

Transmission Agreement

Between

Utility Workers Union of America, AFL-CIO

**And**

Utility Lines Construction Services, LLC

*July 3, 2022 through July 4, 2026*

## **TRANSMISSION AGREEMENT**

This is an Agreement by and between Utility Lines Construction Services, LLC. (hereinafter referred to as the "Employer") and Utility Workers Union of America, AFL-CIO (hereinafter referred to as the "Union").

### **BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in the utility industry. A working system of dispute resolution and harmonious relations will help develop and maintain the relationship between the Employer, the Union, and the Public. Progress in the industry requires mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences through rational, common sense methods. This Agreement is intended to further these basic principles.

### **SCOPE**

The Employer recognizes the Union to be the exclusive collective bargaining representative with respect to the rates of pay, wages, hours of employment and other conditions of employment for all employees performing the work required to maintain the ITC transmission system, which is defined in Appendix A of this Agreement. Upon request, the Employer shall furnish the Union with copies of job descriptions for classifications covered by this Agreement.

### **ARTICLE I**

**Section 1.01** This Agreement will remain in effect from July 3, 2022, through July 4, 2026. This Agreement will renew itself from year to year thereafter unless either party gives the other party written notice of desire to modify at least 90 days prior to July 4, 2026 or any subsequent July 1 anniversary date.

**Section 1.02** This Agreement will be subject to change or supplement at any time by mutual consent of the parties. Any such change or supplement agreed upon will be reduced to writing, and signed by the parties hereto.

**Section 1.03** It is agreed by and between the parties hereto that there will be no concerted failure to report to work, cessation or interruption of work, slowdown strike, picketing, or lockout during the term of this Agreement, or during any period of time while negotiations are in progress between the parties hereto for the continuance or renewal of the Agreement.

**Section 1.04** All grievances and disputes arising from or relating to the interpretation or application of this agreement will be settled by authorized representatives of the parties to this Agreement in the manner provided herein.

**Step 1.** The employee or the Union must initiate a grievance or dispute through written notice to the employee's supervisor within ten (10) working days from the time the alleged violation became known. The grievance shall be discussed with the employee or employees and the immediate supervisor, either personally or through the employee's union representative. If not resolved through this discussion, the grievance shall be presented in writing stating the Article(s) and Section(s) of this Agreement alleged to have been violated, the facts as they are known, the employees for whom relief is requested and the specific relief requested. The Employer will give a written answer to the grievance within five (5) working days. If the grievance cannot be settled within five (5) working days (unless extended by mutual consent between the Employer and the Union), the grievance shall be adjusted in the manner described in Step 2 below. No grievance that has been discussed with or through a Union representative will be adjusted unless a Union representative is present or has been offered the opportunity to be present. Grievance meetings shall be scheduled at the end of the workday.

**Step 2.** In the event that a resolution cannot be satisfactorily reached, or if the immediate supervisor does not have authority to resolve the grievance under Step 1, the matter may be then appealed in writing to Step 2. The Union may request a meeting in writing within five (5) working days of the Employer's denial in Step 1. Such meeting shall be held between representatives or designees of the National Union together with the designated representatives of the Employer. The Employer shall render a written decision within ten (10) working days following the meeting under this Step. If the Employer's decision does not resolve the matter, the Union may appeal the decision within five (5) working days to the Labor Management Committee provided in Section 1.05. Disputes over suspension or discharge may be appealed to Mediation as provided herein.

**Step 3.** Mediation. In the event the parties are unable to resolve a grievance over a disciplinary suspension or discharge at Step 2, the Union may request that the case be submitted to mediation. The Union shall contact the Michigan Employment Relations Commission, Bureau of Employment Relations to have a mediator assigned to the case. The mediator shall review the position of both parties in relation to this collective bargaining agreement and shall render an non-binding opinion on the grievance presented.

If the parties fail to reach an agreement on the resolution after the mediator has made a recommendation, the matter may be referred to the Labor-Management Committee below.

**Section 1.05** The Labor-Management Committee will be comprised of two (2) persons representing the Union and two (2) persons representing the Employer. It will meet regularly at times to be determined by the Parties and also within forty-eight (48) hours after either party requests a meeting. The Union will select the Union representatives and

the Employer will select the management representatives. The Committee will select its own Chairperson and Secretary. All such grievances and disputes coming before the Labor Management Committee will be decided by a majority vote: A majority decision by the Committee will be final and binding.

**Section 1.06** A non-probationary employee shall have the right to grieve his/her discharge from employment. If not resolved, the grievance may be appealed by the employee or the Union to the Labor Management Committee. A discharge may be overturned or modified by a majority decision of the Committee.

**Section 1.07** Should the Labor-Management Committee fail to decide or adjust a grievance or dispute including the discharge of an employee, the Union may refer the grievance/dispute to arbitration by providing written notice within twenty (20) working days of the Labor-Management Committee's decision. The request for arbitration shall state in detail the nature of the dispute, the articles(s) and the section(s) of the Agreement allegedly violated, and the remedy requested. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator unless the parties agree to modify the scope of the hearing. Only one request shall be scheduled for the same arbitration hearing, except by mutual agreement of the parties.

The sole arbitrator shall be selected through the Federal Mediation and Conciliation Service. The FMCS shall be directed to submit a list of at least seven (7) names. A name shall be selected from the list agreeable to both parties. Each shall bear the expense of its own witnesses. The arbitrator shall without delay, hear the evidence and render his decision in writing, which shall be final and binding upon both parties for the duration of this Agreement.

Before the submission of a grievance to the arbitration hearing, the Employer and the Union shall set forth in writing the specific issue or issues to be submitted to arbitration, and the arbitrator shall confine his decision to such stipulation of issue or issues. If a stipulation of issue or issues has not been arrived at by the parties at the time the arbitrator is present to hear the case, the parties shall put forth their own statement of the issue to the arbitrator at the hearing.

The arbitrator shall have no powers to add to, subtract from, or in any way modify the terms of this Agreement. The Arbitrator shall not decide issues which are not directly involved in the case submitted to him.

An Arbitrator may hear more than one issue at a given arbitration only if this is mutually agreed to in advance by the parties.

In cases of disciplinary action, the Arbitrator shall determine whether the Employer had "just cause" for the action (which is specifically defined as the "Seven Tests of Just



Cause as defined in Elkouri and Elkouri).

In the event any backpay award is determined to be appropriate, the amount of back wages shall be limited to forty (40) hours per week and shall not include any money the employee received during the period he was off from any source whatsoever.

Upon written request, and mutual consent of the parties, time limits of any step may be extended.

The Employer and the Union agree to share equally the expense of the arbitrator, the meeting room and the cost of a Court Reporter if requested by either party, except that for an arbitration hearing over a discharge of a non-probationary employee, the Union will bear the cost of the arbitrator, the meeting room and the cost of a court reporter.

**Section 1.08** (a) The Union shall have the right to appoint Stewards from among the ranks of qualified employees to assist in administering this Agreement. The Stewards will conduct his/her Union business during non-work time of the Steward and other employees, except upon advance approval from his/her supervisor. Upon advance approval from his/her supervisor the employees will not have any loss of straight time wages. Union representatives will not have any loss of straight time wages for Labor-Management Committee activities.

(b) The Employer agrees to pay fifty percent (50%) of the straight time wages for up to four (4) employees designated by the Union for main table negotiations for this Agreement which are held during normal work periods. The Employer compensation shall not exceed forty (40) hours for each employee. After the forty (40) maximum, time spent in negotiations shall be unpaid.

(c) Each party will be responsible for compensating its representatives for any lost time spent with regard to arbitrations or Trustee activities associated with the parties' Taft-Hartley Trust Funds.

## **ARTICLE II**

**Section 2.01** The Union understands the Employer is responsible to perform the required work. The Employer, therefore, will have no restrictions except those provided for in this Agreement. Examples of the prerogatives reserved to the Employer are: planning, directing and controlling the operation of all work; deciding the number and kind of employees to properly perform the work; hiring and laying-off employees; transferring employees from job to job within the Union's geographical jurisdiction; in determining the need, number and identity of the person(s) who will act as Foreman; requiring all employees to observe the Employer's and/or owner's reasonable rules and regulations not inconsistent with this Agreement; requiring all employees to observe safety requirements; and disciplining or discharging employees for just cause. The enumeration

of the above Employer's prerogatives shall not be deemed to exclude its other prerogatives not herein listed.

**Section 2.02** For the employees covered by this Agreement, the Employer will make regular payments to the Federal and State Governments for social security, worker's compensation, and unemployment insurance as provided for by law, and will furnish satisfactory proof of such to the Union upon request.

**Section 2.03** (a) Consistent with applicable law, employees may join or refrain from joining the Union. An employee may resign from membership by sending notice thereof in writing to the Union by certified mail, return receipt requested.

(b) The Employer agrees to deduct duly authorized membership dues (including such general assessments uniformly levied upon all members) from the wages of each employee who has voluntarily signed an authorization for such deductions and forward to the Union with notification of those employees for whom deductions have been made. The Employer shall forward the deductions to the Union by the 15<sup>th</sup> of the month following the month the dues were withheld. The Union shall provide written notice to the Employer of the authorized union membership dues and general assessments, if any.

Any such authorization may be revoked at any time by the employee sending written notice to the Employer. The Employer will promptly notify the Union of any such revocation by forwarding a copy of the revocation.

(c) The Union agrees to save the Employer harmless from any action growing out of this Section and commenced by any employee against the Employer. The Union assumes full responsibility for the disposition of the funds once received by the Union.

**Section 2.04 Holidays** To be eligible for a paid holiday, an employee must be employed by the Employer for a period of 90 calendar days prior to the day celebrated as a holiday and he/she must work the regularly scheduled workdays immediately prior to and immediately following the holiday, unless such employee is on vacation or other excused absence.

The following are the guaranteed paid holidays or the days celebrated as holidays:

New Year's Eve Day	Martin Luther King Day	Good Friday
New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day	

If any of the holidays fall on Saturday or Sunday, the holiday will be observed on the day that ITC observes.

**Section 2.05** Wages will be paid weekly, no later than quitting time on Friday, and no more than seven (7) days wages may be withheld at any time. Employees will be paid through direct deposit transfer of funds to a bank of the employee's choice. If a regular payday falls on a Holiday, employees will be paid on the preceding day. There will be no deductions from employees' pay except those provided and authorized by law and/or those authorized in writing by the individual employee. The Employer shall make a pay stub available electronically to each employee.

In the event a payroll error occurs the employee must inform the Employer as soon as possible. The Employer will correct errors of more than \$100.00 through on off cycle paycheck within two business days. Errors of less than \$100.00, errors for meals and back pay caused by failure to accurately or timely report hours will be corrected in the next payroll period. Employees are expected to accurately and timely report their hours worked to the Employer.

**Section 2.06** (a) The first six (6) months of employment for all new employees shall be a probationary or trial period during which period the employee may in the exclusive discretion of management be discharged without cause or notice and without recourse to the grievance procedure of this Agreement. The probationary period may be extended for up to an additional six (6) months if the employee has not demonstrated satisfactory job performance or progression upon mutual agreement between the Union and the Employer. Probationary employees retained beyond the probationary period shall be regular employees and their seniority shall date from the date of hiring.

(b) The Employer agrees to provide to the Union notice of hiring date of all new employees for the establishment of their seniority start date. The Union will maintain this seniority list.

(c) If an employee has the same hire date as another employee, seniority shall be determined by the employee's last four (4) numbers of their social security number with the highest number being senior. Warehouse employees who are former employees of the Hydaker-Wheatlake Company and are subject to the March 5, 2015 Letter of Understanding between the Employer and the Union shall receive credit for their years of service under the UWUA/Hydaker-Wheatlake collective bargaining agreement.

(d) When a position opens, including transfers to other departments/areas as listed in Appendix A, it shall be posted for five (5) or more days. The Employer will consider the applicants length of time in the posted classification (for purposes of transfers to another area), their qualifications, disciplinary history, education, licenses, certifications, and length of service with the Employer. Where all other factors are equal, the employee with the longest length of service with the employer will be selected for the position.

(e) An employee that leaves the company for any given amount of time in good standing and then returns to the company as an employee shall maintain his or

her seniority not counting the time absent.

The employee will be considered a probationary employee for employment purposes. For eligibility of vacation, placement on the wage scale and holiday accrual, these employees shall receive credit for their years of service. Personal days will be awarded after the probationary period. All H & W benefits will be in accordance with the trust guidelines.

**Section 2.07** Safety-toed footwear shall be required for all employees, except Office Techs, Field Techs and Dispatchers. An allowance of \$200.00 will be paid annually to each employee on the payroll as of April 1<sup>st</sup> every year. The allowance shall be paid during the month of April.

**Section 2.08** All employees covered by this Agreement will be subject to the Employer's Zero Tolerance Substance Abuse Policy.

**Section 2.09 Jury Duty** Employees shall be granted a leave of absence with pay when they are required to report for jury duty subject to the following procedure:

- (a) A copy of the official court notice must be submitted within two (2) days of receipt by the employee.
- (b) The employee must offer to report for work immediately before or following jury service and may be put to work at the discretion of the Employer.
- (c) The Employer may require "proof of service" rendered from the court.
- (d) Employees will be paid their regular hourly pay rate for jury service up to 5 days per contract year and will be permitted to use available vacation time or personal days to be paid for additional time off.

#### **Section 2.10**

- (a) The Employer agrees that in the event it anticipates a reduction in the workforce, classification or otherwise, it will notify the Union as far in advance as possible.
- (b) As soon as practical after such notification, the parties will meet to discuss options available to them so as to prevent any layoff from employment if possible. In the event the parties fail to agree on options to avoid a layoff, the Employer will review the employees within the affected classification and Region(s) seeking to retain the most qualified employees. If the qualifications are equal, seniority (defined as date of employment) will be the determining factor.
- (c) If it is determined that any employee is affected by such a lay-off and the employee meets the posting qualifications for any open position, the Employer



will allow the employee to bid on such an opening. The Employer reserves the right to allow employees within a department to have bidding opportunities within that department first before posting a vacancy for any affected employee(s).

(d) If in the event no vacancy exists, or no vacancy exists in which the employee meets the posting qualifications for, and the employee(s) is subsequently laid off from employment, the Employer will from six (6) months from the date of layoff, inform the laid off employee(s) of all job openings that arise.

(e) If the employee(s) meet the posting qualifications of vacancies that arise in this six (6) month timeframe, the employee will be afforded the same bidding opportunities as an internal applicant.

(f) The Employer is under no obligation to inform a laid off employee(s) past the six (6) month period of any job vacancy.

(g) If the Employer offers a laid off employee an available position for which they are qualified (whether the classification from which the employee was laid off or to another classification) and the laid off employee rejects the offer, the employee shall be afforded no further offers of employment or consideration for any other positions.

(h) The Employer agrees to notify the Union whenever the Region/Area map is revised.

**Section 2.11 Funeral Leave.** Any employee will be permitted to be absent from duty due to a death in their immediate family, without loss of regular pay for up to three (3) scheduled workdays, in order to permit him/her to make arrangements for and to attend the funeral. "Immediate family," as used in this paragraph, means the employee's father, mother, son, daughter, brother, sister, husband, wife, spouse, mother-in-law, father-in-law, grandmother, grandfather or grandchild. If additional time is needed, employees will be permitted to use available vacation time or Paid Time Off.

### **ARTICLE III**

#### **Section 3.01**

(a) The work week shall be defined as seven (7) consecutive twenty-four(24) hour periods beginning at 12:01 a.m. on Sunday. The normal work schedule shall consist of five (5) consecutive eight (8) hours days starting at 7:00 a.m. through 3:30 p.m. with a one-half (1/2) hour unpaid lunch period Monday through Friday, inclusive.

(b) If agreed upon by the Employer and the employee a work schedule consisting of four (4) ten (10) hour days between the hours of 7:00 a.m. and 5:30 p.m., Monday through Friday with a one-half (1/2) hour unpaid lunch period. If the Employer adopts a ten hour day schedule, overtime at the rate of time and one-half (1 ½) times the regular rate of pay will be paid for all hours worked in excess of ten (10) hours in a workday.

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

**Section 3.02** (a) When shifts are required, the second shift (between the hours of 4:30 p.m. and 1:00 a.m. will receive an additional \$1.00 of the employee's base wage per hour for all hours worked, and third shift (between the hours of 12:30 a.m. and 9: a.m. will receive an additional \$2.00 of the employee's base wage per hour for all hours worked.

(b) If the parties to this Agreement mutually agree, the shift week may commence with the third shift at 12:30 a.m. Monday to coordinate the work with the customer's work schedule. However, any adjustment will last for at least five (5) consecutive days duration unless mutually changed by the parties to this Agreement.

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

(d) There will be no requirement for a day shift when either a second or third shift is worked.

(e) When 12-hour off-shifts are required, the shifts will start and end at 11:00 a.m. and 11:00 p.m. Employees will be compensated at straight time rates between the hours of 7:00 a.m. and 3:30 p.m. and all other hours will be paid at 1 ½ times the normal straight time wage. Double time for holidays and hours worked without a rest period as described in Section 3.03, will still apply. There is not a requirement for this 12-hour schedule to last for 5 consecutive days like the 8-hour off-shift schedule.

**Section 3.03** All time worked outside of the normal scheduled shift or in excess of forty (40) straight time hours worked shall be paid as follows:

- 8 hours – 12 hours = 1.5 x
- 12 hours and beyond = 2x
- Saturday first 12 hours 1.5 x after 12 hours 2 x

Time worked does not include lunch breaks. All work commencing with the beginning of the established workday on Saturdays or the first off day in the workweek shall be paid at the rate of time in a half for the first 12 hours and then any time after wards will be

paid at double time. All work commencing with the beginning of the established workday on Sundays, the second off-day in the workweek and/or on holidays shall be paid at double time. If an employee is required to work their regularly scheduled shift without 8 hours of rest time, the employee will continue to be paid double at the start of their regularly scheduled shift.

**Section 3.04** When employees are required to work on Saturdays or Sundays or 1<sup>st</sup> or 2<sup>nd</sup> off day, they will be notified by the end of the shift on day preceding 1<sup>st</sup> off day whether the work is on or off. The regular show-up rules apply for all scheduled work. An overtime list shall be provided to the union upon request.

**Section 3.05** There will be no pyramiding of overtime rates and double the straight time rate will be the maximum compensation for any hour worked.

**Section 3.06** Employees will be at their assigned location/job at the scheduled start time.

**Section 3.07** Employees working in the rain will be furnished with rain gear by the Employer. Employees will be accountable for the following equipment issued to them: hard hat, rain gear, safety glasses, high voltage rubber gloves, protectors, glove bags, sleeves, and sleeve bags provided to classification requirements.

**Section 3.08** If an employee is temporarily assigned to a job with a higher rate of pay, he will be paid the higher rate for the period of temporary assignment. If an employee is temporarily assigned to a lower grade job, he will receive their regular rate during the period of this temporary assignment.

**Section 3.09** The Employer will discuss permanent employee transfers between regions with the Union before the transfer, except if it is an emergency. If there is an emergency transfer between regions, the Employer will discuss the transfer with the Union as soon as practical.

**Section 3.10** An employee who accepts a call outside their regularly scheduled hours of work will be paid not less than a four (4) hour minimum at the double-time rate.

The minimum will be paid even if the callout is cancelled at any time after the callout has been accepted.

In the event an employee is called out more than four (4) hours ahead of their regularly scheduled shift, such employee shall be paid two (2) times their regular rate of pay until the employee is relieved of duty.

In the event an employee accepts a callout (4 hours or less) of their regularly scheduled shift, the employee will receive the (4) hours minimum at double-time rate and revert to straight-time at the start of their regularly scheduled shift.

**Section 3.11** If an employee is required to work beyond their scheduled workday, they will be provided a meal allowance under the following conditions:

- 1) After two (2) or more hours and another meal allowance every six (6) hours of continuous work thereafter. However, in no case shall an employee be entitled to more than three (3) meals in any twenty-four (24) hour period.
- 2) A meal allowance shall be paid for answering a call-out.
- 3) The Employer will pay a meal allowance of \$17.00.

#### **ARTICLE IV**

**Section 4.01** The Employer and the Union agree to pursue continuous improvements in job descriptions and work processes for productivity improvement.

**Section 4.02** Applicable wage rates are set forth in Appendix "A" of this Agreement.

Apprentice progression to next step every 6 months or more in which the employee works at least 1000 hours and successfully completes all on-the-job training modules and proficiency reviews, as well as apprenticeship related courses delivered at community colleges and/or formal training facilities,

Apprentice Step 1	60% of base
Apprentice Step 2	65% of base
Apprentice Step 3	70% of base
Apprentice Step 4	75% of base
Apprentice Step 5	80% of base
Apprentice Step 6	85% of base
Apprentice Step 7	90% of base

Apprentice progression for the Underground Technician Classification shall be:

Apprentice Step 1	60% of base
Apprentice Step 2	70% of base
Apprentice Step 3	80% of base
Apprentice Step 4	90% of base

The classification of Warehouse/Driver shall have a three-step training program. Step 1 will be 92% of the base rate, Step 2 will be 96% of the base rate and Step 3 will be the top rate. Each step shall be four (4) months or more in which an employee works at least 693 hours and completes all proficiency ratings.

The classification of Dispatcher shall have a three step training program. Step 1 will be at 70% of the base, Step 2 at will be at 80% of the base rate, Step 3 will be at 90% of the base rate and Step 4 will be at the top rate. Each step shall be four (4) months or more in which an employee works at least 600 hours.



**Section 4.03** Welding and Crane Operations. Employees will receive an hourly premium of \$5.00 per hour for welding and operation of deck cranes and Broderson cranes (no knuckle booms or fork lift with sling). The premium shall be paid for the shift when performing welding or crane operations.

**Section 4.04** Whenever a Driver/Warehouse employee is operating equipment to perform a suspended lift, the employee will receive a premium of 20% for the entire day when the following criteria are met:

- a. Operation of a suspended lift, and the lift is determined by the General Foreman to be critical enough to warrant the 20% pay before the lift takes place. In the event the General Foreman is unavailable, the Warehouse Manager may authorize the lift.

**Section 4.05** The Employer agrees to pay a premium of \$4.00 per hour above the employee's classification rate for all hours worked for travel outside the State of Michigan, excluding while attending training classes.

**Section 4.06** The Employer agrees to pay a premium of \$4.00 per hour for employees performing as a Subject Matter Expert only for the hours performing the task.

## **ARTICLE V**

**Section 5.01** The Employer and the Union will collaborate on the "On the Job Training" of the apprentice. All apprentices will attend a community college course that has an apprentice program. The apprentice will attend classes outside of his/her shift and on their own time.

**Section 5.02** The Employer agrees to contribute fifty cents (\$.50) per employee per worked hour for all hours worked in each pay week to the UWUA Training and Development Trust Fund, and to execute and be bound by all documents and trust agreements as required by that Fund. All additional elements of Article V, Section 5.01 of the Agreement remain in full force and effect. If the Fund maximum balance of \$1,000,000 (one million dollars) is exceeded, the Union will notify the Employer to cease contributions into the Fund until the Fund balance is below the \$1,000,000 cap.

## ARTICLE VI

**Section 6.01** The Employer shall contribute seven (7) percent of the earnings of each employee into the Utility Workers Union of America Deferred Compensation Fund 401(k) Plan (hereinafter "DCF"), a defined-contribution, multi-employer pension plan.

Effective July 2, 2023, the Employer shall contribute 8% of the earnings of each eligible employee.

Effective June 30, 2024, the Employer shall contribute 9% of the earnings of each eligible employee.

Effective July 6, 2025, the Employer shall contribute 10% of the earnings of each eligible employee.

The Employer will match 100% of the first eight percent (8%) of earnings contributed by the employee.

**Section 6.02** (a) The Employer agrees to contribute \$8.25 per employee per hour worked to the UWUA Health and Welfare Fund. Should the Trustees of said Fund determine that employee contributions are necessary to maintain an appropriate fund reserve balance, such amounts shall be deducted from the employees' wages by payroll deduction based on employee or employee and dependent coverage.

Effective July 2, 2023 the employer agrees to pay \$8.50 per hour worked to the UWUA Health and Welfare Fund.

(b) The authority of the Trustees of the UWUA Health and Welfare Fund includes the authority (1) to establish the level of health care benefits; (2) to modify the level of health insurance benefits, if necessary; and (3) to require employees to pay a share of the monthly premiums for health care benefits, if necessary. All employees, except those who opt out of health insurance coverage pursuant to Appendix "A", will be required to pay their share of monthly health insurance premiums, if necessary, as determined by the Trustees.

(c) The Union understands that the Employer's agreement to contribute to the UWUA Health and Welfare Fund (the "Fund") is based on its understanding that (1) the Fund is in compliance with, or will be in compliance with, all of the provisions of the federal Patient Protection and Affordable Care Act, as the same may be amended from time to time (the "ACA"), as of the applicable effective dates. In the event that the Employer is assessed or subjected to any such penalties, fines or other charges under the ACA with respect to any bargaining unit employee on whose behalf it is required to make contributions to the Fund, the Employer may immediately cease participation in the Fund and this agreement shall be reopened to negotiate over a substitute medical plan.

**Section 6.03** The Employer shall notify a designated representative of the Union in all cases of accidents or near miss reports. Once an accident or near miss incident investigation is completed, the Employer shall, upon request, meet with the designated representative of the Union as soon as practical thereafter to discuss the Employer's findings.

The Employer agrees to annually provide flame retardant clothing to each employee as required under applicable law.

#### **Section 6.04      Paid Vacation**

##### **(a) Vacation Schedule**

Employees who have completed one year of service will be eligible for one (1) week of paid vacation (40 hours).

Employees who have completed three (3) years of service will be eligible for two (2) weeks of paid vacation (80 hours).

Employees who have completed seven (7) years of service will be eligible to three (3) weeks of paid vacation (120 hours).

Employees who have completed fifteen (15) years of service will be eligible for 136 hours of paid vacation.

Employees who have completed eighteen (18) years of service will be eligible for 160 hours of paid vacation.

Employees will be eligible for such vacation on their anniversary date of employment.

(b) Vacation time shall not be cumulative from year to year and must be taken in the twelve months following the time it is earned. Any unused vacation time will be forfeited. Employees must request and receive approval from their General Foreman at least two (2) weeks in advance of the intended vacation. Vacation time off is paid at the employee's base pay rate at the time the vacation is taken.

(c) An employee who leaves the service of the company and provides at least two (2) weeks notice of his/her intent to quit or who is laid off by the company for lack of work shall be entitled to their earned but unused vacation time. An employee who quits without the notice required herein or who is terminated for cause will forfeit any vacation payments.

**Section 6.05** Employees who have completed six (6) months of service will be eligible for five (5) personal days off (PTO) with pay to be used during the following twelve (12) months. Employees shall be eligible to defer up to seven (7) personal days to succeeding years.

**Section 6.06** The Employer will contribute \$.45 per hour worked to UWUA H&W Plan to pay for a Short Term Disability Plan. The benefits offered are to be determined by the Trustees of the Fund.

**Section 6.07** Effective July 3, 2022, the Employer shall contribute \$1.45 per hour worked into the UWUA Health Reimbursement Arrangement Plan. Effective July 2, 2023, the Employer shall contribute \$1.50 per hour worked. Effective June 30, 2024, the Employer shall contribute \$1.75 per hour worked. Effective July 6, 2025, the Employer shall contribute \$2.00 per hour worked.

## **ARTICLE VII TRAVEL TIME AND MILEAGE**

**Section 7.01** In all cases, mileage reimbursement is provided at the standard IRS compensation rate when driving a personal vehicle.

**Section 7.02** Employees who report to a headquarters, company office or ITC property are expected to be at their reporting location promptly at shift starting time and will not be compensated for their commute.

**Section 7.03** For employees with company vehicles, shift starting time and shift stopping time starts and ends at the pre-trip and post-trip inspection. Post-trip inspections shall be completed at the end of the day.

**Section 7.04** Those employees (including Apprentices) who are not assigned a company vehicle, and who are directed to report to other than their normal reporting location will be compensated for drive time in excess of the first thirty (30) minutes from their residence or in excess of the last thirty (30) minutes to their residence on their regular scheduled work day.

**Section 7.05** Employees who are called out for emergencies after hours shall indicate to the ULCS Dispatcher their expected depart time. The Dispatcher may determine the response time is not adequate and may call another employee.

**Section 7.06** In the event that an employee answers an emergency call-out after hours with a personal vehicle, the employee is reimbursed for mileage from their home to the job site and back to their home. An employee is also reimbursed for mileage between job sites in their assigned region, when using a personal vehicle.

**Section 7.07** Overnight Travel: In the event that an employee must travel more than 100 miles from his or her assigned area, three options are offered for compensation:

- a. The employee may turn in lodging and meal receipts and receive full reimbursement for reasonable expenses. The maximum meals for each overnight stay, that are eligible for reimbursement or the optional \$17.00 meal allowance, are dinner the evening of the overnight stay, breakfast the



next morning and noon lunch the next day.

- b. The employee may elect to receive a \$125/night stipend to cover lodging and meals.
- c. Upon supervisor's approval the employee may elect to travel to and from the job site and receive reimbursement for mileage.

In lieu of receiving meal reimbursements and turning in receipts, employees have the option to take \$17.00 meal allowances for each meal covered under this section. These \$17.00 meal allowances will be taxable income. For each individual overnight stay, an employee must either turn in meal receipts for reimbursement for all meals, or take the optional \$17.00 meal allowance for all meals, pertaining to that individual overnight stay.

**Section 7.08** Employees may be permitted to take a company vehicle home. It is understood the vehicle is assigned to the employee to maximize the employee's productive time on the job, more efficiently report to a particular job site at the beginning of the day and to expedite responses to after-hours emergency call outs. As such, employees are expected to maintain a domicile within their assigned areas or no more than thirty (30) minutes from the nearest customer facility within their assigned work area.

An employee who fails to respond to call-outs at least fifty percent (50%) of the time or who abuses the privilege of the assigned vehicle may be subject to loss of the assigned vehicle.

Field employees will indicate to the ULCS Dispatcher if they are not available for a callout that evening or weekend. The dispatcher will endeavor to call the remaining employees before other employees are called. A callout report will be generated, identified by warehouse for publication on a weekly basis.

The Employer reserves the right to rescind home assignment of a company vehicle to an employee at any time in which event such employee shall then report to the nearest facility approved by the customer within their assigned area at their shift starting time to retrieve an assigned vehicle and shall not be compensated for the commute, except that employees shall be compensated for drive time in excess of the first thirty (30) minutes from their residence or in excess of the last thirty (30) minutes to their residence on the regular scheduled work day. The pay for the excess drive time is only applicable if the assigned vehicle has been rescinded for non-disciplinary reasons and is parked more than thirty (30) minutes from the employee's residence.

Employees whose assigned vehicle is unavailable due to repairs or maintenance shall be provided a replacement vehicle, whenever possible. If a replacement vehicle is not available and an employee has to use a personal vehicle, the employees shall be paid for the commute time and shall be reimbursed for mileage.

## ARTICLE VIII

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision will immediately become null and void, leaving the remainder of this Agreement in full force and effect and the parties will, there upon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

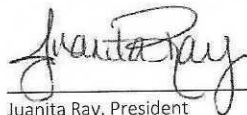
## ARTICLE IX

Neither the Employer, the Union, or the employees will in any way authorize, ratify, encourage or otherwise support any act or conduct that would be contrary to the Civil Rights Act of 1964, as amended, or any other State or Federal laws providing for Equal Employment Opportunity and prohibiting discrimination because of race, color, national origin, religion, sex, disability or age.

The use of the male or female gender in this Agreement shall include the opposite gender.

In witness whereof, the parties have hereto set their hands and seals this  
7<sup>th</sup> day of DECEMBER, 2022.

For the Union:



Juanita Ray, President  
Local 223, UWUA, AFL-CIO

11-30-2022  
DATE

For the Company:



12-7-22  
DATE

Rodney LeBeau, Vice President  
Utility Lines Construction Services, LLC

**APPENDIX "A"**  
**UTILITY WORKERS UNION OF AMERICA, AFL-CIO AND**  
**UTILITY LINES CONSTRUCTION SERVICES, LLC. MASTER**  
**COLLECTIVE BARGAINING AGREEMENT**

**1. Michigan**

**Scope:** The ITC transmission system in the lower peninsula of the State of Michigan (work historically performed by the Local on Transmission facilities and equipment) including all system facilities such as switch yards, switching stations, and substations, but excluding the construction and maintenance of towers and transmission lines between such facilities.

Classification	Steps	7/3/2022	7/2/2023	6/30/2024	7/6/2025
		4.5%	4%	3.75%	3.75%
Operator/EMJ		\$52.91	\$55.02	\$57.08	\$59.22
Operator/EMJ Technician (After 5 years as Journeyman)		\$55.54	\$57.76	\$59.93	\$62.18
Operator/EMJ Foreman		\$60.54	\$62.96	\$65.32	\$67.77
Operator/EMJ Operating Specialist		\$60.54	\$62.96	\$65.32	\$67.77
Operator/EMJ Maintenance Specialist		\$60.54	\$62.96	\$65.32	\$67.77
Underground Technician		\$52.91	\$55.02	\$57.08	\$59.22
Underground Technician Lead		\$55.26	\$57.47	\$59.63	\$61.87
Relay / Equipment Performance Technician		\$55.54	\$57.76	\$59.93	\$62.18
After 5 years as Journeyman		\$60.54	\$62.96	\$65.32	\$67.77
Office Technician					
Start	60% of Max	\$19.21	\$19.97	\$20.72	\$21.50
After 1 year:	80% of Max	\$25.61	\$26.63	\$27.63	\$28.67
After 2 years:	Max	\$32.01	\$33.29	\$34.54	\$35.84
Arborist (Hired Before 7/1/14)		\$52.91	\$55.02	\$57.08	\$59.22
Arborist (Hired After 7/1/14)					
Start	60% of Max	\$27.84	\$28.95	\$30.04	\$31.16
After 1 year:	80% of Max	\$37.12	\$38.60	\$40.05	\$41.55
After 2 years:	Max	\$46.40	\$48.25	\$50.06	\$51.94
Dispatcher Lead		\$35.67	\$37.09	\$38.48	\$39.92
Dispatcher					
Start	70% of Max	\$22.41	\$23.30	\$24.18	\$25.09
After 4 Months:	80% of Max	\$25.61	\$26.63	\$27.63	\$28.37
After 8 Months:	90% of Max	\$28.81	\$29.96	\$31.09	\$32.26
Max	Max	\$32.01	\$33.29	\$34.54	\$35.84
Transmission Line Patroller					
Start	60% of Max	\$24.81	\$25.80	\$26.77	\$27.77
After 1 year:	80% of Max	\$33.08	\$34.40	\$35.69	\$37.02
After 2 years:	Max	\$41.35	\$43.00	\$44.61	\$46.28
Technical Writer		\$44.96	\$46.75	\$48.50	\$50.32
Equipment Specialist		\$57.45	\$59.75	\$61.99	\$64.31
Field Technician (Hired Before 7/1/14)*		\$44.96	\$46.75	\$48.50	\$50.32
Facilities Technician					
Start	60% of Max	\$21.20	\$22.06	\$22.88	\$23.74
After 1 year:	80% of Max	\$28.27	\$29.41	\$30.51	\$31.66
After 2 years:	Max	\$35.34	\$36.76	\$38.14	\$39.57
Warehouse/Driver		\$40.35	\$41.96	\$43.53	\$45.16
Warehouse Senior Leader (10%)		\$44.39	\$46.16	\$47.88	\$49.68
Warehouse Assistant		\$36.17	\$37.61	\$39.02	\$40.48
Warehouse Crane Operator/Driver (20%)		\$48.42	\$50.35	\$52.24	\$54.19
Operator/EMJ Trainer		\$60.54	\$62.96	\$65.32	\$67.77
Relay/SCADA Trainer		\$61.79	\$64.26	\$66.67	\$69.17
PERT/Transformer Trainer		\$61.79	\$64.26	\$66.67	\$69.17

\*The Field Technician classification will not be used as incumbents leave. Replacements will be classified as Facilities Technicians.

\*ULCS Management has the right to substitute work experience for rate increase to Operator /EMJ Technician after 5 years as a Journeyman (SR Operator) and Operator/EMJ foreman, Operator/EMJ Trainer, Operator/EMJ Operating Specialist and Operator/EMJ Maintenance Specialist

## ULCS - UWUA DISCIPLINARY POLICY

In the interest of maintaining the highest levels of service to the customer, employee safety, respect for the employees and professionalism toward the public served by the Employer and its' customer, the Employer and the Union have instituted the following Disciplinary Policy.

The Employer will apply this Disciplinary Policy without discrimination as to race, color, religion, sex, age, national origin or disability.

Subject to the provisions set forth below for serious offenses, the Employer agrees to administer discipline for minor offenses in accordance with the following procedure:

- |    |                |  |
|----|----------------|--|
| 1. | First Offense  | Verbal warning Written   |
| 2. | Second Offense | warning  |
| 3. | Third Offense  | Discharge, demotion, suspension or other disciplinary action whichever is appropriate for the offense. |

For purposes of the paragraph above, absenteeism/tardiness will be treated separately from other types of offenses.

Copies of disciplinary actions will be given to the employee. The employee will acknowledge awareness of the action by signing the notice. Copies of disciplinary action resulting in a suspension, demotion or termination will be provided to the Union as soon as practicable. Prior to discharge, the Employer will suspend an employee without pay and will forthwith meet with the employee and a duly authorized representative of the Union.

In applying this Disciplinary Policy the Employer shall not consider any warning for an offense which took place more than eighteen (18) months before any disciplinary action, unless the employee has been disciplined for a subsequent offense.

Where an Employee commits a serious offense which endangers the Employer's relationship with the customer, conduct which could result in injury or death to the employee, other employees, etc., the Employer shall have the right to by-pass any or all of the progressive discipline steps and may suspend, demote or discharge the Employee immediately. In cases of serious offenses, the Employer shall notify the Union office immediately of the nature of the action taken.

Serious offenses shall include but shall not be limited to the following:

1. Being under the influence of or use of illegal drugs or alcoholic beverages during working hours.
2. Possession or use of illegal drugs or alcoholic beverages during working hours.
3. Theft of property, equipment or supplies of the Company, customer or property owner.
4. Performing or leaving work in a condition that jeopardizes the life, limb, or property of the customer, Employer, employees or the public.
5. Serious violation of the Employer's or customer's facility security protocols.
6. Serious violation of Red Tag policies or procedures that jeopardizes the life, limb, or property of the customer, Employer employees or the public.
7. Failure to report an on-the-job injury or near miss safety infraction.
8. Repeated warnings of absenteeism, tardiness or ending work early as documented by the Employer's time sheets, security system monitoring or electronic vehicle tracking systems.
9. Repeated warnings for violations of traffic laws as documented by moving violations or through electronic vehicle tracking systems.
10. Repeated misreporting of time sheets or falsification of other records of the Employer.
11. Assault on fellow workers, member of the public, customer representative or a company



representative.

12. Possession of a weapon in a company or customer vehicle or on the job site.
13. Sleeping during the work day.
14. Repeated warnings for violation of minor safety rules.
15. Repeated insubordination.
16. Disorderly conduct.
17. Repeated or significant abuse of company equipment.
18. Significant damage to company or customer's equipment resulting from negligence.
19. Unauthorized use of company or customer vehicles, tools or equipment.

It is understood that the Employer's customer intends to install electronic vehicle monitoring systems in some or all of its fleet of vehicles utilized by employees covered by this Agreement. It is further understood that the customer and/or the Employer may utilize the electronic vehicle monitoring systems to ensure the employee's compliance with pre-trip and post-trip vehicle inspection programs, starting and quitting times, efficient routing to and from customer facilities and/or job sites, etc. The Employer shall notify the Union of what data the Employer or customer will collect.

The Employer agrees to address employee misconduct discovered through the electronic vehicle monitoring system by use of the progressive discipline policy described above. Should the Employer become aware that an employee is operating a vehicle above the posted speed limit or operating a vehicle unsafely, the employee will normally be subject to counseling before formal disciplinary action is taken, unless reckless behavior is associated with the traffic violation. However, the Employer may forego the progressive discipline and resort to serious discipline for behavior discovered through electronic vehicle monitoring systems which could be characterized as reckless driving or theft of time from the Employer.

In all cases, the employee shall have the right to provide an explanation.

The Employer recognizes that there are appropriate situations in which employees idle vehicles, such as; initial start-up, operation of auxiliary equipment and during cold or hot weather periods.

**Memorandum of  
Understanding Between  
Utility Lines Construction Services (ULCS) And UWUA Transmission Trades**

This Letter of Understanding covers understandings reached between the UWUA (the Union) and Utility Lines Construction Services (the Company) regarding the loss of a regular driver's license or commercial driver's license (CDL).

For employees who lose their regular driver's license or commercial driver's license the following will apply.

The Company will review each individual situation and will determine if an accommodation can be made to provide meaningful work for the employees. All accommodations made, if any, will be made at the sole discretion of the Company. If accommodations cannot be made, or if the employee is not in agreement with the wage reduction, the employee will no longer qualify for employment.

In the loss of either as stated above, the employee's hourly pay rate may be reduced, as determined by the Company, to cover the cost of the accommodations made by the Company. If there is a wage increase during the time of an employee's loss of license, the percentage of the increase will be calculated on the reduced wage rate.

When proof of the original license has been reinstated, the employee's wage rate will be reestablished at the full wage rate of their classification.

During the loss of one of the above mentioned licenses, employees may, or may not, be eligible for after-hours overtime callouts.

Under no circumstances will the Company install, or allow to be installed, interlock devices in Company vehicles to allow employees to operate a Company vehicle under a temporary restricted driver's license.

The employee will comply with all conditions of the license suspension.

Each loss of license will be independent of all others and no past practice or precedence will be set.

Anything not specifically mentioned herein shall remain as per the Collective Bargaining Agreement.

**Memorandum of Understanding  
Between  
ULCS and Transmission Trades Division**

Regarding PERT/Operator/EMJ Student Program

The Transmission Trades Division of Local 223, UWUA, AFL-CIO ("Union") and Utility Lines Construction Services, LLC ("Company") agree to the following program.

The parties recognize the great opportunity for gaining experience and developing talent in a specific trade environment. This experience can be beneficial to the Company and its workers. Under current operating conditions the PERT/Operator/EMJ Student program can provide such opportunities within the workforce to facilitate natural knowledge transfer.

To help accomplish these goals the parties have agreed to the following:

1) Selection Process

Management may hire Student Technicians who are pursuing a degree in one of the approved fields of study for incoming PERT Technicians and Operator/EMJs. The Student Technician will be hired as a Level One apprentice in the PERT/Relay Classification or the Operator/EMJ classification. The Company will provide at least 30 calendar days' notice to the Union before any Student Technician arrives on-site. The number of Student Technicians hired at any time is at the discretion of management.

2) Assignment Type

Student Technicians will be considered "probationary" employees under the terms of the current Collective Bargaining Agreement ("CBA"). The employees will assist journeyperson technicians with routine maintenance and capital projects.

3) Assignment Duties

Student Technicians will be under work direction of a PERT/Relay journeyperson or an Operator/EMJ Journeyperson at all times. Student Technicians perform work only as assistants to the journeyperson and will not be permitted to work independently.

4) Duration of Assignment

Student Technicians assignments may not exceed ninety (90) days in duration. Any extension of the assignment must be mutually agreed to by the Union and Company.

5) Base Rate

Student Technicians shall be paid at the rate of a Step One apprentice in accordance with the current CBA.

6) Overtime

Student Technicians will be permitted overtime as is necessary to travel to and from the job site for a regular straight time shift. They will not be under consideration for call-outs (independently or as an assistant) and will not be considered for scheduled overtime assignments.

7) Benefits

Student Technicians will not be eligible for any benefits offered to members of the Transmission Trades under the current CBA as their assignment will never exceed 90 days. Student Technicians will pay dues during the time of their assignment, as is true for any other worker with less than ninety days' tenure.

8) Evaluation

Student Technicians will be evaluated by the ULCS Training Department at the end of their assignment. Any Student Technician shall be given priority for future openings at the Company's discretion.

It is mutually understood that either party can withdraw from the MOU with one hundred twenty (120) calendar days written notice to the other party.

This Agreement is being entered into without prejudice to the future position of either party.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UTILITY WORKERS UNION OF AMERICA, AFL-CIO AND  
UTILITY LINES CONSTRUCTION SERVICES, LLC**

**October 15, 2018**

This is an agreement by and between Utility Lines Construction Services, LLC (hereinafter referred to as the "Employer") and the Utility Workers of Union of America, AFL-CIO (hereinafter referred to as the "Union").

This memorandum outlines the guidelines for obtaining a CDL for the following classifications for new hires going forward from the date set forth above.

**1.) Operator/EMJ Technician Operator/EMJ  
Foreman Underground Technician**

A CDL-A with a tanker endorsement shall be required for the above classifications. If an applicant does not have a CDL, upon hiring into the classification, they will be expected to obtain a CDL before their probationary period expires. The applicant or employee will be responsible for obtaining the CDL on their own time and at their own expense.

**2.) Warehouse/Drive Senior  
Leader  
Crane Operator/Driver**

A CDL-A is a requirement of employment for these classifications, these employee have six months from hire date to obtain the tanker and hazmat endorsement on their own time and at their own expense.

**3.) All other classifications**

Individual employees may be asked to obtain a CDL based on an area of specialized responsibilities and/or the legal requirements of their assigned vehicle. These employees will be expected to obtain the CDL on their own time and the Employer will reimburse them for the cost of permit/licensing and any required endorsement fees and associated application fees.

**4.) Internal Transfers**

In the event that employees bid from a classification where a CDL is not required into one where a CDL is required, the company shall reimburse them for permit/license fees and any required endorsement fees and associated application fees. They shall be expected to obtain a CDL, and any necessary endorsements, within six months of the transfer.

**5.) Renewals**

The Company shall reimburse all active employees for their permit and licensing fees, including any DOT physical fees, upon renewal of those qualifications and endorsements.



**Memorandum of Understanding  
Between  
Utility Workers Union of America, AFL-CIO And  
Utility Lines Construction Services, LLC.**

This is an agreement by and between Utility Lines Construction, LLC. (hereinafter referred to as the "Employer" and Utility Workers Union of America, AFL-CIO (hereinafter referred to as the "Union")

This memorandum outlines a five-person 24 hour/7 day shift schedule and rules for the classification of dispatcher to accommodate customer needs. The Employer will notify the Union prior to enacting 24 hour/7 day shift scheduling as described in this memorandum or enacting regular business hour scheduling as described in **Article III** of the Transmission Agreement between the Employer and the Union. If dispatcher staffing is below five persons, the shift schedule may be modified temporarily to accommodate the necessary time needed to hire and train replacements.

**Shift Schedule**

The shift schedule is displayed on page three of this memorandum. The "D" represents a 12 hour day shift starting at 0600 EDST and ending 1800 EDST, hereafter referred to as the day shift. The "N"<sup>11</sup> represents a 12 hour night shift starting at 1800 EDST of the day listed and ending at 0600 EDST the following day hereafter referred to as the night shift. The "8" represents an eight hour shift starting at 0700 and ending at 1500 hereafter referred to as the flex shift. The person working the flex shift will be subject to scheduling changes to cover paid time off or *un-paid* time off for the day shift or night shift. All schedule changes must be approved by the Dispatcher's supervisor.

**Payment for Shift Schedule**

The five-week schedule will result in an average of 42 hours per week. The dispatcher will be compensated with 40 hours pay at the regular hourly rate and 2 hours pay at one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate unless there are modifications to the schedule. Unpaid time off will be subtracted from the 42-hour payment on a weekly basis and additional hours worked will be added to the 42 hour payment at a rate of one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate. For hours worked during the night shift, a \$2.00 premium will be added to the regular hourly rate of pay.

**Holidays**

Holidays and holiday eligibility will be determined by Section 2.04 of the Transmission Agreement. Holidays will be paid at double time the hourly rate in addition to the eight (8) hours of holiday pay. Holiday hours are effective 0600 EST on the observed holiday through 0600 EST on the following day. The person working the flex shift schedule is not eligible for the shift.

Paid time off for vacation or personal days will be distributed at eight hours being considered as one (1) day and four hours being considered as one-half ( $1/2$ ) day.

**Trading Shifts**

Shifts may be traded by dispatchers without any change to compensation as long as it is approved by the dispatcher's supervisor.

## Replacing Shifts for Paid and Un-paid Time Off

If the flex shift person takes time off, it will not require a replacement. If an off-duty dispatcher is needed for a shift in addition to their scheduled shifts, all hours worked will be paid pursuant to Section 3.03 of the Agreement, provided however, that double time shall only be paid once during an off-day cycle for work commencing with or following the second off-day. When shift work is implemented the dispatcher's supervisor will have the right to reserve a shift schedule for a trainee. The assignment of the remaining shifts will be determined by the union representatives.

	Week 1						
4Week	s	M	T	w	Th	F	Sa
Dispatcher 1	X	D	D	D	D	X	X
Dispatcher 2	X	X	X	X	X	N	N
Dispatcher 3	N	N	X	X	X	D	D
Dispatcher 4	D	X	N	N	N	X	X
Dispatcher 5	X	8	8	8	8	8	X

	Week 2						
4Week	s	M	T	w	Th	F	Sa
Dispatcher 1	X	X	X	X	X	N	N
Dispatcher 2	N	N	X	X	X	D	D
Dispatcher 3	D	X	N	N	N	X	X
Dispatcher 4	X	D	D	D	D	X	X
Dispatcher 5	X	8	8	8	8	8	X

	Week 3						
4Week	s	M	T	w	Th	F	Sa
Dispatcher 1	N	N	X	X	X	D	D
Dispatcher 2	D	X	N	N	N	X	X
Dispatcher 3	X	D	D	D	D	X	X
Dispatcher 4	X	X	X	X	X	N	N
Dispatcher 5	X	8	8	8	8	8	X
	Week 4						
4Week	s	M	T	w	Th	F	Sa
Dispatcher 1	D	X	N	N	N	X	X
Dispatcher 2	X	D	D	D	D	X	X
Dispatcher 3	X	X	X	X	X	N	N
Dispatcher 4	N	N	X	X	X	D	D
Dispatcher 5	X	8	8	8	8	8	X

The Employer and Union both agree to pursue a common goal of providing a service to most efficiently and effectively meet customer needs. If modifications need to be made to staffing levels or shift schedule, both parties agree to work together to make the necessary changes to meet those customer needs.

**Memorandum of Understanding**  
**Utility Lines Construction Services and "Warehouse Assistant"**  
**MOU Effective July 26, 2021**

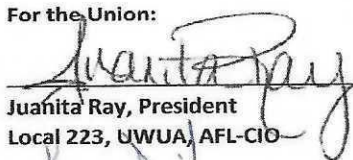
This Memorandum of Understanding ("Agreement") is entered between Utility Lines Construction Services, LLC (the "Company") and Local 223, Transmission Trades Division (the "Union").

The Transmission Trades Division of Local 223 and the management team of Utility Lines Construction Services, LLC (ULCS), otherwise known as "the Parties", have met and thoroughly discussed the addition of a position titled, "Warehouse Assistant". Based on these discussions, the Parties understand and agree as follows:

- Under the supervision of the Warehouse General Foreman this position will be responsible and accountable for supporting all warehouse needs to support field personnel in the ITC system.
- The top wage of the position will be \$34.61 per hour and will follow an agreed upon pay progression.
- Typical duties, but not limited to, will include general warehouse work, shipping, receiving, loading and unloading trucks, picking orders, and cycle counting.
- Ability to respond, if needed, to after hour calls and overtime work as requested within their job scope is required. Pay rates for such callouts/overtime will be paid according to the Collective Bargaining Agreement.
- The "Warehouse Assistant" will have a bidding advantage to progress into the "Warehouse/Driver" position.
- The Company has no intention of having this person make field deliveries, except in the case of an emergency. If an emergency is declared, the Company agrees to step the "Warehouse Assistant" up to the lowest pay grade of a "Warehouse/Driver". All vehicles used in case of emergency will not require a Commercial Driver's License (CDL).
- The "Warehouse Assistant" may be required to work at other warehouse locations. In these cases, the employee may be allowed to drive an ITC non CDL vehicle to the warehouse location and will be compensated for drive time. Documents may be brought to the location only if employee has been previously scheduled at that location.
- A CDL will not be required, nor will the Company be monitoring the successful bidder(s) CDL if they possess one.
- All other job duties will follow the mutually agreed upon Job Description.

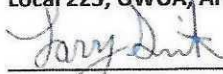
The Parties accept and agree to the terms set forth in this agreement without precedence or prejudice to either Party. The Parties agree that all other provision of the Collective Bargaining Agreement will apply.

For the Union:

  
\_\_\_\_\_  
Juanita Ray, President  
Local 223, UWUA, AFL-CIO

7-22-21


DATE

  
\_\_\_\_\_  
Larry Smith, Transmission Trades Chair  
Local 223, UWUA, AFL-CIO

7-23-21

DATE

For the Company:

  
\_\_\_\_\_  
Rodney LeBeau, Vice President  
Utility Lines Construction Services

7-26-21

DATE

**Memorandum of Understanding**  
**Between**  
**Utility Workers Union of America, AFL-CIO**  
**And**  
**Utility Lines Construction Services, Inc.**

Sept. 10, 2012 - June 30, 2014

**Underground Group Work Hours**

In order for the Underground group to avoid traffic delays and get to the job site on time in the morning the shift hours for the group shall be set as follows.

(a) Eight (8) hours work between 6:00 a.m. and 4:30 p.m. with ½ hour unpaid lunch will constitute a workday. Forty (40) hours within five (5) days, Monday through Friday, will constitute a workweek, except as provided in (b.) below. The current work schedule will be 6:00 a.m. to 2:30 p.m.

(b) The Employer, with 24 hours of prior notice to the Union, may institute a workweek consisting of four (4) consecutive ten (10) hour days between the hours of 6:00 a.m. and 5:00 p.m., Monday through Thursday, with ½ hour unpaid lunch period. If the Employer adopts a 10 hour day schedule, overtime at the rate of time and one-half (1½) times the regular rate of pay will be paid for all hours worked in excess of ten (10) hours in a workday. Friday may be used as a make-up day at straight time rates.

**Company Representative**

Name B. Diane Hall Title Chairperson Date 9-6-12

Signature

B. Dickel

**Union Representative**

Name RODNEY LEBEAU Title Director Date 9-6-12

Signature

R. Lebeau



**Memorandum of Understanding  
Utility Lines Construction Services and Local 223 UWUA  
MOU Effective November 29, 2021**

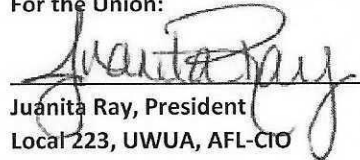
This Memorandum of Understanding ("Agreement") is entered between Utility Lines Construction Services, LLC (the "Company") and Local 223, Transmission Trades Division (the "Union").

The Transmission Trades Division of Local 223 and the management team of Utility Lines Construction Services, LLC (ULCS), otherwise known as "the Parties", have met and thoroughly discussed the paid compensation for "Company Union Business" (CUB). Based on these discussions, the Parties understand and agree as follows:

- The Company shall pay the Local 223 Chairperson or delegate a maximum of 40 hours per month to conduct CUB with no loss of benefits.
- All CUB time shall be pre-approved by the Local 223 Chairperson or delegate's immediate supervisor or above.
- All Labor Management Committees will continue to be paid as they have been in the past and will not be considered as part of the 40 CUB hours.
- It is understood that the Local 223 Executive Board (comprised of all chairpersons or delegates) meets on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday of the month, which will be considered part of the CUB time mentioned in the previous bullet points

The Parties accept and agree to the terms set forth in this agreement without precedence or prejudice to either Party. The Parties agree that all other provision of the Collective Bargaining Agreement will apply.

For the Union:

  
\_\_\_\_\_  
Juanita Ray, President  
Local 223, UWUA, AFL-CIO

11-30-2022

DATE

For the Company:

  
\_\_\_\_\_  
Rodney LeBeau, Vice President  
Utility Lines Construction Services, LLC

12-7-22

DATE

# Memorandum of Understanding

## Utility Lines Construction Services and Local 223 UWUA

### MOU Effective 1/1/2022

This Memorandum of Understanding ("Agreement") is entered between Utility Lines Construction Services, LLC (the "Company") and Local 223, Transmission Trades Division (the "Union").

The Transmission Trades Division of Local 223 and the management team of Utility Lines Construction Services, LLC (ULCS), otherwise known as "the Parties", have met and thoroughly discussed the paid compensation for "Company Union Business" (CUB). Based on these discussions, the Parties understand and agree as follows:

The following jobs classification will be added to Appendix A:

#### Lead Dispatcher-

Monday through Friday, days 0600-1500.

\$3.50 premium

Responsibilities – Basic office duties including current dispatch duties. These duties include but are not limited to daily and weekly dispatcher scheduling, problem solving, and multi-tasking. Responsible for new hire training, implementing policy changes and training for new tasks as assigned.

- Minimum of 5 years of experience as a ULCS dispatcher.
- Must have the ability to adapt to changes to best fit the company and needs of the customer.

The following shift position will be added

#### Second shift position – Dispatcher – per section 3.02,

Monday through Friday, afternoons 1500-2300.

\$1.00 premium

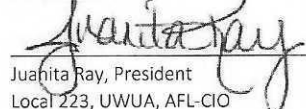
Responsibilities – current dispatch duties.

This position must be flexible with short notice schedule changes, must be able to switch shifts for a leave of absents or emergencies to accommodate proper coverage

4 Week	S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa	4 Week
Lead	X	8	8	8	8	8	X	X	8	8	8	8	8	X	X	8	8	8	8	8	X	X	8	8	8	8	8	X	Lead
Swing Shift	X	D	D	D	D	X	X	X	X	X	X	X	N	N	N	N	X	X	X	D	D	D	X	N	N	N	X	X	Swing Shift
Swing Shift	X	X	X	X	X	N	N	N	N	X	X	X	D	D	D	X	N	N	N	X	X	X	D	D	D	D	X	X	Swing Shift
Swing Shift	N	N	X	X	X	D	D	D	X	N	N	N	X	X	X	D	D	D	D	X	X	X	X	X	X	X	N	N	Swing Shift
Swing Shift	D	X	N	N	N	X	X	X	D	D	D	D	X	X	X	X	X	X	X	N	N	N	N	X	X	X	D	D	Swing Shift
Second Shift	X	8	8	8	8	8	X	X	8	8	8	8	8	X	X	8	8	8	8	8	X	X	8	8	8	8	8	X	Second Shift

The Parties accept and agree to the terms set forth in this agreement without precedence or prejudice to either Party. The Parties agree that all other provision of the Collective Bargaining Agreement will apply.

For the Union:

 11-30-2022  
Juahita Ray, President DATE  
Local 223, UWUA, AFL-CIO

For the Company:

 12-7-22  
Rodney LeBeau, Vice President DATE  
Utility Lines Construction Services, LLC