

## Preface

In this file you will find the revised version of three different pattern agreement guides and the Construction Wireman/Construction Electrician Addendum:

- (1) Inside Agreement;
- (2) Outside Agreement; and
- (3) Residential Agreement.

This revision replaces the 2007 version of the Pattern Agreement Guides. This year, as in the past the documents are provided in both PDF and Word formats. The PDF file is a secure document that cannot be changed; it can serve as a permanent reference. The Word files can be easily used in developing your local agreements.

The revisions include additional language to the explanation of Category I and II language located in the Foreword of the Guide, and minor typographical corrections.

All language changes are indicated by the insertion of a black bar to the left of those lines that have been changed both in the table of contents and affected article.

The Pattern Agreement Guides have been generally well-received and have led to the submission of better local agreements and more rapid internal analysis. Each guide includes a foreword consisting of definitions for Category I language, Category II language, Optional Language and common provisions, as well as information regarding the submission of agreements.

Outside Revision December 2008

## OUTSIDE – FOREWORD

Category I provisions, as identified in red in the Table of Contents and in the body of this Guide, are considered Standard Agreement Language by the IBEW International Office and NECA National. By joint recommendation and in written agreement, all Outside Construction Agreements between IBEW Local Unions and NECA Chapters must contain all Category I Language verbatim, i.e., no deviations or changes to these clauses are permitted. Likewise, the agreement may not contain language that is contrary to the intent of the Category I language or circumvents provisions contained in the Category I Language. Additional language that pertains to but does not conflict with the Category I language may follow the language, but is not to be inserted within the language. ( This would also apply to Category II and any other verbatim language.) There are also several places where Alternate Language is provided. This Alternate Language is to be used in lieu of, and not in conjunction with, Standard Language.

Category II Language, as identified in blue, reflects provisions which the IBEW International Office recommends but which NECA National has not endorsed. These provisions need to be negotiated locally. If adopted, this language must be inserted verbatim into the collective bargaining agreement.

Optional Language, as identified in purple, is language that is acceptable to the IBEW International and NECA National, is approvable, and may be included in the agreement if the local parties agree. In some cases, language other than the particular language illustrated may be used; however, some of these clauses must be used verbatim.

Sections identified in **black text** are common provisions listed for local labor management consideration. They must be locally negotiated and agreed upon and may be used as provided or modified as determined by the parties.

## IBEW Submission Requirements

Six original signed copies of the agreement must be sent to the International Office, Construction and Maintenance Department, for International review and approval. All submitted Agreements must be signed by both parties, including the local union Business Manager. Memoranda of Understanding and other “side agreements” must be submitted for informational purposes.

All Agreements must be submitted on standard letter-size (8.5”x11”) white paper, with black text, and accompanied by a copy of the agreement in Microsoft Word format on a 3-1/2” computer diskette or CD-ROM, an IBEW Form 105 (Agreement Information and Summary Form) and an IBEW Form 654 (Davis-Bacon Fringe Benefit Summary). A Davis-Bacon Form 654 is required for each state in which the agreement applies with all related counties identified. **Do not refer to the body of the agreement to identify the counties. However, an attached list to Form 654 identifying the covered counties is acceptable.** The Form 654 will be forwarded to the U.S. Department of Labor, Wage and Hour Division, with an I.O. approved agreement for each state, to facilitate the federal recording of your wage and benefit changes.

IBEW agreement approval will be withheld where:

- 1) Deviations exist from Category I and/or II Language, and/or deviations exist in certain Optional Language, and/or there are deviations from IBEW policies;
- 2) Provisions exist of questionable legality; and,
- 3) Provisions exist which are legally indefensible.

## NECA Agreement Review Requirements

NECA bylaws require that at least four copies of the original signed agreements and amendments be sent to NECA national for review. All submitted agreements or amendments must be signed by both parties. Documents should be sent on standard letter size 8.5 x 11 white paper with black text, and we are asking that it be accompanied by a copy of the agreement in Microsoft Word format on a 3-1/2" computer diskette or CD-ROM. A Davis-Bacon Wage Modification Form must accompany the agreement or amendment. In addition, a Labor Agreement Summary Form must be enclosed for all agreements, except Inside.

*Please Note: The IBEW® and NECA have jointly agreed to the meaning and intent of this document. We recognize that there are stylistic inconsistencies in the text, but this was the style in use at the time the various provisions were agreed to by the IBEW® and NECA and, therefore, these provisions are to appear in your agreement as shown in this Guide.*

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**PURPLE = OPTIONAL LANGUAGE      BLACK = COMMON PROVISIONS**

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## **IBEW® RECOMMENDED OUTSIDE CONSTRUCTION AGREEMENT GUIDE**

**Agreement by and between [the] \_\_\_\_\_ [Chapter of the National Electrical Contractors Association (NECA)] and Local Union No. \_\_\_\_\_, 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] \_\_\_\_\_ [Chapter of NECA] and the term "Union" shall mean Local Union No. \_\_\_\_\_, IBEW.**

**The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.**

### **BASIC PRINCIPLES**

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

**ARTICLE I**  
**STANDARD CIR**

**EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES**

*Note: Use STANDARD CIR or MODIFIED CIR Language for Article I. Standard CIR Language is the preferred language endorsed by the IBEW International and NECA National.*

*MODIFIED CIR starts on page 11.*

**EFFECTIVE DATE:**

**Section 1.01.** This Agreement shall take effect \_\_\_\_\_, 20\_\_\_\_, and shall remain in effect until \_\_\_\_\_, 20\_\_\_\_ unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from \_\_\_\_\_ through \_\_\_\_\_ 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.*** (Note: *Italicized is optional and must be negotiated locally.*)

**Section 1.08. Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.**

**Section 1.09. When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.**

**Section 1.10. Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within \_\_\_\_\_ working days of its occurrence shall be deemed to no longer exist.** (Note: *Italicized is optional and must be negotiated locally.*)

## **ARTICLE I**

### **MODIFIED CIR**

#### **EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES**

*Note: Use STANDARD CIR or MODIFIED CIR Language for Article I.*

*Note: The MODIFIED CIR Language is Alternate Language to the Standard CIR Language that would still qualify as Category I. The major difference between STANDARD and MODIFIED CIR Language is Section 1.02(d) where MODIFIED Language states that either party can terminate the agreement after serving the other party with a 10-day notice. Also, Section 1.02(e) of the MODIFIED language requires mutual agreement to submit interest arbitration issues to CIR for resolution. Grievances still may be heard at CIR by joint or unilateral submission. STANDARD CIR Language requires the parties to submit all unresolved issues in negotiations and grievances to CIR, jointly or unilaterally.*

#### **EFFECTIVE DATE:**

**Section 1.01. This Agreement shall take effect \_\_\_\_\_, 20\_\_\_\_, and shall remain in effect until \_\_\_\_\_, 20\_\_\_\_ unless otherwise specifically provided for herein. It shall continue in**

effect from year to year thereafter, from \_\_\_\_\_ through \_\_\_\_\_ 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). In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR), either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

(e). By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, may jointly, with the Union, submit the unresolved issues to the Council on Industrial Relations for adjudication. Such unresolved issues 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.

(f). 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.

(g). 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. During the term of this Agreement, 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 *(Note: In the case of independent agreements the word "Chapter" should be replaced by the word "Employer")* shall select the management representatives.

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

Section 1.07. All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. *In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.* (Note: Italicized

is optional and must be negotiated locally.)

**Section 1.08.** Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

**Section 1.09.** When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

**Section 1.10.** *Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within \_\_\_\_\_ working days of its occurrence shall be deemed to no longer exist.* (Note: Italicized is optional and must be negotiated locally.)

**ARTICLE II**  
**EMPLOYER RIGHTS/UNION RIGHTS**

Section 2.01. Certain qualifications, knowledge, experience, and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements, and employing at least one Journeyman Lineman.

**MANAGEMENT RIGHTS:**

Section 2.02. The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

**FOREMAN CALL-OUT BY NAME:** *(Optional Language)*

*Note: This is Optional Language approved by the IBEW International and NECA National which may be utilized when an Employer wishes to call out a Foreman by name. This is current CIR pattern language. It is approvable, but alternate language may be negotiated and agreed upon at the local level.*

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

- A) The employee has not quit his previous employer within the past two weeks.
- B) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the highest-priority



**group.**

**C) When an employee is called as a Foreman, he must remain as a Foreman for 1,000 hours or must receive a reduction in force.**

**WORKERS' COMPENSATION INSURANCE:**

Section 2.04. For all employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance, with a company authorized to do business in this state; Social Security; and such other protective insurance as may be required by the laws of the state in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of employees.

**SURETY BOND:**

Section 2.05(a). Each Employer shall furnish a surety bond in the amount of \$\_\_\_\_\_ to secure payment of all amounts due on account of payroll and fund deduction, contribution, and reporting obligations of the Employer required by this Agreement. The bond shall provide that it may not be terminated without 15 days prior written notice to the Employer and the Local Union.

(b). The Labor/Management Committee and/or the Council on Industrial Relations, as the case may be, shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond directly to the affected employees and direct payments of delinquent fund contributions from the Bond directly to the Trustees of the affected funds or to their designated agents.

**JOINT VENTURE:**

Section 2.06. Employers engaged in joint-venture jobs shall be considered as a new and separate individual Employer, with all rights herein as they apply to an individual participating Employer. There shall be no transfer of workers between a joint venture and any or all of the Employers comprising the joint venture.

**UNION RECOGNITION:**

Section 2.07(a). The Employer recognizes the Union as the sole and exclusive representative of all its

employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

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

### **WORK PRESERVATION:**

**Section 2.08(a). In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity including a joint venture, wherein the Employer, through its officers, directors, partners, or stockholders, exercises either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.**

(b). As a remedy for violations of this Section, the Labor-Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry, and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

(c). If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in

accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

**NON-RESIDENT EMPLOYEES:** *(Portability)*

**Section 2.09.** An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local 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.

**FAVORED NATIONS:** *Note: The IBEW recommends that this language be omitted from all agreements with independent employers.*

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

**Section 2.11.** No individual connected with an employing concern as owner, manager, superintendent, or partner shall perform any manual electrical work.

**Section 2.12.** Employers shall not loan their employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skills are not

available through the Referral Procedure.

Section 2.13. No applicant or employee, while he remains subject to employment by Employers operating under this Agreement, shall be recognized as a contractor for the performance of any electrical work.

Section 2.14. Journeyman Lineman shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

**UNION RIGHT TO DISCIPLINE MEMBERS:**

Section 2.15. The Union reserves the right to discipline its members for violation of its laws, rules, and agreements.

**APPOINTMENT OF STEWARDS:**

Section 2.16. The Union has the right to appoint Stewards at any shop and/or any job where workers are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at the shop or on the job. No Steward shall be discriminated against by any Employer because of the faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union.

**UNION JOB ACCESS:**

Section 2.17. A representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement.

**PICKET LANGUAGE:**

Section 2.18(a). It shall not be a violation of this Agreement and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee for an employee to refuse to cross a

lawfully established primary picket line whether at the premises of another Employer or the employee's own Employer.

(b). Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for by the Employer.

Section 2.19. There shall be no limit on production of workers or restriction on the safe use of proper tools or equipment, and there shall be no taskwork or piecework.

**TOOL LIST:**

Section 2.20. Journeyman Linemen shall provide themselves with the following tools:

*(Note: This list is to be negotiated and mutually agreed upon by the local parties.)*

The Employer will furnish necessary locked storage to reasonably protect tools from the weather and vandalism and will replace such tools as listed above when tools are damaged on the job or stolen from the locked storage.

Section 2.21. The Employer shall furnish all other necessary tools or equipment. Workers will be held responsible for the tools or equipment issued to them, provided the Employer furnishes the necessary lockers, tool boxes, or other safe place of storage. Tools must be taken out and put away during working hours.

Section 2.22. The refusal by an individual employee to install, service, or perform work on any sign, fixture, or other equipment which does not bear an IBEW Union Label will not be cause for discipline or discharge of such employees by his Employer nor shall the Union be deemed to have breached this Agreement thereby.

**UNION SECURITY:**

Section 2.23. All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the

date of their employment or the effective date of this Agreement, whichever is later. *(Note: This clause is not applicable where prohibited by law.)*

**AGE-RATIO:**

**Section 2.24. On all jobs requiring five or more Journeymen, at least every fifth Journeyman, if available, shall be 50 years of age or older.**

**ANNULMENT/SUBCONTRACTING:**

**Section 2.25. The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.**

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

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

**ARTICLE III**  
**HOURS/WAGES/WORKING CONDITIONS**

**HOURS: (WORKDAY/WORKWEEK)**

Section 3.01(a). Eight hours work between the hours of 8 a.m. and 4:30 p.m., with 30 minutes for a lunch period between noon and 12:30 p.m. shall constitute the workday. Five such days, Monday through Friday, shall constitute the workweek. The normal workday may be varied by no more than two hours by mutual agreement between the Union and the Employer.

**FOUR 10-HOUR DAYS:** *(Optional) (Note: This is the standard language utilized in CIR decisions. Alternative language may be negotiated and agreed upon.)*

**Section 3.01(b). The Employer, with 24-hour prior notice to the Union, may institute a workweek consisting of four consecutive 10-hour days between the hours of 7 a.m. and 6 p.m., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight hours must be scheduled. After 10 hours in a workday, or 40 hours in a workweek, overtime shall be paid at a rate of 1 ½ times the regular rate of pay.**

**OVERTIME/HOLIDAYS:**

Section 3.02. All work performed outside of the stated hours and on Saturdays will be paid at time and one-half of the regular straight-time rate. Sundays and the following holidays shall be paid at double the straight-time rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, \_\_\_\_\_, or days celebrated as such.

Section 3.03. No work shall be performed on Labor Day, except in case of emergency.

**PAYDAY:**

Section 3.04(a). Wages shall be paid weekly in cash or by payroll check on a local bank not later than quitting time on Friday and not more than three days wages may be withheld at that time. Any worker laid off or discharged shall be paid his wages immediately. In the event he is not paid off, as provided

above, waiting time at the appropriate rate shall be charged until payment is made. The Employer will either pay the workman at the jobsite during regular working hours or allow him sufficient time during regular working hours to report to the shop to receive his pay.

**DIRECT DEPOSIT:** *(Optional)*

*Note: Alternative language may be negotiated and agreed upon at the local level.*

**Section 3.04(b).** Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union.

**CLASSIFICATIONS/WAGES:**

**Section 3.05(a).** The minimum hourly rate of wages shall be as follows:

<b>JOURNEYMAN LINEMAN</b>	<b>\$ _____</b>
<b>JOURNEYMAN TECHNICIAN</b>	<b>100 % OF JOURNEYMAN LINEMAN RATE</b>
<b>FOREMAN</b>	
<b>GENERAL FOREMAN</b>	
<b>*HEAVY EQUIPMENT OPERATOR</b>	
<b>TRUCK EQUIPMENT OPERATOR</b>	
<b>GROUNDMAN</b>	

Note: The differential for other classifications, such as Foreman, may be expressed as either a percentage of the Journeyman rate or as a specific monetary amount.

**\* Optional**

**APPRENTICE LINEMAN** Refer to Outside Area and Training Provision, Article V  
Apprenticeship wages shall be divided into seven (7) 1000 hour periods

<b>1ST PERIOD</b>	<b>_____ % of Journeyman Lineman Rate</b>
<b>2ND PERIOD</b>	<b>_____ % of Journeyman Lineman Rate</b>
<b>3RD PERIOD</b>	<b>_____ % of Journeyman Lineman Rate</b>
<b>4TH PERIOD</b>	<b>_____ % of Journeyman Lineman Rate</b>
<b>5TH PERIOD</b>	<b>_____ % of Journeyman Lineman Rate</b>
<b>6TH PERIOD</b>	<b>_____ % of Journeyman Lineman Rate</b>
<b>7TH PERIOD</b>	<b>_____ % of Journeyman Lineman Rate</b>



**FRINGES:**

Section 3.05(b). In addition to the above hourly rates, payments shall be made as follows:

1. NEBF 3% of gross labor payroll (Reference Section 6.01)
2. Health & Welfare Fund (*Alternative: Employee (or) Family Medical Care*)
3. Vacation Fund **Note: Fringes may be expressed as either**
4. Industry Fund **percent of the gross monthly payroll (or)**
5. NEAP **cents per hour for each hour worked or cents per hour for each hour paid.**
6. Local Union Pension
7. Supplemental Unemployment Benefit
8. Apprenticeship & Training
9. NLMCC 1 cent per labor hour worked (Reference Article IX)
10. National Electrical 401k Plan - (If negotiated between the two parties)

**TRAVEL TIME:**

Section 3.06(a). Employees shall report to headquarters ready for work at 8 a.m. and the Employer agrees to pay employees for time elapsed between 8 a.m. and the time at which they are returned to headquarters, not including the intermission for lunch.

(b). The Employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, traveling time, room and board, and all other necessary expenses.

(c). The Employer shall set up headquarters in the nearest town to the job. On substation work the headquarters shall be the substation site. A suitable place to eat and change clothes shall be provided by the Employer. It shall be heated in the winter and large enough to accommodate employees and their tools.

(d). When an employee is transferred to new headquarters, before five normal workdays have elapsed

after establishing their former headquarters, the Employer will reimburse the employee the amount of \$\_\_\_\_\_ per day for the first day and like amount for each day or portion of day thereafter short of the five normal workdays, in addition to the payment to compensate for additional expenses incurred.

Section 3.07. When the employee is required to report to a job and required to change jobs during regular work hours, the Employer shall pay for traveling time and furnish transportation.

Section 3.08. The Employer, for the convenience of and at the option of the Employer, will furnish a truck leaving the job at noon for the purpose of transporting men to a locality where hot lunches can be obtained and returning the men to the job by 12:30 p.m., or furnish adequate refrigeration such as ice chests for lunches in the summer and adequate heat in the winter. It is agreed that the Company will not be required to pay the Truck Driver additional time or wages for transporting men to and from this locality.

#### **UNION DUES DEDUCTION:**

Section 3.09. **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.**

#### **RATIO OF FOREMEN TO JOURNEYMEN:**

Section 3.10(a). On any job requiring two or more Journeymen, one shall be designated as Foreman by the Employer. An additional Foreman shall be designated by the Employer for each additional eight employees required on the job. When two or more Foremen are required on any job, one shall be designated by the Employer as the General Foreman. Foremen on one job shall not work on another job except in cases of emergency.

(b). Each crew shall be limited to 10 men, not including the Foreman. However, it is realized that pole-setting and wire-stringing crews for transmission (33 KV and over) may require more workers per Foreman; and, in such cases, the maximum size of the crew shall be

mutually agreed upon by the Employer and the Business Manager of the Union. Foremen shall be established on a ratio of one Foreman for every 10 men.

**SHOW-UP PAY:**

Section 3.11(a). When workers report to the shop or job and are not put to work due to conditions beyond the control of the workers, they shall receive two hours' pay. Workers may be required to remain at the jobsite for the hours paid.

(b). When an applicant for employment is referred to an Employer and is rejected for employment, such applicant shall be reimbursed for expenses incurred in reporting to said Employer in an amount equal to two hours' pay at the prevailing rate as provided for in this Agreement.

(c). When workmen report and are put to work, they shall receive pay for a minimum of four hours and shall remain on the job unless directed otherwise by the Employer.

**SHIFT WORK:**

**Section 3.12. 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.

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**SHIFT CLAUSE:** *(Alternate Language #1)*

*Note: This Alternate Language may be agreed upon by both parties, placed in the agreement verbatim, and is to be used in lieu of, not in conjunction with, the Standard IBEW/NECA Shift Work Language.*

**Section 3.12.** When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

The Employer shall 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.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift

(graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any 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.

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**SHIFT CLAUSE:** *(Alternate Language #2)*

*Note: This alternate language is to be used where a reduced premium is necessary within the "Standard" format.*

**Section 3.12.** 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 \_\_\_\_\_ (an amount to be determined locally, not to exceed 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 \_\_\_\_\_ (an amount to be determined locally, not to exceed 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.

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**SHIFT CLAUSE:** *(Alternate Language #3)*

*Note: This alternate language is to be used where a reduced premium is needed within the "Alternate" format.*

**Section 3.12.** When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus \_\_\_\_\_ (an amount to be determined locally, not to exceed 17.3%) for all hours worked.

**The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus \_\_\_\_\_ (an amount to be determined locally, not to exceed 31.4%) for all hours worked.**

**The Employer shall 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.**

**If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.**

**An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any 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.**

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Section 3.13. The Employer agrees to provide a suitable place on the job for the storage of workers' tools and clothes. Heat will be provided when needed. In case of fire on the job, the Employer shall settle all fire loss for the benefit of himself and his employees. Employees required to work outside in

rainy weather (only in case of emergency) will be furnished rain gear by the Employer. The Employer's job headquarters on every project must have a completely equipped Class A First Aid Kit at all times.

Section 3.14. The Employer shall notify the Union 48 hours in advance of any layoff, whenever possible. Saturdays, Sundays, and holidays are not included.

Section 3.15. All employees who are to be laid off shall have at least two hours notice and be paid in full. The Steward or Business Manager shall be given similar notice of all layoffs.

Section 3.16. When transporting men, the Employer agrees to furnish enclosed trucks with suitable protection from inclement weather and to provide heat when weather conditions require.

Section 3.17. Employees required to work six consecutive hours shall be furnished a meal, and an additional meal shall be furnished at the end of the next subsequent six consecutive hours and at the end of each subsequent four consecutive hours of work thereafter. Pay at the applicable rate shall continue through such meal periods. Time or pay in lieu of such meals will not be permitted.

When employees are released at the time they are entitled to a meal, they shall be furnished a meal and receive one hour of pay at the applicable rate. The Foreman shall submit an original or copy of a receipt signed by the employee for each meal. The price range of such meals is to be within reasonable limits.

Section 3.18(a). Truck Drivers and Equipment Operators shall report to headquarters 30 minutes before scheduled crew starting time to look after and care for their equipment and, after returning to headquarters, they shall see that the trucks and equipment are properly locked and everything is cared for. They shall be paid at the applicable rate for the actual time worked. This time shall not apply to meal periods as provided for in Section 3.18 herein.

(b). Inclement weather clause shall not apply to Ground men, Truck Drivers, or Equipment Operators on truck or equipment preparation time unless extreme adverse weather conditions are prevalent.



**COPE DEDUCTION:**

Section 3.19. The Employer agrees to deduct and transmit to IBEW/COPE an amount of \$\_\_\_\_\_ from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by IBEW/COPE.

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

Section 3.20. On days on which national or state elections are held, all workers covered by this Agreement who are eligible to vote shall be granted two hours time off to vote with pay between the hours of 2:30 p.m. and 4:30 p.m. This will not be applicable when reporting time is paid. In case of emergency, the Employer will be given the option to change the aforesaid hours in order to man the work.

**ARTICLE IV**  
**REFERRAL PROCEDURE**

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

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

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

**Section 4.04.** The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

**Section 4.05.** The Union shall maintain a register of applicants for employment established on the basis of the 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.

*Note: The reference to electronically registered and electronically notified shall be done via the ERTS system already in place. Group I would start at the member's home local. When a member request Group I status in a new local the Business Manager of that new local would verify that the member*

*meets the requirements as stated in the Category I language (no change). Notice would be sent to the new local ERTS administrator by the Business Manager, to enter the member as Group I in the new local. ERTS would then send notice to the former local and the member would sign off saying that he desired to move his Group I status and doing so voluntarily request removal from his former place on Group I at the former Group I local. The Business Manager shall notify the employer of an employee whose group status changes under this provision.*

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**GROUP I (ALTERNATE LANGUAGE)**

*Note: The following is the only approvable option to Category I - Group I - Referral Procedure language: Groups II, III, and IV are unchanged.*

**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 six (6) months in the last three and one-half (3-1/2) years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status

**in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.**

*Note: The reference to electronically registered and electronically notified shall be done via the ERTS system already in place. Group I would start at the member's home local. When a member request Group I status in a new local the Business Manager of that new local would verify that the member meets the requirements as stated in the Category I language (no change). Notice would be sent to the new local ERTS administrator by the Business Manager, to enter the member as Group I in the new local. ERTS would then send notice to the former local and the member would sign off saying that he desired to move his Group I status and doing so voluntarily request removal from his former place on Group I at the former Group I local. The Business Manager shall notify the employer of an employee whose group status changes under this provision.*

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

**GROUP III.** All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have

been employed in the normal construction labor market area for at least six (6) months in the last two and one-half (2 1/2) years in the geographical area covered by the collective bargaining agreement.

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

### **CLASSIFICATION B**

#### **HEAVY EQUIPMENT OPERATOR \*(Optional)**

**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.

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#### **GROUP I (ALTERNATE LANGUAGE)**

*Note: The following is the only approvable option to Category I - Group I - Referral Procedure language: Groups II, III, and IV are unchanged.*

**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, and who have been employed in the normal construction labor market area for a period of at least six (6) months 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.

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**GROUP I (ALTERNATE LANGUAGE)**

*Note: The following is the only approvable option to Category I - Group I - Referral Procedure language: Groups II, III, and IV are unchanged.*

**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 normal construction labor market area for a period of at least six months in the last four years in the geographical area covered by the collective bargaining agreement.

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

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

**GROUP IV.** All other applicants for employment.

**Section 4.06.** If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

**Section 4.07.** The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

**Section 4.08.** "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:\_\_\_\_\_



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

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

**Section 4.11.** The Union shall maintain an "Out of Work List" (*Alternative: Available for Work List*) which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

**RE-REGISTRATION:**

*Note: This Category II language is to be utilized when a Local Union wants a provision for applicants to re-register every 30 days.*

**Section 4.12.** An applicant who has registered on the "Out of Work List" (*Alternative: Available for Work List*) must renew his application every 30 days or his name will be removed from the list.

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

**Group.**

**Section 4.14(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" (*Alternative: Available for Work List*) and then referring applicants in the same manner successively from the "Out of Work List" (*Alternative: Available for Work List*) in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

***REPEATED DISCHARGE:***

**Section 4.14(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. *\*The parties may extend this time period up to a maximum of two weeks if necessary.* (Note: Italicized is optional and must be negotiated locally.)

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

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

(b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all

names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

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

**Section 4.17.** It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

**Section 4.18.** A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

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

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

#### **REVERSE LAYOFF:**

*Note: This Category II language provides that employees be laid off from the highest Referral Group first, then the next group follows. Group I applicants would be laid off last.*

**Section 4.21.** When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

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

(b). Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15(a) is required.

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

**Worker Recall:** (*Optional Language*)

*“This is Optional Language that is approvable by the IBEW and recommended by NECA for use when the local parties agree to adopt a “Journeyman Recall” provision in their local agreement. Where adopted locally, this language will eliminate furloughs. To be approved, any language must include the following provisions:*

- 1) *Recall applies only to individuals who have actually worked for the employer,*
- 2) *The affected employee must be on the referral book or, if a classification other than journeyman, such as CW/CE, available for assignment,*
- 3) *The recall provision will apply to the immediate past employer and/or any previous employer that the individual is eligible for unemployment benefits chargeable to that employer, and*
- 4) *The recall period cannot exceed the period of time for which an individual is eligible for unemployment benefits chargeable to that employer. NOTE: This time period may vary by state.*
- 5) *The recall provision cannot include apprentices.*

**Section 4.22. An employer shall have the right to recall for employment any former employee that the employer has laid off, provided that:**

**The former employee is in the highest level Group on the referral list containing applicants available for work, regardless of the individual’s position on the list; or, if the former employee is a CW/CE, he or she is available for assignment regardless of the individual’s position on the list;**

*(NOTE: The local parties may designate a classification other than CW/CE if appropriate under the particular agreement.)*

**The recall is made within 30 days from the time of layoff;**

*(NOTE: The local parties may negotiate a shorter or longer period of recall, provided the recall period does not exceed the standard eligibility period for receiving unemployment benefits in their state.)*

**The former employee has not quit his most recent employer under this agreement within the two weeks prior to the recall request;**

*(NOTE: The parties may adopt a different time frame.)*

**And the former employee is not an apprentice.”**

**ARTICLE V**  
**STANDARD OUTSIDE APPRENTICESHIP & TRAINING LANGUAGE**

**Section 5.01.** The Area Training Agreement entered into between the \_\_\_\_\_  
\_\_\_\_\_ Chapter of NECA, and IBEW local union number \_\_\_\_\_ as  
approved by the International President on \_\_\_\_\_ (*date*), 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 (*\_\_\_\_\_ percent of the gross monthly labor  
payroll*)(*or*)(*\_\_\_\_\_ cents per hour for each hour worked or cents per hour for each hour  
paid*). Apprentices' wages and ratio of apprentice to Journeymen are specified in the Area  
Training Agreement.

**ARTICLE VI**  
**FRINGE BENEFITS**

**NEBF:**

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

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

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

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

**HEALTH AND WELFARE: (Alternative: EMPLOYEE – or – FAMILY MEDICAL CARE)**

**Section 6.02. The individual Employer shall contribute and forward monthly to the Local Union \_\_\_\_\_ Health and Welfare Trust Fund an amount equal to ( \_\_\_\_\_ % of his gross monthly**

*labor payroll) (or ) ( \_\_\_\_\_ cents for each hour \_\_\_\_\_ )\** which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than 15 calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Health and Welfare Agreement and Trust. ***Note: \*Use either a percentage of gross monthly labor payroll or cents per hour for each hour worked or cents per hour for each hour paid.***

#### **VACATION:**

Section 6.03. The individual Employer shall contribute and forward monthly to the Local Union \_\_\_\_\_ Vacation Trust Fund an amount equal to ( \_\_\_\_\_% of his gross monthly labor payroll) (or) ( \_\_\_\_\_ cents for each hour \_\_\_\_\_ )\* which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than 15 calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Vacation Agreement and Trust. ***Note: \*Use either a percentage of gross monthly labor payroll or cents per hour for each hour worked or cents per hour for each hour paid.***

#### **DEFAULT ON REQUIRED PAYMENTS:**

Section 6.04. Individual Employers who fail to remit as provided in Sections 6.02 and 6.03 shall be additionally subject to having this Agreement terminated upon 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 made.

#### **NATIONAL ELECTRICAL ANNUITY PLAN (NEAP): (Optional Language)**

*Note: Adoption of NEAP is subject to local negotiations and agreement. If the following fund is utilized, this language must be verbatim.*

*(Note: Regarding contributions; Use the first phrase if the contribution amount is the same for all bargaining unit employees and use the other two phrases if the contribution amount differs by classification. If the contribution amounts differ, either list the classifications and contribution amounts below or refer to the section of the Pattern Agreement Guide where NEAP is listed (Article 3.05B).*

**Section 6.05. It is agreed that in accord with the IBEW–District Ten–NECA Individual Equity**



Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan (NEAP), the individual employer will forward monthly to NEAP's designated collection agent (an amount equal to \_\_\_\_\_) (or) (the amount set forth below) (or) (the amount set forth in section \_\_\_\_\_) ( the contribution obligation) together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than 15 calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the National Electrical Annuity Plan Agreement and Trust.

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

The failure of an individual employer to comply with the applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall also constitute a breach of his labor agreement.

**SUPPLEMENTAL UNEMPLOYMENT BENEFIT:**

Section 6.06. The individual Employer shall contribute and forward monthly to the Local Union \_\_\_\_\_ Supplemental Unemployment Benefit Fund an amount equal to (\_\_\_\_\_% of his gross monthly labor payroll) (or) (\_\_\_\_\_cents for each hour \_\_\_\_\_)\* which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than 15 calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Supplemental Unemployment Benefit Agreement and Trust. *Note: \*Use either a*

*percentage of gross monthly labor payroll or cents per hour for each hour worked or cents per hour for each hour paid.*

**FRINGE BENEFIT REMEDIES:**

Section 6.07(a). The failure of an individual Employer to comply with the provisions of Sections 6.01 through 6.06 shall also constitute a breach of this labor agreement. As a remedy for such a violation, the Labor/Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contribution to such funds which have resulted from the violation.

(b). If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with Subsection (a) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus costs of the litigation which have resulted from the bringing of such court action.

**ADMINISTRATIVE MAINTENANCE/RECEIVING TRUST FUNDS: (STATEMENT)**

*Note: Funds of this nature come in many varied forms. As such, the IBEW has established the following criteria that **must** be met in order for such a fund to be approved.*

*Within the contract clause establishing the Administrative Maintenance/Receiving Trust Fund, the following needs to be clearly stated:*

- 1) the fund is to be administered solely by the Chapter or Employers;*
- 2) the fund may not be used in any manner detrimental to the Local Union or the IBEW; and,*
- 3) the enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the Chapter or Employers and not the Local Union.*

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

*Note: This Category I language is not required in non-NECA Bargaining Agreements. Employers who are not members of NECA are not participants in this Industry Fund per their Letter of Assent language.*

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

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

**2) One Hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.**

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

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

## **ARTICLE VIII**

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

*Note: The Local Union and NECA Chapter should consult legal counsel regarding the requirements for establishing and maintaining a local LMCC.*

**Section 8.01. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:**

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

**Section 8.02. The Fund shall function in accordance with, and as provided in, its**

Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03. Each employer shall contribute \_\_\_\_\_ . 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 \_\_\_\_\_ Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

## **ARTICLE IX**

### **NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)**

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

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

**Section 9.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.**

**Section 9.03. 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 \_\_\_\_\_ Line Chapter, NECA. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. \_\_\_\_\_ Line Chapter, NECA, or its designee, shall be the collection agent for this Fund.**

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

**Section 9.05. The 1 cent-per-hour contribution for the National LMCC is to be paid from the Local LMCC Fund. There will be no increase in the wage/fringe package for this contribution.**

**ARTICLE X**  
**SAFETY**

Section 10.01. There shall be a Joint Safety Committee consisting of three members representing the Chapter and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable federal or state laws. Such rules and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

Section 10.02. It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

Section 10.03. Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Chapter and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

Section 10.04. Neither the Union, nor any member of the Committee, nor any employee representative performing safety- or health-related functions under this Agreement shall be liable to any Employer, to any employee, or to any other person for any act or failure to act in the capacity of an employee representative or committee member.

Section 10.05. Two Journeymen shall work together on all energized circuits of 440 volts AC or 250 Volts DC or respective higher voltages. Journeymen shall be used in assisting Cable Splicers.



Section 10.06. Cable Splicers shall not be required to work on wires or cables when the difference in potentials is over 200 Volts between any two conductors or between any conductor or ground unless assisted by one Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 480 Volts.

Section 10.07. No employees shall be compelled to use a powder-actuated tool. Only qualified employees shall be permitted to use powder-actuated tools.

Section 10.08. The Employer shall furnish all safety equipment, including hard hats and steel-toed shoes when such are required and shall also furnish proper individual protective gear to workers engaged in burning and welding operations.

Section 10.09. The safe work practices that are in effect on utility company property that are more stringent than those in this Agreement shall apply to work performed on that property under the terms of this Agreement.

**EMPLOYER'S RESPONSIBILITY:**

**Section 10.10. It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.**

**ARTICLE XI**  
**SUBSTANCE ABUSE**

*Note: The following language is the **only** language to be included in the Collective Bargaining Agreement, verbatim, regarding Substance Abuse.*

**Section 11.01. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.**

**ARTICLE XII**  
**CODE OF EXCELLENCE**

*Note: The following language is the **only** language to be included in the Collective Bargaining Agreement, verbatim, regarding the Code of Excellence. Details of the local Code of Excellence program are to be maintained in a separate document.*

**Section 12.01. 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 XIII**  
**NATIONAL ELECTRICAL 401K PLAN**

*(Note: The following language is optional and must be negotiated locally. If utilized, must be verbatim.)*

**Section 13.01** . It is agreed that the individual Employer, in accord with the National Electrical 401(k) Plan Agreement and Trust (“Agreement and Trust”) as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers, as amended, will participate in the National Electrical 401(k) Plan (“NEFP”).

The individual Employer recognizes that applicable rules require contributions to be transmitted to a 401(k) plan as soon as they can reasonably be segregated from the general assets of the employer. The Trustees of the NEFP strongly encourage all contributing employers to regularly remit to the NEFP or its designee any and all bargaining unit employee elective deferrals within seven business days of the date when the Employer receives or withholds such employee elective deferrals. However, in recognition that some employers may be unable reasonably to segregate participant contributions from their general assets more frequently than the standard monthly processing cycle for participant contributions to pension plans, as noted in U.S. Department of Labor Field Assistance Bulletin 2003-2, all contributions must be remitted by the fifteenth (15<sup>th</sup>) of the month following the month in which the amounts would otherwise have been payable to the participant. In all events, contributions not remitted by this date shall constitute a debt due and owing to the NEFP. In making such contributions, the individual Employer shall utilize the NEFP’s electronic remittance system. Further, in agreeing to participate in the NEFP, the individual Employer agrees to cooperate with the NEFP by submitting all reasonably requested documents and information necessary for the NEFP to perform all required testing of the NEFP under the tax laws.

The Chapter and/or the individual Employer, as the case may be, and the Local Union certify that no existing defined benefit plan was terminated or modified in any manner solely as a condition upon or as a result of the adoption of the NEFP. This provision does not interfere with the rights and obligations of such local plan(s)’ trustees to make changes to the plan(s) pursuant to the needs of the plan(s), their fiduciary duty, and the requirements of ERISA, the Pension Protection Act, or

other laws and regulations.

Inasmuch as the NEFP is intended to offer bargaining unit employees the opportunity to defer current salary into a retirement savings plan and not to replace any existing employer-funded defined benefit plan, no employer contributions will be required or accepted on behalf of individuals for hours worked under the terms of this agreement.

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

An individual Employer who fails to remit employee elective deferrals as provided above shall be subject, in addition to all remedies afforded by law or in the Agreement and Trust, to having its participating in the NEFP suspended or terminated at the discretion of the Trustees of the NEFP upon written notice to the individual Employer. An individual Employer who fails to remit as provided above shall be additionally subject to having this 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 Agreement and Trust shall also constitute a breach of his labor agreement.

**SEPARABILITY CLAUSE**

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

**GENDER LANGUAGE**

Whenever the male gender is used in this Agreement, the female gender is also intended.

**SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW®**

**SIGNED:**

**(NAME OF CHAPTER)**

\_\_\_\_\_

**BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**SIGNED:**

**LOCAL UNION \_\_\_\_\_, IBEW®**

**BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_