificate as required by DOT regulations. All employees must maintain a current First Aid certificate as required by DOT regulations.

(c) All applicants for employment must present to the Employer a current OSHA ET&D 10 Hour Completion Card or will successfully complete the 1st available OSHA ET&D 10 Hour Class after referral and they must maintain that completion card.

(d) Effective September 1, 2021, all individuals that hold the classification of Line Equipment Operators, Underground Equipment Operators and Trainees, Apprentice Lineman and Journeyman Lineman shall have a current Crane Operator Certification from an accredited agency (EICA or ANSI) pursuant to DOL 29 CFR Part 1926 Cranes and Derricks in Construction-Final Rule. The crane certification classes will be offered by Mountain States JATC.

Section 3.32 Storekeeper

Shall be paid at the LEO rate and shall not be allowed to operate any equipment other than boom trucks or forklifts for the purpose of delivering and/or handling material.

**ARTICLE IV
OUTSIDE APPRENTICESHIP & TRAINING**

Section 4.01

The Area Training Agreement entered into between the Western Line Constructors Chapter of NECA, and IBEW local union number 12, 111, and 113, as approved by the International President on January 1, 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 one and three quarters percent (1.75%) of the gross monthly labor payroll. Apprentices' wages

and ratio of apprentice to Journeymen are specified in the Area Training Agreement.

**ARTICLE V
FRINGE BENEFITS
NATIONAL EMPLOYEE BENEFITS AGREEMENT**

NEBF:

Section 5.01

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.

**ARTICLE VI
ADMINISTRATIVE MAINTENANCE FUND (AMF)**

Section 6.01

All employers signatory to this labor agreement shall contribute .5% of their gross monthly payroll payable to the Administrative Maintenance Fund for each hour worked by each employee covered by this Agreement. The monies are for the purpose of administration of the collective bargaining agreement, grievance handling, and all other management duties and responsibilities pursuant to this Agreement. The Administrative Maintenance Fund contributions shall be submitted with all other fringe benefits covered by this Labor Agreement by the 15th of the month. This fund shall be administered solely by the Chapter and will not be used to the detriment of the Local Union or the IBEW. Enforcement for delinquent payments to this fund shall be the sole responsibility of the Chapter and not the Local Union.

NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

Section 6.02

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 VII REFERRAL PROCEDURE

Section 7.01

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 7.02

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

Section 7.03

(a) The Employer shall have the right to reject any applicant for employment.

(b) In the event the Employer rejects any applicant for employment as provided above in Section 7.03 (a), such rejection shall be made at the job site or shop unless the Employer has, within one (1) year prior to the referral for an applicant, notified the Union in writing that it wished to reject the applicant as provided in Section 7.03 (a).

Section 7.04

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 7.05

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 ½) 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 ½) 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 (3-½) 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 ½) 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
GROUNDMAN – TRUCK DRIVER**

GROUP I

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

GROUP II

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

GROUP III

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

GROUP IV

All other applicants for employment.

**CLASSIFICATION D
UNDERGROUND OPERATOR/TRAINEE**

GROUP I

All applicants for employment who have two (2) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have

been employed for a period of at least one (1) year in the last two (2) years under a collective bargaining agreement between the parties to this Agreement.

GROUP II

All applicants for employment who have two (2) or more years' experience in the trade.

GROUP III

All applicants for employment who have one (1) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market area and who have been employed for at least six (6) months in the last two (2) years in the geographical area covered by the trade under a collective bargaining agreement between the parties to this Agreement.

GROUP IV

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

**CLASSIFICATION E
GAS FUSION FITTER/WELDER**

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 been certified for gas fusion welding by the Utility company in whose jurisdiction the work is being performed, 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 ½) years' in the geographical area covered by the collective bargaining agreement.

GROUP II

All applicants for employment who have three and one-half (3 ½) years' experience in the trade and who have been certified for gas fusion welding by the Utility Company in whose jurisdiction the work is being performed.

GROUP III

All applicants for employment who have two (2) 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 ½) 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.

Section 7.06

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 7.07

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 7.08

"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 Colorado: Alamosa, Archuleta, Baca, Bent, Chaffee, Conjos, Costilla, Crowley, Custer, Fremont, Huerfano, Kiowa, Las Animas, Mineral, Otero, Prowers, Pueblo, Rio Grande and Saguache. This area shall be administered by Local Union No. 12.

(b) The following counties in the State of Colorado: Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Eagle, Gilpin, Grand, Jackson, Jefferson, Lake, Larimer, Logan, Morgan, Phillips, Sedgwick, Summit, Washington, Weld, Delta, Delores, Garfield, Gunnison, Hinsdale, LaPlata, Mesa, Moffat, Montezuma, Montrose, Ouray, Pitkin, Rio Blanco, Routt, San Miguel, San Juan and Yuma. This area shall be administered by Local Union No. 111.

(c) The following counties in the State of Colorado: Cheyenne, Elbert, El Paso, Kit Carson, Lincoln, Park and Teller. This area shall be administered by Local Union No. 113.

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 the Agreement applies.

Section 7.09

"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 7.10

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 (3½) years' experience in the trade.

Section 7.11

The Union shall maintain an "Available for 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 7.12

An applicant who has registered on the "Available for Work List" must renew his application every 30 days or his name will be removed from the list.

Section 7.13

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 7.14

(a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Available for Work List" and then referring applicants in the same manner successively from the "Available for 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.

REPEATED DISCHARGE:

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

Section 7.15

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 7.16

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 these members.

Section 7.17

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 7.04 through 7.15 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 7.18

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 normal business hours.

Section 7.19

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 7.20

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

REVERSE LAYOFF:

Section 7.21

When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

(a) Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this group. Next to be laid off are employees in Group III, if any are employed in this group, then those in Group II, and then those in Group I.

(b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 7.15(a) is required.

(c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate group in paragraph (a) above.

**ARTICLE VIII
SEPARABILITY CLAUSE**

Section 8.01

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 applicable laws.

Section 8.02

Nothing in this Agreement is intended to require the violation of applicable State or Federal Laws by either the Employer or the Union.

**ARTICLE IX
CODE OF EXCELLENCE**

Section 9.01

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 X
LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)**

Section 10.01

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 10.02

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 10.03

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 Western Line Constructors Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 10.04

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 XI

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 11.01

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 workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

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

Section 11.02

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 11.03

Each employer shall contribute one cent (\$.01) per hour worked, up to a maximum of 150,000 hours per year, for work performed under the terms of IBEW Local Union agreements with the Western Line Constructors Chapter, 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. Western Line Constructors Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 11.04

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 XII GRIEVANCE PROCEDURES

Section 12.01

STEP ONE: A Grievance must be filed no later than ten (10) days after the date of action complained of, or the date employee became aware of the incident, which is the basis for the Grievance, whichever is later.

Section 12.02

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

Section 12.03

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

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

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

Section 12.04

STEP FOUR: In the event the Grievance is not settled in Step Three, it shall be referred to the Labor-Management Committee as described in Section 1.05 above.

SCHEDULE "A" WAGES AND CLASSIFICATIONSError! Bookmark not defined.

The following hourly rates of pay are to be paid to classifications employed on power construction, effective September 1, 2024. (or to the nearest pay period ending)

| Classification | 9/1/2024 – 8/31/2025 | | | 9/1/2025 – 8/31/2026 | | | 9/1/2026 – 8/31/2027 | | |
|-----------------------------------|----------------------|---------|---------|----------------------|---------|---------|----------------------|---------|---------|
| | Wage | Pension | Annuity | Wage | Pension | Annuity | Wage | Pension | Annuity |
| General Foreman | \$66.50 | \$9.98 | \$2.99 | \$69.83 | \$10.47 | \$3.14 | \$73.32 | \$11.00 | \$3.67 |
| Foreman | \$63.24 | \$9.49 | \$2.85 | \$66.40 | \$9.96 | \$2.99 | \$69.72 | \$10.46 | \$3.49 |
| Journeyman Lineman ¹ | \$58.53 | \$8.78 | \$2.63 | \$61.46 | \$9.22 | \$2.77 | \$64.53 | \$9.68 | \$3.23 |
| Welder | \$58.53 | \$8.78 | \$2.63 | \$61.46 | \$9.22 | \$2.77 | \$64.53 | \$9.68 | \$3.23 |
| Line Equipment Operator | \$42.16 | \$5.06 | \$1.90 | \$44.27 | \$5.31 | \$1.99 | \$46.48 | \$5.58 | \$2.32 |
| CDL Groundman ² | \$34.12 | \$4.09 | \$1.54 | \$35.83 | \$4.30 | \$1.61 | \$37.62 | \$4.51 | \$1.88 |
| Groundman | \$26.09 | \$3.13 | \$1.17 | \$27.39 | \$3.29 | \$1.23 | \$28.76 | \$3.45 | \$1.44 |
| Apprentices | | | | | | | | | |
| 1 st Period 60% of J/L | \$35.12 | \$4.21 | \$1.58 | \$36.88 | \$4.43 | \$1.66 | \$38.72 | \$4.65 | \$1.94 |
| 2 nd Period 65% of J/L | \$38.04 | \$4.56 | \$1.71 | \$39.95 | \$4.79 | \$1.80 | \$41.94 | \$5.03 | \$2.10 |
| 3 rd Period 70% of J/L | \$40.97 | \$4.92 | \$1.84 | \$43.02 | \$5.16 | \$1.94 | \$45.17 | \$5.42 | \$2.26 |
| 4 th Period 75% of J/L | \$43.90 | \$5.27 | \$1.98 | \$46.10 | \$5.53 | \$2.07 | \$48.40 | \$5.81 | \$2.42 |
| 5 th Period 80% of J/L | \$46.82 | \$5.62 | \$2.11 | \$49.17 | \$5.90 | \$2.21 | \$51.62 | \$6.19 | \$2.58 |
| 6 th Period 85% of J/L | \$49.75 | \$5.97 | \$2.24 | \$52.24 | \$6.27 | \$2.35 | \$54.85 | \$6.58 | \$2.74 |
| 7 th Period 90% of J/L | \$52.68 | \$6.32 | \$2.37 | \$55.31 | \$6.64 | \$2.49 | \$58.08 | \$6.97 | \$2.90 |

LINECO ³ \$7.25 HRA ⁴ \$1.00

- 1** Journeyman Lineman Compensation: When assigned to a crew that will be performing work under the Live Line Bare Hand procedures set forth in the Colorado Statewide Safety Manual. All members of that crew who are certified in the Live Line Bare Hand method of work shall receive \$2.50 an hour above their applicable rate of pay.
- 2** CDL Groundman hourly rate of pay is rate equal to: LEO + Groundman divided by 2. See Article III, Section 3.21 a, b, c & d for specifics including premium for supervision duties.
- 3** Effective January 1, 2025, the Lineco contribution increases to \$7.50, and up to \$7.75 per hour effective January 1, 2026. See Article II, Section 2.16(a) for specifics on future increases.
- 4** Effective September 1, 2024, HRA increases to \$1.00 per hour. See Article II Section 2.16(b) for details.

**ADDENDUM I
UNDERGROUND CONSTRUCTION**

Section A-1.1 - Scope of Work

The Scope of Work covered under this Addendum shall include and be limited to, all work necessary for the construction and installation of new underground facilities and infrastructure, whether power, control, communications, or street-lighting, and CATV, and installation and welding of gas lines, including excavation and backfill and the termination of cable in electrical equipment. No Journeyman Lineman or Journeyman Technician shall be required to work on energized lines, cables, or conductors carrying a nominal voltage of 480 volts or more, unless assisted by another Journeyman Lineman, Journeyman Technician, or qualified Apprentice.

The only work excluded from this Scope of Work section is the maintenance of existing facilities, cable faults, emergency outage repairs and the termination of cable or pulling of wire with exposed energized parts over 240 volts without the supervision of a qualified crew as outlined above.

It is the intent of this Scope of Work section to include all the foregoing areas of work jurisdiction when such work is to be performed in new underground systems including cable replacements.

Section A.-1.2 - Underground Classifications and Wage Rates

The minimum hourly rate of wages shall be as follows:

| Underground Classification | 9/1/2024 – 8/31/2025 | | | 9/1/2025 – 8/31/2026 | | | 9/1/2026 – 8/31/2027 | | |
|---|-----------------------------|----------------|----------------|-----------------------------|----------------|----------------|-----------------------------|----------------|----------------|
| | Wage | Pension | Annuity | Wages | Pension | Annuity | Wages | Pension | Annuity |
| Foreman - Underground | \$47.45 | \$4.98 | \$0.47 | \$49.82 | \$5.23 | \$0.50 | \$52.31 | \$5.49 | \$0.78 |
| Equipment Operator – Underground | \$39.75 | \$4.17 | \$0.40 | \$41.74 | \$4.38 | \$0.42 | \$43.83 | \$4.60 | \$0.66 |
| Underground Operator Trainees ¹ | | | | | | | | | |
| Trainee Step 1 60% | \$23.85 | \$2.50 | \$0.24 | \$25.04 | \$2.63 | \$0.25 | \$26.30 | \$2.76 | \$0.39 |
| Trainee Step 2 70% ² | \$27.83 | \$2.92 | \$0.28 | \$29.22 | \$3.07 | \$0.29 | \$30.68 | \$3.22 | \$0.46 |
| Trainee Step 3 80% | \$31.80 | \$3.34 | \$0.32 | \$33.39 | \$3.51 | \$0.33 | \$35.06 | \$3.68 | \$0.53 |
| Trainee Step 4 90% | \$35.78 | \$3.76 | \$0.36 | \$37.57 | \$3.94 | \$0.38 | \$39.45 | \$4.14 | \$0.59 |
| Journeyman Fitter ^{3,4} | | | | | | | | | |
| Journeyman Fitter ^{3,4} | \$35.76 | \$3.75 | \$0.36 | \$37.55 | \$3.94 | \$0.38 | \$39.43 | \$4.14 | \$0.59 |
| Apprentices | | | | | | | | | |
| Apprentice 1 st ⁴ 70% | \$25.03 | \$2.63 | \$0.25 | \$26.29 | \$2.76 | \$0.26 | \$27.60 | \$2.90 | \$0.41 |
| Apprentice 2 nd ⁴ 75% | \$26.82 | \$2.82 | \$0.27 | \$28.16 | \$2.96 | \$0.28 | \$29.57 | \$3.10 | \$0.44 |
| Apprentice 3 rd ⁴ 80% | \$28.61 | \$3.00 | \$0.29 | \$30.04 | \$3.15 | \$0.30 | \$31.54 | \$3.31 | \$0.47 |
| Apprentice 4 th ⁴ 90% | \$32.18 | \$3.38 | \$0.32 | \$33.80 | \$3.55 | \$0.34 | \$35.49 | \$3.73 | \$0.53 |
| CDL Groundman ⁵ | | | | | | | | | |
| CDL Groundman ⁵ | \$27.83 | \$2.92 | \$0.28 | \$29.22 | \$3.07 | \$0.29 | \$30.68 | \$3.22 | \$0.46 |
| Groundman – Underground ⁶ | | | | | | | | | |
| Groundman – Underground ⁶ | \$21.78 | \$0.44 | \$0.00 | \$22.87 | \$0.46 | \$0.00 | \$24.01 | \$0.48 | \$0.00 |

- 1 Company will select candidates for Trainee Program. Trainee will be under the direct supervision of an Underground Operator. Company, Union and Employee are all responsible in the day-to-day management of this Trainee Program.
- 2 Employee shall possess a CDL to enter the Equipment Operator Training Program at the Step 2 Level.
- 3 To hold the Journeyman Fitter classification the individual must have a minimum of 4 years of experience, meets and is current on all applicable OQ Gas Certification requirements.
- 4 On sole gas work the Fitter classification can operate all equipment necessary to perform the work.
- 5 CDL Groundman will be allowed to drive CDL vehicles but will not operate or drive equipment.
- 6 Benefits limited to LineCo, HRA, NEBF and 2% Eighth District Pension Contribution for the Groundman classification.

Section A-1.3 - Crews and Supervision

- (a) Foreman appointed by the Company shall be Underground Equipment Operators or Fitters on Sole Gas Work, having the following minimum qualifications: Class A CDL License, competent person card, first aid/cpr card, and all other required OSHA certifications for the type of work being performed.
- (b) Residential services may be direct buried or installed in duct.
- (c) Vehicles owned or operated by the Company may not be driven for personal use without explicit permission from a Company Manager and shall be returned to the Company headquarters at the end of work.
- (d) Foreman shall be limited to supervising no more than three (3) crews providing they are reporting to the same show-up site and working out of the same Utility service center. A Foreman must make face to face contact with his crews no less than once before noon and once after noon and may not supervise more employees than they can safely and adequately handle.
- (e) All Company required reports shall be completed on Company time during regular work hours. No overtime shall be paid for paperwork completed after normal hours.

ADDENDUM II ¹
APPLICABLE TO UTILITY STREET LIGHTING MAINTENANCE,
AND/OR
UTILITY STREET LIGHTING CONSTRUCTION

A-1.01

1. (a) Only men classified as Journeyman Linemen or Journeyman Traffic Signal Technicians, or Street Light Inspector will be permitted to perform the duties of a Foreman. The Local Union shall be notified in writing within two (2) working days of the names of all Foremen and General Foremen. A Foreman shall not be required to supervise a crew composed of more men than he can safely and adequately supervise. A Foreman may supervise a maximum of ten (10) workmen, providing they are all working out of the same show-up site. His minimum qualifications shall include Competent Person card, First Aid/CPR card, and all OSHA certifications for the type of work being performed.

(b) A Foreman in a crew of eight (8) or less workmen including himself, may work with the tools and do work as required. A Foreman in a crew of more than eight (8) workmen, including him, shall not work with the tools. Occasional handling of tools and minor items of material shall not be considered as working with the tools. Workmen assigned to a Foreman are not to take orders or accept layout of work from anyone but their Foreman.

(c) Eight (8) hours worked between the hours of eight (8:00) a.m. and four-thirty (4:30) p.m. with not less than a consecutive thirty (30) minutes for lunch period shall constitute a workday. Such lunch period shall be taken between the hours of twelve (12:00) noon and one (1:00) p.m. Forty (40) hours within five (5) such workdays, Monday through Friday, inclusive shall constitute a workweek.

(d) By mutual consent of the Business Manager of the Local Union and the Employer, the starting time, quitting time and the workweek may be varied. Any such agreement shall be reduced to writing in a memorandum or Letter of Understanding and signed by the Business Manager and the Employer before any variation shall become effective. Such variation may be canceled by mutual consent of the parties. One day's notice shall be given when any change is desired.

(e) Modified Workweek: By mutual consent between the Union and the Employer, A 4-10's workweek may be allowed with the following requirements:

(1) The workweek shall consist of four (4) consecutive ten (10) hour days, within Monday through Thursday or Tuesday through Friday.

(2) Overtime will be in accordance with Section A-1.01(f) below.

¹ This Addendum is to the Colorado Outside Line Construction Agreement and has the same term September 1, 2024 through August 31, 2027.

- (3) Fridays may be used as a make-up day under extenuating circumstances only, by mutual consent of the Employer and the Union. Such make-up day(s) will be paid at the straight time rate of pay.
- (4) Any other variation in the workweek will be established in a pre-bid conference.
- (5) If a holiday falls during the normal workweek, the schedule may be modified to accommodate the holiday.

(f) All work performed outside of the regularly scheduled workdays and on Saturdays, shall be paid for at the rate of time and one-half (1 ½) the regular rate. All work performed on Sundays and the following holidays shall be paid for at double (2 times) the regular rate: Labor Day, New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day. If Christmas Day, New Year's Day and Fourth of July fall on Saturday, then Friday shall be observed as the holiday. If Christmas Day, New Year's Day and Fourth of July fall on Sunday, then Monday shall be observed as the holiday.

(g) No work shall be performed on Labor Day, except in cases of emergency. When holidays are observed by a customer and affect a crew(s), then such conditions shall be announced to the crew(s) affected as early as possible.

(h) When so elected by the Contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 8:00 p.m. Workmen on the "day shift" shall receive eight (8) hours of pay at the regular hourly rate for eight (8) hours work.

The second shift (night shift) shall be worked between the hours of 8:00 p.m. and 8:00 a.m. Workmen on the "night shift" shall receive eight (8) hours pay at the regular hourly rate plus 12.5% for seven and one-half (7 ½) hours work.

By mutual consent of the Business Manager of the Local Union and the Employer, the starting time, quitting time may be adjusted up to two (2) hours.

A-1.02

Make-up of a crew to perform work under this Agreement shall conform to the following subsections:

(a) The duties of a Journeyman Lineman shall comprise the use of all tools, equipment and skills necessary for the completion of all street light maintenance and construction. Work performed under the terms of this Agreement shall conform to the Colorado Statewide Line Construction Safety Manual, Employer Safety Policy and State or Federal regulations, and whenever the situation dictates, the presence of a Journeyman Lineman may be required to monitor the safety of workmen.

(b) The duties of the Journeyman Traffic Signal Technician, Street Light Inspector shall comprise the use of all tools, equipment and skills required in the completion of street light maintenance and construction necessary for the ultimate completion of the project. Except as provided above.

(c) Excavation, either by hand or by mechanical means, for street light maintenance and construction installations, or material distribution, shall be done under the supervision of a workman classified by the Union as a Journeyman Lineman, Journeyman Traffic Signal Technician, Street Light Inspector or Line Equipment Operator, who shall be assisted in the work by any required crewman.

(d) Only employees classified as a Journeyman Lineman or Apprentice Lineman will be permitted to climb; Journeyman Lineman, Journeyman Traffic Signal Technicians, Street Light Inspector or appropriate Apprentices shall perform work done from mechanical equipment, platform lifts, etc.

(e) After verified experience in street light construction and maintenance a Line Equipment Operator or Groundman may be cleared and shall be permitted to perform all phases of the work at the "Street Light Inspector" rate of pay.

(f) Journeyman Linemen, Journeyman Traffic Signal Technicians, Street Light Inspectors and appropriate Apprentices may be used at Groundman duties when not engaged in the installation or maintenance of street lighting but shall not receive less than the established referral rate of pay.

(g) Street Light Technician(s) that work as a single man truck will be paid at the Tech Foreman rate. This will not be affected by situations where two (2) trucks are needed to complete a job.

A-1.03

Groundman duties are the driving of trucks used for material haul, man-haul and other light equipment and the use of jackhammer, hand digging, and/or backfilling, unloading or hauling of material. Groundmen may also be used when available to directly assist Journeyman Linemen, Journeyman Traffic Signal Technicians, Street Light Inspectors or appropriate Apprentice assigned to a Foreman.

A-1.04

All equipment when used in the installation or maintenance of overhead and underground street lighting work coming under the jurisdiction of the Outside Construction Branch of the I.B.E.W. shall be operated by Journeyman Linemen, Journeyman Traffic Signal Technicians, Street Light Inspector, appropriate Apprentices and/or Line Equipment Operators.

A-1.05

Line Equipment Operator's duties shall include the operation of any equipment necessary to the ultimate completion of the job, except as permitted in Section A-1.04. Line Equipment Operators may be used at Groundmen duties when not engaged in the operation, service, or maintenance of line equipment, but shall not receive less than the established Operator's rate of pay.

A-1.06

Workmen comprising a composite crew under the same Foreman where Outside Line Construction

and Outside Traffic Signal Construction workmen are working together on a crew and each have separate Agreements, the rate of pay per hour, travel and/or subsistence of only the one Agreement, which allows the highest monetary return to the workmen, shall apply. However, the intent of this clause is to prevent the combined application of monetary portions of one Agreement and monetary portions of another Agreement as well as to prevent the application of this Agreement to any workman employed under any Special Agreement that has been negotiated to meet special and competitive circumstances. Only rates per hour, travel, shift, and/or subsistence allowances are covered by this clause, other portions of the Working Agreement are not subject to cross application.

A-1.07

The Employer shall furnish all safety devices and equipment needed for safe performance of the work and shall furnish first-aid sets. It shall be the duty of the driver of the vehicle to see that the first-aid set is properly maintained.

A-1.08

The Employer shall provide conveyances for transporting workmen to and from the job, which will protect them from unfavorable exposure. Such conveyances shall have adequate seats or benches and shall not carry tools, materials or equipment in such a manner as to cause a hazard to the riders and not carry explosives or flammables. The Employer shall furnish paper cups and adequate drinking water on each truck. The Employer shall furnish ice for drinking water once a day when the majority of the crew(s) requests it during hot weather.

A-1.09

The Employer shall provide a place to protect the workmen's tools from damage or loss. Workmen will be held responsible for loss or damage of Employer's tools through their carelessness or willful neglect until placed in lockers, toolboxes, or storage, providing the Employer furnishes same. Employer shall have the right to direct workmen to remove personal tools from Company property and/or equipment on Company time.

A-1.10

(1) Journeyman Linemen, Journeyman Traffic Signal Technicians, Street Light Inspectors and appropriate Apprentices will be required to provide themselves with at least the following tools:

- | | |
|---------------------------|---------------------------------------|
| Hammer | Channel Lock Type Pliers |
| Klein Type Cutters | Longnose Type Pliers |
| 2 Screw Drivers | 6 ft. All Wood Folding Rule |
| 1 Light | 2 Crescent Type Wrenches not over 12" |
| 1 Heavy | Skinning Knife |
| Klein Type Wire Strippers | 12" Ratchet Wrench Handle |
| Folding Hex Key Set | with ½" Drive |

Contractor to furnish all other necessary tools.

Contractor shall replace only those lost or stolen tools listed above.

(2) A member classified by the Local Union as Journeyman Lineman, Journeyman Traffic Signal Technician, Street Light Inspector within the Employer’s workforce, or on the Available for Work List at the Local Union, shall have the first right of rejection of “Street Light Inspector” positions. If the individual has previously demonstrated that he is incapable or unqualified to perform the “Street Light Inspector” functions, the Employer must notify the member and the Union in writing of such and may proceed to offer the position to the next qualified candidate.

(3) An Employer may upgrade an employee of his choosing to perform the duties of a “Street Light Inspector” so long as there are no members classified by the Union as Journeyman Lineman, or Journeyman Traffic Signal Technician on the Available for Work List.

(4) For this Addendum a Street Light Inspector will be included at the Journeyman Traffic Signal rate of pay and benefit contributions, benefits will be consistent with the Colorado Statewide Traffic Signal, Communications and Low Voltage Agreement. All other classifications wage and benefit contributions will be per their respective collective bargaining agreement.

Exclusions

The following Articles and Sections from the Colorado Outside Line Construction Agreement specifically do not apply to this Addendum ²:

1. Article III, Section 3.01-3.04 – Hours/Wages and Working Conditions
2. Article III, Section 3.16 through and including 3.32
3. All wages and retirement benefits for the classifications covered under this Addendum are included in the attached Schedule “A”.

Addendum II Applicable to Utility Street Lighting Maintenance, and/or Utility Street Lighting Construction with Western Line Constructors Chapter, Inc., NECA, Inc. and Local Unions No. 12, 111, and 113 of the IBEW.

² These Articles and Sections of the Colorado Outside Line Agreement do not apply to this Addendum because the Addendum already covers these matters and supersedes the Line Agreement for work covered under this Addendum.

SCHEDULE “A” WAGES AND CLASSIFICATIONS ¹

The following hourly rates of pay are to be paid to classifications employed on power construction, effective September 1, 2024 (or to the nearest pay period ending).

| Classification ¹ | 9/1/2024 – 8/31/2027 | | | 9/1/2025 – 8/31/2027 | | | 9/1/2026 – 8/31/2027 | | |
|----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| | Wage | Pension ³ | Annuity ⁴ | Wage | Pension ³ | Annuity ⁴ | Wage | Pension ³ | Annuity ⁴ |
| General Tech Foreman | \$48.13 | \$3.85 | \$1.93 | \$50.54 | \$4.04 | \$2.02 | \$53.07 | \$4.25 | \$2.12 |
| Tech Foreman | \$44.15 | \$3.53 | \$1.77 | \$46.36 | \$3.71 | \$1.85 | \$48.68 | \$3.89 | \$1.95 |
| Journeyman Lineman ² | \$58.53 | \$8.78 | \$2.63 | \$61.46 | \$9.22 | \$2.77 | \$64.53 | \$9.68 | \$3.23 |
| Street Light Tech | \$40.11 | \$3.21 | \$1.60 | \$42.12 | \$3.37 | \$1.68 | \$44.23 | \$3.54 | \$1.77 |
| Tech Equipment Operator (TEO II) | \$37.96 | \$3.04 | \$1.52 | \$39.86 | \$3.19 | \$1.59 | \$41.85 | \$3.35 | \$1.67 |
| Tech Equipment Operator (TEO) | \$32.11 | \$2.57 | \$1.28 | \$33.72 | \$2.70 | \$1.35 | \$35.41 | \$2.83 | \$1.42 |
| CDL Groundman | \$32.11 | \$2.57 | \$1.28 | \$33.72 | \$2.70 | \$1.35 | \$35.41 | \$2.83 | \$1.42 |
| Tech Groundman | \$24.23 | \$1.94 | \$0.97 | \$25.44 | \$2.04 | \$1.02 | \$26.71 | \$2.14 | \$1.07 |

LINECO – for all classifications:

January 1, 2024 - \$7.25

January 1, 2025 - \$7.50

See Section 2.16(a) of the Colorado Statewide Line Agreement for details on LINECO contribution.

- 1** All classifications receive 3% for NEBF.
- 2** Journeyman Lineman – Wages and fringes shall be as contained in the Colorado Outside Line Construction Agreement. All other terms and conditions are per this Addendum.
- 3** 8th District Pension contributions are fixed at 8% for classifications except Journeyman Lineman.
- 4** 8th District Annuity contributions are fixed at 4% for classifications except Journeyman Lineman.

**ADDENDUM III
JOURNEYMAN SUBSTATION TECHNICIAN CLASSIFICATION**

| Classification | 9/1/2024 – 8/31/2025 | | | 9/1/2025 – 8/31/2026 | | | 9/1/2026 – 8/31/2027 | | |
|--|----------------------|---------|---------|----------------------|---------|---------|----------------------|---------|---------|
| | Wage | Pension | Annuity | Wage | Pension | Annuity | Wage | Pension | Annuity |
| Foreman Journeyman Substation Tech ¹ | \$63.24 | \$9.49 | \$2.85 | \$66.40 | \$9.96 | \$2.99 | \$69.72 | \$10.46 | \$3.49 |
| Journeyman Substation Technician ² | \$58.53 | \$8.78 | \$2.63 | \$61.46 | \$9.22 | \$2.77 | \$64.53 | \$9.68 | \$3.23 |
| % of Journeyman Substation Technician ³ | | | | | | | | | |
| 1 st Step Substation Tech (6 - Months) 60% of J/S ³ | \$35.12 | \$5.27 | \$1.58 | \$36.88 | \$5.53 | \$1.66 | \$38.72 | \$5.81 | \$1.94 |
| 2 nd Step Substation Tech (6 - Months) 65 % of J/S ³ | \$38.04 | \$5.71 | \$1.71 | \$39.95 | \$5.99 | \$1.80 | \$41.94 | \$6.29 | \$2.10 |
| 3 rd Step Substation Tech (6 - Months) 70% of J/S ³ | \$40.97 | \$6.15 | \$1.84 | \$43.02 | \$6.45 | \$1.94 | \$45.17 | \$6.78 | \$2.26 |
| 4 th Step Substation Tech (6 – Months) 75% of J/S ³ | \$43.90 | \$6.59 | \$1.97 | \$46.10 | \$6.92 | \$2.08 | \$48.40 | \$7.26 | \$2.42 |
| 5 th Step Substation Tech (6 – Months) 80% of J/S ³ | \$46.82 | \$7.02 | \$2.10 | \$49.17 | \$7.38 | \$2.22 | \$51.62 | \$7.74 | \$2.58 |
| 6 th Step Substation Tech (6 – Months) 85% of J/S ³ | \$49.75 | \$7.46 | \$2.24 | \$52.24 | \$7.84 | \$2.35 | \$54.85 | \$8.23 | \$2.75 |
| 7 th Step Substation Tech (6 – Months) 90% of J/S ³ | \$52.68 | \$7.90 | \$2.37 | \$55.31 | \$8.30 | \$2.49 | \$58.08 | \$8.71 | \$2.91 |

- 1** 100% of the Wage and Benefits of the Foreman classifications in the Colorado Statewide Line Construction Agreement.
- 2** 100% of the Wage and Benefits of the Journeyman Lineman classifications in the Colorado Statewide Line Construction Agreement.
- 3** **Step Substation Technicians are a percentage** of the Wage, 8th District Pension, Annuity, and HRA benefits as the Journeyman Substation Technician Classification set forth above.

Scope of Duties and Responsibilities of the Journeyman Substation Technician Classification:

All work performed inside the Substation Fence.

Referral: Any unfilled Journeyman Substation Technician will be offered to any Journeyman Lineman that is on the referral books at the time of the call.

Apprentice Substation Technician:

The Mountain States JATC program has developed and registered with the DOL a 4–year (7,000 hour) apprenticeship program.

**Colorado Statewide Line Construction Agreement
September 1, 2024, through August 31, 2027**

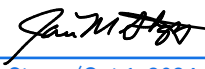
**Addendum I
Underground Construction**


**Addendum II
Applicable to Utility Street Lighting Maintenance and/or Utility Street Lighting Construction**


**Addendum III
Journeyman Substation Technician Classification**

**With
Western Line Constructors Chapter Inc., NECA
And
Local Unions No. 12, 111, and 113 of the IBEW**


SIGNED FOR WESTERN LINE
CONSTRUCTORS CHAPTER INC., NECA



Jim Stapp (Oct 1, 2024 08:01 PDT)
James M. Stapp, President



Mark Sterkel (Oct 1, 2024 09:27 MDT)
Mark Sterkel, Colorado Chairman


Jules Weaver (Oct 2, 2024 14:14 MDT)
Jules W. Weaver, Chapter Manager

SIGNED FOR THE LOCAL UNION
I.B.E.W.


Thomas Kelley (Sep 25, 2024 07:23 MDT)
Thomas A. Kelley, L.U. 12


Nathaniel V. Gutierrez (Oct 1, 2024 09:10 CDT)
Nathaniel Gutierrez, L.U. 111


Daniel Mondragon
Daniel Mondragon, L.U. 113