

INTERMOUNTAIN LINE CONSTRUCTION AGREEMENT
BETWEEN
WESTERN LINE CONSTRUCTORS CHAPTER, INC. OF NECA
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(AFL-CIO)

LOCAL UNION 57
SALT LAKE CITY, UTAH

LOCAL UNION 291
BOISE, IDAHO

LOCAL UNION 322
CASPER, WY

LOCAL UNION 449
POCATELLO, IDAHO

EFFECTIVE
MARCH 1, 2024
THROUGH
FEBRUARY 28, 2027

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Agreement by and between the Western Line Constructors Chapter, Inc., NECA, Inc., and Local Union No. 57, 291, 322 and 449, 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 Union No. 57, 291, 322 or 449, 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. The scope of work to be covered by this Agreement is:

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 by mechanical equipment; the moving of men, tools and equipment, except when such vehicles or equipment are moved or transported by common carrier between projects; the handling, unloading, and distribution of all materials; 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, towers, substations, switch structures, or similar wood pole structures where used for the purpose of carrying electrical wires, conductors or equipment.
2. Steel, metal, concrete, and/or all other materials used for outside construction work (power, telephone, radio, television, etc.). Where such construction is used for the purpose of carrying electrical 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 except when such vehicles or equipment are moved or transported by common carrier between projects; the handling, distribution, sorting and assembly of all structures, the stringing and installation of wires, cables, and insulators or other electrical equipment suspended from such structures. All operations necessary for the ultimate completion of all such work.
3. Underground installation of wood, tiles, masonry, fiber, metal, and all types of electrical duct where such installations come under the outside branch of the electrical industry. This shall consist of the following: the moving, of men, tools, material, and equipment except when such vehicles or equipment are moved or transported by common carrier between projects; the excavation and trenching, installation of raceways or ducts, construction manholes, transformer vaults and handholes, backfilling, installation of fish wire, pulling, splicing, and laying of wires or cables installed in the raceways or ducts or direct burial. All operations required for the ultimate completion of such work.
4. The scope of this agreement shall include not only the new installations as above outlined, but shall also govern the repair, maintenance, or dismantling of all above-described structures, lines or equipment and the handling and operation of all equipment used to

transport men, tools, materials, or equipment, to or from the job site when moving, raising, or placing materials commonly used in the outside branch of the electrical industry.

5. This agreement does not cover the Operators or Drivers of vendors' equipment making deliveries to or on the Right of Way, or special equipment a contractor may be required to have furnished by a specialty service.

BASIC PRINCIPLES

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

ARTICLE I

EFFECTIVE DATE / CHANGES / GRIEVANCES / DISPUTES

EFFECTIVE DATE:

Section 1.01 This Agreement shall take effect on March 1, 2024, and shall remain in effect until February, 28, 2027, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from March 1 through February 28 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. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

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 an agreement has been reached or a ruling has been made.

**ARTICLE II
EMPLOYER RIGHTS / UNION RIGHTS**

Section 2.01 No member of Local Union 57, 291, 322 or 449, while he remains a member of such local and subject to employment by employer operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

FAVORED NATIONS:

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.

Section 2.03 The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.04 The Employer shall not loan or cause to be loaned any workmen in his employ and covered by this Agreement.

AGE-RATIO:

Section 2.05 On all jobs requiring five or more Journeymen, at least every fifth Journeyman, if available, shall be 50 years of age or older.

Section 2.06 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 a suitable financial status to meet payroll requirements.

Section 2.07 The Employer, as a condition of this Agreement, shall make regular payments to the State or Federal Government for Unemployment Compensation, Workman's Compensation, Social Security, and such other payments as required by law. Satisfactory proof of such regular payments must be furnished to the Union upon request.

Section 2.08 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. Such Steward shall see that this Agreement and the rules of the Local Union are observed and is to 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 with respect to an alleged violation of any provisions of this Agreement. When disagreements or disputes cannot be resolved by the Job Steward and his supervisor, same shall be submitted to the Business Manager and Employer for settlement, processing as provided for in Sections 1.04, 1.05, 1.06, 1.07, and 1.08 of this Agreement.

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

Section 2.10 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.

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

ANNULMENT/SUBCONTRACTING:

Section 2.12 (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 his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

(b) (i) All environmental and remediation work, construction of roads, structure pads, all bolts down work for concrete foundations and flat work, directional drill work, clearing/grubbing/trimming of trees vegetation and fencing work and commissioning and testing work 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.

(ii) Pulling and terminating cable will be performed under the Scope of this Agreement.

Section 2.13 Employers shall furnish to the Union the names of all employees working under the terms of this Agreement who are terminated or who leave the employ of the Employer of their own accord. This information shall be furnished to the Union weekly. If there have been no changes since the previous week, no report need be made.

Section 2.14 No individual connected with an employing concern as Owner, Manager, Superintendent, Partner, Officer, or Member of a Board of Directors shall perform manual electrical work. However, nothing in this Agreement shall be construed as preventing any individual from making temporary repairs or adjustments where an emergency exists involving a hazard to life or property. Casual handling of tools and/or material shall not be considered as manual electrical work.

Section 2.15 Management agrees to issue a Termination Form to each Employee who is terminated, and the Unions agree to require a Termination Form before the Employee can sign the books. In addition, the Unions agree to provide Start and Stop Cards to the Chapter upon notification from the Employer.

NON-RESIDENT EMPLOYEES:

Section 2.16 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 2.17 (a) Health & Welfare - Effective October 1, 1970, the Local Union 57, 291, 322 and 449 I.B.E.W. and the Western Line Constructors Chapter, NECA, Inc. shall enter into a Health and Welfare Plan for which there is a Trust Agreement known as "Agreement and Declaration of Trust" establishing the Line Construction Benefit Fund for the purpose of providing insurance benefits for eligible employees and/or their dependents.

Commencing March 1, 2024 each contractor employing workmen under this Agreement shall pay to the Line Industry Accounts Office a contribution for each hour worked by all such employees sufficient to provide maximum coverage under the provisions of the Line Construction Benefit Fund, said contribution per hour worked to be in the amount as established by the Trustees of the Line Construction Benefit Fund. Hours worked shall be deemed to include straight time hours worked, actual overtime hours worked, and report time. Effective March 1, 2024 the contribution rate is \$7.25, effective January 1, 2025 the contribution rate is \$7.50 effective January 1, 2026 the contribution rate is \$7.75 and effective January 1, 2027 the contribution rate is up to \$8.00 per hour.

All other increases as stated in the paragraph above will be split on a 50/50 basis between the Employee and the Employer. The Employee's portion of the split will be taken from their HRA hourly contribution amount as set forth in Section 2.17(b) below. On January 1, 2025 if the contribution rate is less than \$7.50 per hour as set forth above, the excess contribution amount shall be added to the employees HRA hourly contribution amount as set forth in Section 2.17(b) below. On January 1, 2026, if the contribution rate is less than \$7.75 per hour as set forth above, the excess contribution amount shall be added to the employees HRA hourly contribution amount as set forth in **Section 2.17(b)** below. All changes in contribution as provided in this section shall be considered a part of the total economic increase or decrease at the next succeeding negotiations.

Remittance shall be forwarded to the Trustees or their designated agent on or before the fifteenth day of each month for each hour worked in weekly pay periods during the preceding month, together with a monthly payroll report on a multi-copy form that will be furnished for that purpose by the Trustees of the Fund.

It is understood and intended by the parties to this Agreement that the purpose of this clause is to establish an employer financed Health and Welfare and that contributions thereto shall not be deemed to be wages to which any employee shall have any right other than the right to have such contributions paid over to the Trust Fund in accordance therewith.

(b) HRA: The Employer also agrees to pay into the Line Construction Benefit Fund \$1.20 per hour effective March 1, 2024, \$1.45 per hour effective March 1, 2025, and \$1.70 per hour effective March 1, 2026. The hourly rates listed above are required and the maximum per hour contribution allowed

for that time period. HRA 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.

(c) Pension - Effective March 1, 2024, each employer in assent hereto or otherwise bound by this Agreement, shall pay an amount, as specified below in Exhibit A, per hour for each hour worked by each employee covered under this Agreement. Said payments shall be paid into a pension trust, to be known as the Eighth District Electrical Pension Trust.

Each contributing employer shall submit monthly reports as directed by the Trustees and shall pay said contributions to the Eighth District Electrical Pension Trust Fund, within fifteen (15) days after the end of each calendar month.

Each contributing employer shall be bound by and fully comply with all of the terms and provisions of said Trust Agreement and the rules and regulations adopted by the Trustees, together with any and all amendments, changes or additions thereto. Each contributing employer does hereby designate and appoint as his representative on the Board of Trustees of the Eighth District Electrical Pension Trust, the now acting or hereafter appointed Employer-Trustee as therein provided.

The Trust Agreements governing the functions and responsibilities of the Pension Fund shall be legally drawn up by the Board and shall be made a matter of public record to the extent required by law. The Trust Agreements that govern this Fund shall, from time to time, be modified, changed, or altered per the dictates of the parties to this Agreement, so as to meet any and all requirements as are mutually considered by the parties to this Agreement to be in the best interest of those covered by the terms and conditions of this Agreement.

(d) Annuity- Effective March 1, 2024, each Employer shall contribute to the Eighth District Electrical Pension Fund Annuity Plan (the Fund) an amount equal to 6.60% and effective March 1, 2025 an amount equal to 6.80% and effective March 1, 2026, an amount equal to 7.0% of the straight time hourly wage rate for each hour worked, for each employee of the Employer performing work covered by this Agreement as specified below in Exhibit 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.

(e) 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 Funds 401(k) Salary Reduction Program (the "Program") by signing and delivering to the Employer 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. Employers payments shall be accompanied by such reporting forms as the Fund shall designate. Employers payments and reports shall be delinquent if not received by the Fund by the 15th day of each calendar month.

Employees may implement participation or changes in participation in increments of five (\$0.05) per hour not to exceed the maximum contribution allowable IRS 401(k) contribution yearly limits.

Section 2.18 It is understood and agreed by the parties to this Agreement, that both the Employer and the Union have a common and sympathetic interest in obtaining a thorough understanding of problems, which may arise on projects which are open for bid. To further this understanding and to promote better harmony, prebid conferences shall be held between the interested Employers and the Union on projects open for bid, for transmission lines over ten (10) miles, on projects open for bid for distribution lines over twenty-five (25) miles, and on projects open for bid for substations over fifty thousand (50,000) KVA.

ARTICLE III HOURS / WAGES / WORKING CONDITIONS

Section 3.01 (a) REGULAR WORKWEEK - Eight hours work between the hours of 8:00 a.m. and 4:30 p.m. with not less than thirty (30) minutes for lunch period, shall constitute a work day. Forty (40) hours work within five (5) such workdays, Monday through Friday inclusive shall constitute a workweek, provided that by mutual consent of the parties to this Agreement, such a starting time and quitting time may be advanced or retarded by three (3) hours. Where it is mutually agreed to move the starting time, the first eight (8) hours worked will be at the regular straight time rate of pay. No employee shall work longer than five (5) consecutive hours without a thirty (30) minute lunch period.

(b) MODIFIED WORKWEEK: On predetermined jobs ten (10) hours work between the hours of 7:00 a.m. and 5:30 p.m. with not less than thirty (30) minutes for lunch period, shall constitute a workday. Provided that by mutual consent of the parties to this Agreement, such starting time and quitting time may be advanced or retarded by two (2) hours. Forty hours work within four (4) such consecutive workdays, Monday through Friday, shall constitute a workweek. Such consecutive four days, whether Monday through Thursday, or Tuesday through Friday, shall be determined by mutual agreement between the Employer and the bargaining unit employees on the job. All time worked in excess of the ten (10) hour day and outside of the four (4) consecutive ten (10) hour day work week shall be paid at the overtime pay rates established in Section 3.2. Friday may be allowed as a makeup day on the crew's regular job and be paid at the straight time rate pay upon mutual consent of the Employer and Employee. It will be understood what the pay rate will be before the work is

performed. On projects where the work schedule is in excess of forty (40) hours, overtime shall be calculated in accordance with Section 3.01(a) above. This provision does not apply to emergency or unplanned work.

Section 3.02 (a) Overtime is defined as (a) the hours worked in excess of the workday, (b) the hours worked in excess of the work week as defined in 3.01.

Overtime pay is defined as one and one-half (1 1/2) times the straight time rate of pay, except when time is worked on Sunday and the following holidays: Labor Day, New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day. It shall then be paid at two (2) times the straight time rate of pay. If a holiday falls on a Saturday, it shall be celebrated on the preceding Friday; if a holiday falls on a Sunday, it shall be celebrated on the following Monday. In such cases, if an employee works on either the actual holiday or the designated celebrated day, the overtime rate of two times (2x) the straight time rate of pay will be paid.

Neither overtime nor Sunday and/or holiday pay shall be compounded.

(b) Emergency Work: When employees are required by the Employer to work on emergency work (excluding scheduled work), all work performed after the normal quitting time shall be paid at one-and-one-half times the straight time rate of pay. After sixteen (16) continuous hours (Monday-Friday); after eight (8) continuous hours Saturday or all-day Sunday and on Holidays, they shall be paid at double the straight time rate of pay until released from duty for eight (8) consecutive hours. When a Foreman is called out for Emergency Work and he/she will be working under another Foreman he/she will receive Foreman's pay. On all scheduled overtime work a Foreman may voluntarily agree to work under the Journeyman Lineman's rate of pay.

(c) For overtime work that begins four (4) hours before the normal work day the applicable overtime rate of pay will be paid to the employee until the end of the employee's regular scheduled shift.

(d) Employees shall be notified twenty-four (24) hours in advance of scheduled overtime.

(e) If an employee is not released from duty for 8 continuous hours or more between work days, time worked before the rest period will be considered as accumulative hours worked and the employee will be compensated at the appropriate rate of pay. After working 16 or more accumulative hours the employee will be compensated at double the straight time rate of pay until released from duty for 8 continuous hours.

(f) A Declared Emergency must be initiated and declared by the Customer.

Once that declaration has been made, the Employer will inform employees if they are being assigned to work under the terms of the "Declared Emergency".

The rules of pay will continue to follow Article III, Sections 3.01 & 3.02, with the following exceptions:

1. The employee shall not be required to work any longer than 24 continuous hours unless restoration will be completed within 4-6 hours after the 24-hour shift has been completed.

The employee shall be provided up to 8 (eight) hours of paid rest at their regular straight-time rate of pay as follows:

- a. The employee returns to work directly after the end of their rest period. The employee will return to work with no change in their pay status from their pre-rest period pay status or
 - b. The employee returns at their regularly scheduled shift time due to the emergency being declared over. The employee will be paid at their straight time rate for the rest period, even if the emergency is complete mid-way through their rest period.
 - c. The parties hereto agree that the payment of Rest Time as required in this Section above are not hours worked and therefore the payment of hourly paid benefits is not required. Those benefits include LINECO; LINECO HRA; 8th District Pension and Annuity Employer contributions.
2. Once restoration is completed and the employees have completed a rest period, they shall return to the appropriate rate of pay per the agreement.

(g) Night Work: Work that is scheduled as a specific shift and completed after the regular workday hours set forth above in Section 3.01 can be performed under provisions of Shift Clause - Second Shift (Section 3.03 below) modified as follows*1: The scheduled night work shift shall be worked between the hours 4:31pm MST - 7:59am MST. Workmen on this night work shift shall receive their regular hourly wage rate plus 10%.

*1 This provision is intended for Projects that have a specific Night Shift Work requirement that has a duration of 5 days or more.

Furthermore, it is understood that the night work shift premium pay set forth above shall apply to all days worked except Sundays, which is paid per the Agreement at Double Time (2x) the straight time rate of pay. As a result, Saturday is paid at one and half times (1 1/2 X) the straight time rate of pay plus 10% and work that is performed on Monday - Friday under the night work schedule is paid at the applicable straight time rate of pay plus 10%.

SHIFT WORK:

Section 3.03 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 3.04 No work shall be performed on Labor Day, except in case of emergency, and then only after permission is granted by the Business Manager.

Section 3.05 The minimum rate of wages to be paid for workmen covered by the Agreement is set forth in Schedule "A" of this Agreement.

NEBF:

Section 3.06 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.

Section 3.07 A \$20.00 meal allowance will be provided for employees working on extended overtime under the following conditions:

- (a) On scheduled eight-hour (8) days, employees required to work over ten (10) hours will be provided with a meal allowance.
- (b) On scheduled ten-hour (10) days, employees required to work over twelve (12) hours will be provided with a meal allowance.

(c) On scheduled twelve-hour (12) days, employees required to work over fourteen (14) hours will be provided with a meal allowance. Employees may eat a second self-provided lunch at a time designated by the Employer.

(d) On continuous overtime, such as storm damage, employees will be provided a meal allowance every six (6) hours.

Section 3.08 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. The Employer shall furnish each employee with an itemized accounting of hours worked and all deductions from his wages each payday either electronically or if not available by the Employer it will be delivered to the employee.

If available by the Employer employees will receive their paycheck via a direct deposit and shall be subject to the regulations of the Employers direct deposit procedures not inconsistent with the conditions set forth above.

Under the direct deposit system, the Employer will comply with the pay provisions set forth above in Section 3.08. 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.

Any workman required to wait for his pay shall receive pay at the regular 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.

If a workman claiming waiting time is not available at the employer's headquarters or on the job where checks are normally delivered, the employer may send his check to the Business Manager of the Union by United States Registered Mail and the post mark time on such registered envelope shall be considered as the time when the employee is paid off in full. Claims for waiting time not registered with the Business Manager of the Union and the Employer within twenty-four (24) hours of the time when the grievance is claimed to have occurred shall be forever waived.

When employees are laid off or discharged, they shall receive their wages in full at the time of being laid off or discharged as set forth above. If an employee quits the Employer will send them their final paycheck per the procedure set forth above no later than the following pay period from the date, the quit.

Section 3.09 When employees are directed to report and do not start work due to lack of material or other causes beyond their control, they shall receive two (2) hours pay at the applicable rate plus the per diem. However, if the employees are not to report, Employers must notify them not to report for work and such notifications must be made at least two (2) hours before designated starting time, unless directed by the Customer (out of the Employers control) notification will be at least one (1) hour before the designated starting time. After such notification, employees are not to receive the two (2) hours pay or the applicable per diem. Employees must furnish the Employer with a telephone number or a location at which he may be reached. When employees are directed to report

for work, they shall receive a minimum of two (2) hours pay. Employees may be held at the work site, or headquarters during this two (2) hour period. If the employee starts work during this two (2) hour period and he is directed by the Employer or his authorized representative to stop work before noon he shall receive four (4) hours pay at the applicable rate. If the employee or employees stop work by his or their own decision before noon, they shall receive actual time or two (2) hours at the applicable rate, whichever is greater. If directed by the Employer or his authorized representative to stop work after noon, they shall receive pay for actual hours worked.

Section 3.10 Any man reporting for work ready and able at starting time in the morning and being terminated before noon, not having been notified the day previous shall be paid four (4) hours wages. If terminated any time after noon, he shall be entitled to eight (8) hours pay, except when such termination is because of completion of the job. This will not apply to any employee not ready, able, or willing to work - they will receive actual time worked.

If a man's tools and belongings are not available to him at headquarters when he is terminated, he shall be paid for sufficient time to gather these items. In the event the employee is not paid off in full, waiting time at the straight time rate shall be charged until the employee is paid off in full, such waiting time 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.

If a workman claiming waiting time is not available at the Employer's headquarters or on the job where checks are normally delivered, then the Employer may send his check to the Business Manager of the Union by United States Registered Mail, and the post mark on such registered envelope shall be considered as the time when the workman is paid off in full.

Claims for waiting time not registered with the Employer and the Business Manager of the Union within twenty-four (24) hours of the time when the grievance is claimed to have occurred shall be forever waived.

Section 3.11 Men desiring to take time off must notify the Employer the previous day.

Section 3.12 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 said classification is changed through the office of the Business Manager.

Section 3.13 The Employer shall establish headquarters for each job where men report for work, shall be on a concrete, black-top or other hard surfaced road, or on an improved road that has a prepared sub-base and maintained surface to the extent that there is no flying gravel or stones or hazardous dust when traveling, free of washboard and is not surfaced with any preparation that is difficult to remove from an employee's automobile or clothing. Each headquarters shall provide adequate parking and toilet facilities. Employees working out of headquarters at various points shall be transported to the job and returned to headquarters on the Employer's time.

When job headquarters are changed from one location to another location at the end of the week, the men shall be advised of the change not later than Friday of such week, whereupon they shall report to the new job headquarters on their own time and in their own transportation.

On jobs located from 0 to 25 road miles from the Salt Lake City-County Building, the Boise

City-County Building and the Pocatello City-County Building will be considered as Free Zone areas. On jobs located outside of the 25 miles from the above referenced city/county buildings, the following rates for per diem will be in effect:

Free Zone: 0 – 25 road miles	Free Zone
Zone 1: 25.1 road miles to 95 road miles	\$20.00
Zone 2: 95 road miles and beyond *1	\$125.00

*1 The entire State of Wyoming is considered Zone 2.

(Free zones shall be applicable to the jurisdiction of the Local Union in whose dispatch area the work is being performed.) The applicable rate of per diem will be paid for every day worked. The applicable rate of per diem will be paid in addition to monies received in Article III, Section 3.08.

Section 3.14 (a) Whenever the number of workmen in a crew exceeds four (4), one of the Journeyman Linemen shall be designated as Foreman by the Employer. Foremen shall not be required to supervise a crew composed of more men than they can safely and adequately supervise. Whenever a Journeyman Lineman is responsible for directing the work of other Journeyman Linemen, he is to be classified as Line Foreman and is to receive such rate.

A Line Foreman may work with the tools. Workmen assigned to a Foreman are not to take orders or accept layout of work from anyone but their Foreman.

(b) The installation of concrete pads, footings, foundations, vaults, manholes, and handholes, including excavation and backfilling and installing new ground grids in substations, shall be performed by Journeyman Linemen, Journeyman Wireman, Line Equipment Operators, Fabricators, Apprentices and Groundmen, without regards to any ratio in this Agreement. A qualified workman shall be designated as a Foreman by the Employer. Tie-ins to existing ground grids can only be performed under the supervision of a Journeyman Lineman. Fabricators are not allowed to climb or use aerial lifts unless they are performing tasks related to foundations. Journeyman Wireman and Certified Welders may assist in the performance of non-critical and non-energized aerial work that may involve climbing or use of aerial lifts.

Section 3.15 Makeup of crews to perform outside construction work shall conform to the following: If a dispute arises relative to this Section, it shall be settled by a representative of the "Employer" and the "Union" who shall reduce their determinations to writing following the Agreement.

Section 3.16 (a) On transmission work, when ground framing, assembly or erecting poles or structures, making up, installing, and pulling of guys, the ratio of three (3) Groundman or Equipment Operator to each Journeyman or Apprentice Lineman shall not be exceeded. "Groundmen or Equipment Operators may use hand tools to assist in the performance of the work being done under the direction of the Journeyman, Foreman, or Apprentice Lineman so engaged on a crew basis."

(b) Digging of pole and anchor holes, backfilling, and tamping of same, excavation of trenches for duct and cable installations, either by hand or by mechanical means; shall be done under supervision of a Journeyman Lineman or a Line Foreman who shall be assisted in the work by Equipment Operators and Groundmen.

(c) Under no circumstances shall classifications other than working Line Foreman, Journeyman Linemen or Apprentice Linemen be permitted to climb. Work done from and on mechanized equipment, platform lifts, or ladders, shall be performed by working Line Foremen, Journeyman Linemen or Apprentice Linemen. Highlifts shall be operated by working Line Foremen, Journeyman Linemen and/or Apprentice Linemen.

(d) When physically working on the energized conductor of 115kV and above Crew Members who are directly involved in the work will receive \$10.00 per day in addition to their normal pay and for voltages of 230kV and above Crew Members who are directly involved in the work will receive \$20.00 per day in addition to their normal pay.

Section 3.17 Cable Splicers shall furnish only hand tools. All work of joining, splicing, and insulating, and the placing of flameproof covering where wiped lead joints are necessary, shall be performed by Cable Splicers. Cable Splicers will be assisted only by Journeyman Linemen or other Cable Splicers. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 600 volts.

Section 3.18 Groundman duties shall include the driving of trucks used for material haul and man haul. Also included is the operation of jackhammers, air tamping equipment and similar equipment. He may be used at other duties such as hand digging, loading, and unloading material, etc.

Groundmen shall not operate booms, backhoes, clam shells, cranes, tractor-trailer combinations and other equipment which is operated by Line Equipment Operators.

Section 3.19 All blasting powder work is to be done by experienced, qualified Journeyman Linemen, Working Line Foremen or Powdermen who are to receive not less than the line equipment operator's rate of pay. All powder work will be done in accordance with O.S.H.A. Standards and applicable Safety Rules.

Section 3.20 The classification "Line Equipment Operator" shall cover men operating the following equipment: Line Trucks used on distribution work, the operation of booms, tractor-trailer combinations, caterpillar type tractors, backhoes with or without front-end loaders, cranes, clam shells, draglines and such other equipment mutually agreed to by Labor-Management Committee. When not so engaged he may do duties of a lesser classification provided he is compensated at the Line Equipment Man rate of pay.

When Operators are not available Groundmen may be upgraded to Line Equipment Trainee as temporary Operators and after 2,000 hours of training will be paid as Operators.

Section 3.21 Linemen engaged on a composite crew whose work is interchangeable with that of inside men on the same crew shall receive the highest rate of pay, be it inside or outside.

Section 3.22 Journeyman Linemen shall be permitted to perform all phases of work incidental to outside construction and are not to receive less than Journeyman Lineman's rate for any and all work performed.

Section 3.23 Four (4) man approved Hot Crew: Generally consisting of a Foreman, Journeyman Lineman, Lineman, Hot Apprentice and/or apprentice, operator or groundman, unless the customer

requirements allow for a different crew makeup. Exception: All three-phase energized overhead crew work shall be performed by a four (4) man approved hot crew at a minimum.

Section 3.24 Suitable conveyances for transporting the men to and from the job with a view of protecting men from unfavorable exposure shall be provided by the Employer.

Section 3.25 (a) It is the Employer's exclusive responsibility to ensure the safety of its employees and their compliance with these safety rules and standards.

(b) Both the Contractor and Union (on behalf of the employees) represent that the Federal Occupational Safety and Health Act and all implementing regulations made applicable to the Contractor will be observed.

(c) Employers shall forward to the Local Business Manager within 48 hours of the time that any lost time accident is reported to the Employer, a legible copy of the "Employer's First Report of Injury". In the event of fatal injury, the Employer shall inform the Local Business Manager by Telephone immediately upon learning of such fatality.

Section 3.26 Foremen, Journeyman Linemen, and Apprentices will be required to provide themselves with at least the following tools:

Body Belt; Safety Strap; Climbers with straps and gaffs; hammer (klein type); Side butting pliers; ratchet wrench handle with 1/2" drive; channel lock-type pliers; 6' all wood folding rule; two crescent wrenches not over 12"; skinning knife; two screwdrivers (light and heavy).

Any disagreement on the safety of an employee's personal tools shall be taken up under the provisions of Article I, Section 1.06. The Employer will furnish necessary locked storage to reasonably protect tools from the weather and vandalism. If the employee chooses not to utilize the locked storage provided by the Employer, the Employer will not be responsible for any loss or theft of the employee's personal tools.

Section 3.27 (a) Employees shall be required to wear all required PPE during working hours. Personal safety equipment in the nature of rubber sleeves, rubber gloves, protectors 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 and 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. Once Company property is received by the Employer, the Employer will have ten (10) business days by either postmark or electronic transfer to reimburse the employee for the money withheld for Company property that was not returned by the employee when they received their final paycheck.

(b) The Contractor will hold safety meetings not less than once per month.

(c) On all projects where helicopters will be used there shall be a meeting between the Union and the Contractor defining safe working procedures prior to the starting of the project.

(d) All accident reports will be made in triplicate. One copy for the Employer, one for the Employee, and one copy to be sent to the Local Union for their records.

Section 3.28 The Employer shall provide ice for drinking water from May 15th through October 15th or as agreed to between the parties to this Agreement.

Section 3.29 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3.30 Any employee who is terminated for a Willful and Wanton Safety Violation will be ineligible for referral for 14 calendar days from the date of his/her termination. If the employee chooses to file a grievance and he or she prevails he or she shall be reinstated and made whole and entitled to all lost wages and benefits. Employers will forward all documented safety violations and near misses to the Local Union within 48 hours of the documented incident.

Section 3.31 The employer shall withhold from the employee's wage, a designated weekly amount as shall be requested by the employee in writing and on appropriate withholding forms and forward same monthly to the Credit Union applicable to the Local Union in whose jurisdiction the work is being performed. Employees may also request to have their weekly full paycheck deposited in the same credit union referenced above.

Section 3.32 Voluntary Contribution and Cope Fund. Each Employer signatory or otherwise bound by this Agreement agrees that any Employee working under the terms and conditions of this Agreement may request of said Employer in writing that five cents (\$.05) per hour of his/her wages be deducted on a weekly basis. The Employer agrees to accumulate these monies and then transmit the full amount deducted on a monthly basis by check made payable the IBEW Cope Fund applicable to the Local Union in whose jurisdiction the work is being performed. Such check will be accompanied by a reporting form prescribed and provided by the parties hereto. Said form shall be properly executed showing each individual's name, social security number and total hours worked in all payroll periods of the previous month. This remittance and reporting form shall be received by the IBEW COPE Fund not later than the 15th of the month following the calendar month covered in the report. In the event payments are not made when due (as set forth above), the Employer shall be determined delinquent.

SUBSTANCE ABUSE:

Section 3.33 (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 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

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

Section 3.33 (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.

Section 3.34 Construction Unit Friendship Fund, upon receipt of written authorization, the employer shall withhold from the employee's wage five cents (\$.05) per hour for the Construction Unit Friendship Fund. The Employer agrees to accumulate these monies and then transmit the full amount deducted on a monthly basis by check made payable the Construction Unit Friendship Fund applicable to the Local Union in whose jurisdiction the work is being performed. Such check will be accompanied by a reporting form prescribed and provided by the parties hereto. Said form shall be properly executed showing each individual's name, social security number and total hours worked in all payroll periods of the previous month. 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. In the event payments are not made when due (as set forth above), the Employer shall be determined delinquent.

ARTICLE IV APPRENTICESHIP AND TRAINING

Section 4.01 The Area Training Agreement entered into between the Western Line Constructors Chapter of NECA, and IBEW local union number 57, 291, 322 and 449 as approved by the International President on December 1, 1975, and as amended, shall govern all matters of apprenticeship and training, and the financing thereof. Presently the contribution rate to the Apprenticeship and Training Trust is 1.75 percent of the gross monthly labor payroll. Apprentices' wages and ratio of apprentice to Journeymen are specified in the Area Training Agreement.

ARTICLE V SEPARABILITY CLAUSE

Section 5.01 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 the applicable laws.

ARTICLE VI REFERRAL PROCEDURE

Section 6.01 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 6.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 6.03 The Employer shall have the right to reject any applicant for employment.

Section 6.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 6.05 The Union shall maintain a register of applicants for employment established on the basis of the Classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the classification or classifications for which he qualifies.

**CLASSIFICATION A
JOURNEYMAN LINEMAN - JOURNEYMAN TECHNICIAN**

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

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

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

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

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

**CLASSIFICATION B
LINE EQUIPMENT OPERATOR**

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

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

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

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

**CLASSIFICATION C
GROUNDMAN / TRUCK DRIVER**

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

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

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

GROUP IV All other applicants for employment.

Section 6.06 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 6.07 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 6.08 "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: the States of Idaho, Utah, and Wyoming.

There will be four (4) dispatching points established within the normal construction labor market area.

The Salt Lake office of Local 57 will be the dispatching point for the applicants for employment in Utah and on Rocky Mountain Power property only, the following counties in Idaho: Bannock, Bear Lake, Bonneville, Bingham, Butte, Caribou, Fremont, Jefferson, Franklin, and Madison.

The Boise office of Local 291 will be the dispatching point for the applicants for employment in the following counties in the State of Idaho: Ada, Adams, Boise, Canyon, Elmore, Gem, Owyee, Payette, Washington, and Valley and in the State of Oregon: Malheur County.

The Casper office of Local 322 will be the dispatching point for the applicants for employment in the State of Wyoming.

The Pocatello office of Local 449 will be the dispatching point for the applicants for employment in the following counties in the State of Idaho: Bannock, Bear Lake, Bingham, Blaine, Bonneville, Butte, Camas, Caribou, Cassia, Clark, Custer, Franklin, Fremont, Gooding, Jefferson, Jerome, Lemhi, Lincoln, Madison, Minidoka, Oneida, Power, Teton, and Twin Falls.

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 6.09 "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 6.10 An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Outside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three and one half (3 ½) years= experience in the trade.

Section 6.11 The Union shall maintain an Out of Work List which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 6.12 An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 6.13 (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

REPEATED DISCHARGE:

Section 6.13 (b) An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks or longer depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 6.14 The only exceptions, which shall be allowed in this order of referral, are as follows:

(a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 6.15 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 6.16 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 6.04 through 6.14 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 6.17 A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 6.18 A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 6.19 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Outside Area Training Agreement.

Section 6.20 FOREMAN CALL-OUT BY NAME: Special call for Foreman by Name will be one (1) for (1) off the referral books. One (1) book one Foreman by Name then one (1) book two (or book one) Foreman by Name and so on. The Foreman once called out under this provision shall be paid at the Foreman rate for twenty-one (21) consecutive days, unless his/her employment is terminated.

Section 6.21 In the event the Employer rejects any applicant for employment as provided above in Section 6.03, 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 6.03.

Section 6.22 (a) All applicants shall have a current First Aid/CPR Card and an OSHA 10 Hour Completion Card to qualify for referral.

(b) Employee's working under this Agreement shall be encouraged to utilize the Safety Wallet – EICA platform to track and produce their credentials for referral from the Local(s) and to the Employer.

ARTICLE VII ADMINISTRATIVE MAINTENANCE FUND / INDUSTRY FUND

Section 7.01 All employers signatory to this labor agreement shall contribute .5% of their gross monthly labor payroll payable to the Administrative Maintenance Fund for each hour worked by each employee covered by this Agreement. The monies are for the purpose of administration of the collective bargaining agreement, grievance handling, and all other management duties and responsibilities pursuant to this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the labor agreement by the 15th of the month. This fund shall be administered solely by the 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.

Section 7.02 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 VIII CODE OF EXCELLENCE

Section 8.01 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 IX GRIEVANCE PROCEDURE

Section 9.01 Aggrieved Employers or employees shall submit their grievances in writing, signed by their shop steward or Business Manager. The Employer and the Union representative will then attempt to adjust the grievance. Aggrieved employees shall be given an opportunity to be present when such adjustments are made. All claims or grievances not presented within ten (10) days to both Union and Employer representative after the time they are alleged to have arisen shall be forever waived. If the Employer and representative of the union reach an accord, a Memorandum of the same must be reduced to writing and signed by the Employer and the representative of the Union.

ARTICLE X NLMCC

Section 10.01 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. '175 (a) and Section 302 (c) (9) of the Labor- Management Relations Act, 29 U.S.C. '186 (c) (9). The purposes of this Fund include the following:

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

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

Section 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 NLMCC, as provided in said Agreement and Declaration of Trust.

Section 10.03 Each employer shall contribute one cent (1) per hour worked, up to a maximum of 150,000 hours per year, for work performed under the terms of IBEW Local Union agreements with the Western Line Constructors Chapter, Inc., NECA, Inc. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Western Line Constructors Chapter, Inc., NECA, Inc. 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 attorney's fees.

ARTICLE XI LMCC

Section 11.01 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 purpose 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 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 LMCC, as provided in said Agreement and Declaration of Trust.

Section 11.03 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, Inc., NECA, Inc., 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.

EXHIBIT "A"

The following minimum rates are to be paid to classifications employed on Power Construction.

CLASSIFICATION	Wages			Pension			Annuity		
	3/1/24	3/1/25	3/1/26	3/1/24	3/1/25	3/1/26	3/1/24	3/1/25	3/1/26
General Foreman	\$66.81	\$69.48	\$71.56	\$5.65	\$5.85	\$6.05	\$4.41	\$4.72	\$5.01
Foreman	\$62.46	\$64.96	\$66.91	\$5.65	\$5.85	\$6.05	\$4.12	\$4.42	\$4.68
Cable Splicer	\$62.46	\$64.96	\$66.91	\$5.65	\$5.85	\$6.05	\$4.12	\$4.42	\$4.68
Journeyman Lineman *F	\$56.57	\$58.83	\$60.59	\$5.65	\$5.85	\$6.05	\$3.73	\$4.00	\$4.24
Lineman (85% of J/L Base Wage)	\$48.08	\$50.00	\$51.50	\$5.65	\$5.85	\$6.05	\$3.17	\$3.40	\$3.61
Line Equipment Operator *A, *E	\$47.03	\$48.91	\$50.38	\$5.55	\$5.75	\$5.95	\$3.10	\$3.33	\$3.53
L.E.O. 1st up to 2000 hrs. worked *A, *E	\$39.82	\$41.41	\$42.65	\$4.66	\$4.86	\$5.06	\$2.63	\$2.82	\$2.99
L.E.O. 2nd 3000 additional hrs. worked *A, *E	\$42.25	\$43.94	\$45.26	\$4.80	\$5.00	\$5.20	\$2.79	\$2.99	\$3.17
Substation Journeyman (85% J/L Base Wage)*D, *G	\$48.08	\$50.00	\$51.50	\$5.65	\$5.85	\$6.05	\$3.17	\$3.40	\$3.61
Fabricator *B, *E, *G	\$47.03	\$48.91	\$50.38	\$5.55	\$5.75	\$5.95	\$3.10	\$3.33	\$3.53
Fabricator 1 st up to 2000 hrs. worked *B, *E	\$33.38	\$34.72	\$35.76	\$4.30	\$4.50	\$4.70	\$2.20	\$2.36	\$2.50
Fabricator 2 nd 3000 additional hrs. worked *B,*E	\$39.82	\$41.41	\$42.65	\$4.66	\$4.86	\$5.06	\$2.63	\$2.82	\$2.99
Line Inspector	\$41.84	\$43.51	\$44.82	\$5.55	\$5.75	\$5.95	\$2.76	\$2.96	\$3.14
Groundman *C	\$33.38	\$34.72	\$35.76	\$4.30	\$4.50	\$4.70	\$2.20	\$2.36	\$2.50
Groundman, 1st up to 3000 hrs. worked *E	\$22.41	\$23.51	\$24.42	\$3.41	\$3.41	\$3.41	\$1.48	\$1.60	\$1.71
Construction Troublemán	\$58.26	\$60.59	\$62.41	\$5.65	\$5.85	\$6.05	\$3.85	\$4.12	\$4.37

APPRENTICES

1 st Period Apprentice, 60% of J/L	\$33.94	\$35.30	\$36.35	\$4.48	\$4.68	\$4.88	\$2.24	\$2.40	\$2.54
2 nd Period Apprentice, 65% of J/L	\$36.77	\$38.24	\$39.38	\$4.81	\$5.01	\$5.21	\$2.43	\$2.60	\$2.76
3 rd Period Apprentice, 70% of J/L	\$39.60	\$41.18	\$42.41	\$4.91	\$5.11	\$5.31	\$2.61	\$2.80	\$2.97
4 th Period Apprentice, 75% of J/L	\$42.43	\$44.12	\$45.44	\$5.01	\$5.21	\$5.41	\$2.80	\$3.00	\$3.18
5 th Period Apprentice, 80% of J/L	\$45.26	\$47.06	\$48.47	\$5.11	\$5.31	\$5.51	\$2.99	\$3.20	\$3.39
6 th Period Apprentice, 85% of J/L	\$48.08	\$50.01	\$51.50	\$5.21	\$5.41	\$5.61	\$3.17	\$3.40	\$3.61
7 th Period Apprentice, 90% of J/L	\$50.91	\$52.95	\$54.53	\$5.32	\$5.52	\$5.72	\$3.36	\$3.60	\$3.82

NOTE:

A. Certified Crane Operator: When an LEO obtains a Crane Operator Certification from the EICA or mutually agreed upon equivalent, the LEO will receive Journeyman Lineman pay for the week when he/she operates a 70 Ton Crane or larger. Operate is defined as making at least one pick during the week. Crane maintenance is not considered operating the crane and is exempt from this provision.

Must pass the LEO and EICA exams to become a Line Equipment Operator [LEO].

B. Fabricator Trainees: That in addition to the hour's requirement the Employee must submit documentation of their work history and must be able to demonstrate their ability in the following areas before they are able to advance to the Fabricator Classification:

1. Must have stick welding and cutting torch experience.
2. Must be able to perform construction layout utilizing blueprints, transit, and level.
3. Must be able to build, set and grade concrete forms and embeds.
4. Must be able to place and finish concrete.
5. Must be able to operate construction equipment.

C. Groundman: When used as Trainee to operate equipment, shall be paid 85% of the Line Equipment Operator rate for the first 1,000 hours. The second 1,000 hours he shall receive 90% of Line Equipment Operator rate of pay.

D. Substation Journeyman: The Substation Journeyman classification is limited to the wiring of substation control systems and lighting and receives 85% of the J/L rate wages and benefits – same as the Lineman's classification.

E. Hour requirements to receive full scale rate effective March 1, 2024.

F. If a Journeyman Lineman has a Certification for Welding (certification determined by the Employer) the Journeyman Lineman will receive 5% over the Journeyman Lineman scale for each work day the employee is welding.

G. Add "Lead Classification" to the Fabricator & Substation Journeyman working classifications at 10% over the base wage rate.

H. The parties agree that there is no opposition to Management setting up a FR Clothing Consortium Program that would require the Employees to take their FR Clothing with them from Company to Company. The parties reserve the right to negotiate the details.

I. Construction Troubleman:

Scope of work: The Construction Troubleman, while on shift, responds to outages and emergency situations to restore electrical service by repairing and / or rerouting power in a rapid safe, and efficient manner.

Typical Duties of the Construction Troubleman:

Locate service problems and restore electrical service by determining the most efficient repair method and/or re-routing procedure on either overhead or underground systems.

1. Remove electrical hazards, such as downed lines, severed poles caused by storms or cars hitting poles, etc., to protect the public.
2. Assist the fire department, in a fire situation, where electrical lines are involved. In other emergency situations, determine if other company and city personnel, such as line crews and police are needed to assist.
3. Patrol, inspect and repair overhead and underground transmission, distribution, and electrical apparatus to correct or prevent electrical outage.
4. Perform and assist other journeyman line workers perform switching functions. Build and maintain overhead and underground power lines and street lighting equipment, transformers, lightning arresters, fuses, switches, etc.

Wages and Benefits for the Construction Troubleman Classification:

- The Construction Troubleman will receive 103% of the current Journeyman Lineman wage rate as set forth in the Intermountain Line Agreement.
- The Construction Troubleman will receive all benefits at the same contributions rate as a Journeyman Lineman classification receives in the Intermountain Agreement.
- Shift differential will be calculated and paid per the Intermountain Agreement.
- All industry funds will be paid on the Construction Troubleman classification at the same contribution rate that is paid on the Journeyman Lineman classification in the Intermountain Agreement.

Journeyman Substation Technician Classification

CLASSIFICATION	Wages			Pension			Annuity		
	3/1/24	3/1/25	3/1/26	3/1/24	3/1/25	3/1/26	3/1/24	3/1/25	3/1/26
Foreman Journeyman Substation Tech *1	\$62.46	\$64.96	\$66.91	\$5.65	\$5.85	\$6.05	\$4.12	\$4.42	\$4.68
Journeyman Substation Technician *2	\$56.57	\$58.83	\$60.59	\$5.65	\$5.85	\$6.05	\$3.73	\$4.00	\$4.24
1 st Step Sub Tech (6 - Months) *3	\$33.94	\$35.30	\$36.35	\$3.39	\$3.51	\$3.63	\$2.24	\$2.40	\$2.54
2 nd Step Sub Tech (6 - Months) *4	\$36.77	\$38.24	\$39.38	\$3.67	\$3.80	\$3.93	\$2.43	\$2.60	\$2.76
3 rd Step Sub Tech (6 - Months) *5	\$39.60	\$41.18	\$42.41	\$3.96	\$4.10	\$4.24	\$2.62	\$2.80	\$2.97
4 th Step Sub Tech (6 - Months) *6	\$42.43	\$44.12	\$45.44	\$4.24	\$4.39	\$4.54	\$2.81	\$3.00	\$3.18
5 th Step Sub Tech (6 - Months) *7	\$45.26	\$47.06	\$48.47	\$4.52	\$4.68	\$4.84	\$2.99	\$3.20	\$3.39
6 th Step Sub Tech (6 - Months) *8	\$48.08	\$50.01	\$51.50	\$4.80	\$4.97	\$5.14	\$3.18	\$3.40	\$3.60
7 th Step Sub Tech (6 - Months) *9	\$50.91	\$52.95	\$54.53	\$5.09	\$5.27	\$5.45	\$3.37	\$3.60	\$3.82

1. 100% of the Wage and Benefits of the Foreman classifications in the Intermountain Outside Line Construction Agreement.
2. 100% of the Wage and Benefits of the Journeyman Lineman classifications in the Intermountain Outside Line Construction Agreement.
3. 60% of the Wage, 8th District Pension, Annuity, and HRA benefits as the Journeyman Substation Technician Classification set forth above.
4. 65% of the Wage, 8th District Pension, Annuity, and HRA benefits as the Journeyman Substation Technician Classification set forth above.
5. 70% of the Wage, 8th District Pension, Annuity, and HRA benefits as the Journeyman Substation Technician Classification set forth above.
6. 75% of the Wage, 8th District Pension, Annuity, and HRA benefits as the Journeyman Substation Technician Classification set forth above.
7. 80% of the Wage, 8th District Pension, Annuity, and HRA benefits as the Journeyman Substation Technician Classification set forth above.
8. 85% of the Wage, 8th District Pension, Annuity, and HRA benefits as the Journeyman Substation Technician Classification set forth above.
9. 90% 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.


Apprentice Substation Technician:


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


WESTERN LINE CONSTRUCTORS
CHAPTER INC., NECA, INC.


[James M Stapp \(Feb 22, 2024 17:04 HST\)](#)
James Stapp, President



Ted Leineke, Idaho Chairman



[D Kent Maughan \(Feb 23, 2024 15:12 MST\)](#)
D. Kent Maughan, Utah Chairman



[Lon Peterson \(Feb 23, 2024 17:13 PST\)](#)
Lon Peterson, Wyoming Chairman



[Jules W. Weaver \(Feb 26, 2024 08:30 MST\)](#)
Jules W. Weaver, Chapter Manager

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS


[Kevin Owen \(Feb 20, 2024 13:47 MST\)](#)
Kevin Owen, Business Manager,
Local Union 57


[Jeremy Redman \(Feb 20, 2024 14:14 MST\)](#)
Jeremy Redman, Business Manager,
Local Union 291


[Jerry Payne \(Feb 20, 2024 16:23 MST\)](#)
Jerry Payne, Business Manager,
Local Union 322


Clay Hirning, Business Manager,
Local Union 449

Subject to Approval:
International President, I.B.E.W.

**ADDENDUM I
UNDERGROUND CONSTRUCTION**

The **Scope of Work** covered under this Addendum shall be as follows for underground electrical construction:

- a. The Scope of Work covered under this LOU shall include and be limited to, all work necessary for the construction and installation of new underground distribution systems and infrastructure, including cable replacements whether power, control, communications, or CATV, including excavation and backfill and the dead termination of cable in electrical equipment. Conductor may be direct buried or installed in duct(s).
- b. No Journeyman Lineman 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, or approved Apprentice.
- c. 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, without the supervision of a qualified crew as outlined in (b) above.

Underground Classifications and Wage Rates

The minimum hourly rate of wages shall be as follows:

CLASSIFICATION	Wages			8 th District Pension			8 th District Annuity		
	3/1/24	3/1/25	3/1/26	3/1/24	3/1/25	3/1/26	3/1/24	3/1/25	3/1/26
Foreman - Underground 80% of J/L	\$45.25	\$47.06	\$48.47	\$1.75	\$1.95	\$2.15	\$2.99	\$3.20	\$3.39
Operator - Underground 70 % of J/L	\$39.60	\$41.18	\$42.42	\$1.75	\$1.95	\$2.15	\$2.62	\$2.80	\$2.97
Underground Operator Trainees *1,2 60% of J/L	\$33.94	\$35.30	\$36.35	\$1.75	\$1.95	\$2.15	\$2.24	\$2.40	\$2.54
Groundman - Underground 40% of J/L	\$22.63	\$23.53	\$24.24	\$1.75	\$1.95	\$2.15	\$1.50	\$1.60	\$1.70

1. Underground Operator Trainee will be under the direct supervision of an Underground Operator, Underground Foreman or Journeyman Lineman. 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.

No employee shall have their wage rate and/or benefit amounts reduced by any of the applications of this Addendum when employees are transferred by the employer, to work under the Underground Construction Addendum.

Special underground construction conditions are as follows:

Crew Make-Up

Make up of crews to perform work under this Addendum shall conform to the following:

- a. **Operator** - duties shall include operation of any line truck and light winch and boom trucks of five (5) tons and under, material haul, man haul and light equipment, and the use of jackhammer. He may be used at other UG duties when not so engaged, such as hand digging, unloading, or loading of material, flagman, etc. UG's shall work under the direction of a Foreman or Journeyman Lineman and shall assist them as directed.
- b. **Underground Groundman [UG]** – UG duties shall include such as hand digging, unloading, or loading of material, flagman, driving a pickup truck and the use of compaction and small ground operated trenching equipment. UG's shall work under the direction of an Underground Foreman, Journeyman Lineman or Underground Operator and shall assist them as directed. UG's may assist the Underground Operator or Journeyman Lineman in the performance of their duties.

This is an Addendum to the Intermountain Line Construction Agreement, between Western Line Constructors Chapter, Inc. NECA, Inc., and International Brotherhood of Electrical Workers (AFL-CIO). As a result, the Intermountain Line Construction Agreement will be the final interpretation concerning the terms, conditions, and benefits (LINECO, NEBF, etc) that are not superseded by the terms and conditions of this Addendum set forth above.