

8113

2,300 workers

INSIDE CONSTRUCTION AGREEMENT

between

LOCAL UNION #357 I.B.E.W.

and

**SOUTHERN NEVADA
CHAPTER
N.E.C.A.**



Effective:

**June 1, 2003
through
May 31, 2006**

INSIDE CONSTRUCTION AGREEMENT

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INSIDE CONSTRUCTION AGREEMENT

Agreement by and between the Southern Nevada Chapter of the National Electrical Contractors Association, Inc., and Local Union 357, International Brotherhood of Electrical Workers. 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 Southern Nevada Chapter of the National Electrical Contractors Association, Inc., and term "Union" shall mean Local Union 357, International Brotherhood of Electrical Workers. 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 the industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1

Effective Date – Changes – Grievances – Disputes

Section 1.01

This Agreement shall take effect June 1, 2003, and shall remain in effect until May 31, 2006, unless otherwise specifically provided for herein. It shall continue in effect from year to year, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

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 ninety (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.

Section 1.05

There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (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 representatives of each of the parties to this Agreement. In the event that these two (2) are unable to adjust any matter within forty-eight (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 (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08

Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical

Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09

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

ARTICLE 2

Employers Rights-Union Rights

Section 2.01

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

Section 2.02

The Employer recognizes the Union as the sole col-

lective bargaining agency between itself and employees covered under the scope of this Agreement.

Section 2.03

Members of the IBEW, except those meeting the requirements of an "Employer" as defined herein, shall not contract for any electrical work. Person or persons taking out licenses as contractors shall not be allowed to work back and forth as contractor or journeyman as the occasion arises.

Section 2.04

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 shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.05

Certain qualifications, knowledge, experience, and 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, a suitable financial status to meet payroll requirements and, where required, must be in possession of a valid Nevada State License as an electrical contractor, and employ at least one (1) journeyman regularly.

Section 2.06

For all employees covered by this Agreement, the Employer shall carry Workman's Compensation Insurance with a company authorized to do business in this state, and shall furnish satisfactory proof of such to the Union; he shall also make contributions to the Nevada Unemployment Compensation Commission.

Section 2.07

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

Section 2.08

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.

Section 2.09

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 2.10

The Employer shall not work with the tools (except

in emergency cases to protect life and property) or be personally employed except in a supervisory or managing capacity, except that employers continuously employing three (3) or less journeymen may do small jobs necessary for the efficient operation of the business.

Section 2.11

The Employer shall not loan or cause to be loaned the workmen in his employ to any other employer without first securing permission of the Union and then only when applicants possessing the required skills are not available under the referral procedure.

Section 2.12

The Union shall have the right to appoint a steward at any shop or job where workmen are employed under the terms of this Agreement. At any time on any one project the Employer and the Union through written mutual consent may choose to have additional stewards appointed. If a second steward has not been previously agreed by written mutual consent, the Union shall have the right to appoint an additional steward without written mutual consent after 125 workmen, as described above, are so employed. 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 enforced. Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement. An additional working steward shall be appointed for each one hundred and twenty-five (125) workmen thereafter.

Steward Qualifications

- (a) The Union will appoint only individuals who meet minimal or greater qualifications and certifications as required to serve as a steward. Qualifications shall include: Demonstrated understanding of the Inside Construction Agreement, effective communication and conflict resolution skills.
- (b) The steward will notify his immediate supervisor of the duties that would cause him to be away from his assigned work before he performs said duties provided the said supervisor is immediately available and on the job. No steward will interfere with the work of any other employer.
- (c) A steward will not be laid off or fired (except for a gross misconduct such as intoxication or drinking of intoxicating beverages, fighting or stealing, on the job) until the matter has first been discussed with the Union. If no agreement is reached within twenty-four (24) hours, the matter will then be referred to the Business Manager and the Chapter Manager, and in the event they cannot agree within an additional twenty-four (24) hours, either party may then request a hearing before the Labor Management Committee. It is understood that the steward will be comparable to other workmen on the job and will not have preference over regular foremen in the reduction of force.
- (d) The steward's appointment will become effective upon notification in writing to the individual employer and the chapter office.

- (e) No steward will be authorized to cause a stoppage of work on any job and in the event he is unable to adjust any matter, the Business Manager of the Local Union will be notified immediately.

Section 2.13

The representatives of the Union shall be allowed access to any shop or job where workmen are employed under the terms of this Agreement provided there be no interference with any work begin performed. When practical, the Business Manager or representative will notify the Employer's supervision on the site prior to meeting with the employees. The Employer shall be notified in advance of any jurisdictional meeting at the job site.

Section 2.14

No complaint dispute or grievance shall be considered unless written notice is delivered by the aggrieved party to the Union and Chapter within fifteen (15) regular working days from the date on which the alleged complaint, dispute or grievance first occurred except in cases involving fringe benefit payments.

Section 2.15

No employee, or members of the Union or their agents shall give or accept, directly or indirectly, any rebate of wages. Any Employer found violating this provision shall be subject to having his agreement terminated upon written notice thereof being given by the Union.

Section 2.16

The policy of this Local Union and its members is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hours and working conditions, by their fellow members of the International Brotherhood of Electrical Workers.

Section 2.17

The Local Union is part of the International Brotherhood of Electrical Workers, and any violations or annulment by an individual employer of the approved agreement of this or any other Local Union of the IBEW, other than violations of Section 2.18 of this Article, 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.

Section 2.18

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.

Section 2.19

All charges of violations of Section 2.18 of this Article 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.

Section 2.20 – Substance Abuse Policy

The dangers and cost which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the Employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the Employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

Section 2.21(a) – Labor Management Cooperation Committee

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.

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.

Each Employer shall contribute eight cents (\$.08) per hour, (by payroll deduction, four cents (\$.04) from the employer, four cents (\$.04) from the employee). 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 Southern Nevada Chapter, NECA, or its designee, shall be the collection agent for this Fund.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a

part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

Section 2.21(b) - National Labor Management Cooperation Committee

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

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development,

and promote the general welfare of the community and 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.

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.

Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the

Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Southern Nevada Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

Section 2.22

All signatory contractors shall complete State and Federal Davis-Bacon Prevailing Wage Survey forms and file them with both the governing body and the LMCC office by the due date. Those contractors not complying with these requirements will be in violation of this agreement and will be subject to a two thousand five hundred dollar fine (\$2,500.00) fine payable to the LMCC.

Section 2.23

It is agreed that the transfer of employees to differ-

ent shifts shall be by mutual consent of the Employer and employee. Employees not wishing to transfer to a different shift or job, due to a mutually agreed hardship, shall receive a reduction in force.

Section 2.24

Employees and applicants for employment shall comply with the Substance Abuse Policy established by the parties to this Agreement. Any disputes regarding an interpretation of this Substance Abuse Policy shall be handled in accordance with Article 1 of this Agreement. Where such testing is effected, the Employer shall pay for the required test and shall compensate each employee for one (1) hour's wages. If the employee's test result is not negative the employee will not be paid the one (1) hour for taking the drug test, the Employer agrees to pay only the hours spent in orientation and actual time worked.

The Chapter and the Union agree to negotiate an updated Substance Abuse Policy. Should the parties be unable to reach full agreement by July 20, 2003, the parties agree that all outstanding issues should be submitted to Council under Article 1.

It is also understood that random testing will not be part of this Agreement.

ARTICLE 3 **Referral Procedure**

Section 3.01

In the interest of maintaining an efficient system of production in the industry, providing for an orderly pro-

cedure of referral applicants for employment, preserving that legitimate interest of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 3.02

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

Section 3.03

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

Section 3.04

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

Section 3.05

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

GROUP I

All applicants for employment who have four (4) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a journeyman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a journeyman wireman by any Inside 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 four (4) years in the geographical area covered by the collective bargaining agreement.

GROUP II

All applicants for employment who have four or more years' experience in the trade and who have passed a journeyman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a journeyman wireman by an Inside Joint Apprenticeship and training Committee.

GROUP III

All applicants for employment who have two (2) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed 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 (1) year.

Section 3.06

If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturday, 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 3.07

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 3.08

"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: Clark and Lincoln Counties and that portion of Nye County south the Mt. Diablo Base Line, State of Nevada.

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 3.09

“Resident” means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) 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 3.10

“Examination” - 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 Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) years’ experience in the trade.

Section 3.11

The Union shall maintain an “out of work list” which shall list the applicants within each group in chronological order of the dates they register their availability for employment.

Section 3.12

An applicant who is hired and who receives, through no fault of his own, work of forty hours or less

shall, upon re-registration be restored to his appropriate place within his group.

Section 3.13

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 order of their places on the "out of work list" and then referring applicants in the same manner successively from the "out of work list" in Group II, then Group III and 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 the group.

Section 3.14

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

- (a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b) If the age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age, 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 coverage reference can be made.

Section 3.15

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

Section 3.16

It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 3.01 through 3.14 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decision shall be in accord with this Agreement.

Section 3.17

A representative of the Employer or of the association, as the case may be, designated to the Union in writing, shall be permitted to inspect the referral procedure records at any time during normal business hours.

Section 3.18

A copy of the referral procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the office of the

employers who are parties to this Agreement.

Section 3.19

Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the agreement between the parties.

ARTICLE 4

Regular Work Week

Section 4.01

Eight (8) hours work, Monday through Friday, between the hours of 6:00 a.m. and 4:30 p.m., with thirty (30) minutes for lunch established between the fourth and fifth hour of the work day shall constitute a day's work. All work performed outside of the stated hours will be paid at the overtime rate.

- (a) Starting time adjustments shall be for no less than five (5) continuous working days at the shop or the job specified. Regular starting time established outside of the normal 7:00 a.m. will be made by providing written notification of requested changes to the IBEW Business Manager and the NECA Chapter Manager. In order to promote peaceful harmony on any job or project, the lunch period starting time can be changed by mutual consent.
- (b) Where required by the job conditions, the Employer may request a job site conference with the authorized representative of the Local Union and Southern Nevada Chapter of NECA to resolve the job site conditions. Should the authorized representative be unable to mutually agree to resolve the conditions,

they shall be referred to the procedure outlined in Article 1.

Section 4.02

Saturdays, Sundays and holidays will not be considered as regular work days.

Section 4.03

When an employee is required to work more than two (2) hours overtime after the regular work day or shift, a supplemental meal period of thirty (30) minutes will be established and at the completion of each six (6) hour period thereafter. If an employee works more than two (2) hours before the start of a regular work day or shift a fifteen (15) minute break will be established, this break is to be taken in the immediate work area. Employees released from work on or before a meal period will not be entitled to the meal provisions. Supplemental meal periods and the aforementioned fifteen (15) minute break are subject to variation so that continuous service may be maintained. On each occasion, the Employer may elect to purchase and furnish the meal to be eaten on the employees' own time or have the employee purchase the meal to be eaten on the Employer's time.

Section 4.04

No employee will be required to take time off from the regular work day or work week for overtime worked or to be worked, excepting to provide for eight (8) hour rest periods as provided for in Section 4.09 of this Article.

Section 4.05

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 (8) 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 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 requirements for a day shift when either the second or third shift is worked.

Section 4.06

Any four (4) hours overtime each day, either before and/or after the regular work day shall be paid at one and one-half times (1½x) the straight time hourly rate. All other overtime including Saturday, Sundays, and holidays shall be paid at double (2x) the straight time rate of pay.

Section 4.07

Intentionally left blank.

Section 4.08

When an employee works overtime four (4) hours or less immediately preceding his regular starting time, on regular work days or shifts, he shall be paid at the overtime rate only until his regular starting time. When an employee works in excess of four (4) hours, immediately preceding this regular starting time, or regular work days or shifts, he shall continue to be paid at the overtime rate beyond his regular starting time for a minimum of eight (8) hours work at which time he may be released from work for that day or shift or will continue

to be paid at the overtime rate until released.

As an example, an employee starting work at 2:00 a.m. whose regular starting time is 8:00 a.m. will be paid at the overtime rate until 10:00 a.m., at which time he may be released.

Section 4.09

When an employee works overtime after any day or shift, he will continue to be paid at the overtime rate of pay until he is granted an eight (8) hour rest period. The rest period may extend into the regular work day thereby postponing the time for an employee to return to work to complete the regular work day. Travel time is included as part of the rest period. The eight (8) hours rest period provisions does not apply to emergency call outs.

Section 4.10

In a sincere effort to further the best interests of the electrical industry, to stabilize the employment opportunities within the trade jurisdiction and to provide equal economic opportunities for all, employer and employee alike, it is mutually agreed that no construction work will be performed outside of the regular work week on family dwellings, except by prior notification to the Local Union of the specific hours to be worked and the names of the employees involved.

Section 4.11

The following days are recognized holidays:

New Year's Day

Martin Luther King Holiday*

Washington's Birthday (President's Day)
Memorial Day
Independence Day
Labor Day
Nevada Day*
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

- * Denotes that upon each of the member local unions belonging to the Southern Nevada Building Trades Council having initiated observance of this proposed holiday, the holiday will be recognized as part of the holidays observed by the parties to this Agreement.

If any of the above holidays should fall on Saturday, the preceding workday will be observed as the legal holiday. If any of the above holidays should fall on Sunday, the following workday will be considered the legal holiday. All work performed on the above holidays shall be paid at the double (2X) the straight time rate of pay.

An employee shall be allowed to observe Martin Luther King Day, and/or Nevada Day as a day off without pay or penalty provided the Employee notifies the Employer not less than forty-eight (48) hours prior to the day of observance and the Employer mutually agrees.

Section 4.12

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

Section 4.13

The minimum wage schedule shall be:

General Foreman:

Not less than twenty-two percent (22%) an hour differential above the journeyman's rate of pay.

Foreman:

Not less than eleven percent (11%) differential above the journeyman's rate of pay.

Journeyman Wireman:

Effective	Increase	Wages
06/01/03	\$.75*	\$29.10 (*allocated to H&W)
12/01/03	\$.50	\$29.60
06/01/04	\$.75	\$30.35
12/01/04	\$.75	\$31.10
06/01/05	\$.75	\$31.85
12/01/05	\$.75	\$32.60

Journeyman Technician:

Effective	Increase	Wages
06/01/03	\$.75*	\$29.10 (*allocated to H&W)
12/01/03	\$.50	\$29.60
06/01/04	\$.75	\$30.35
12/01/04	\$.75	\$31.10
06/01/05	\$.75	\$31.85
12/01/05	\$.75	\$32.60

Journeyman Cable Splicer:

Effective	Increase	Wages
06/01/03	\$.75*	\$29.43 (*allocated to H&W)
12/01/03	\$.50	\$29.93
06/01/04	\$.75	\$30.68
12/01/04	\$.75	\$31.43
06/01/05	\$.75	\$32.18
12/01/05	\$.75	\$32.93

A journeyman wireman when welding shall receive seventy-five cents (\$.75) per hour over the journeyman wireman rate of pay.

Apprentice shall be classified and accredited with time having been served according to the decision of and approved by the Joint Apprenticeship Committee.

Apprentices indentured after May 3, 1988 shall enter the program on the following progression:

1st 1000 hours	45%	of JW rate
2nd 1000 hours	50%	of JW rate
3rd 1500 hours	60%	of JW rate
4th 1500 hours	65%	of JW rate
5th 1500 hours	75%	of JW rate
6th 1500 hours	85%	of JW rate

Section 4.14 – Hazard Work Payment

- (a) All employees working on temporary staging, ladders, apparatus, devices and other structures that are not protected by a guardrail system that meets OSHA standards as specified in Subpart M of CFR 1926 and are within five (5) feet of a direct fall of

sixty (60) feet or more shall be paid an additional one-half ($\frac{1}{2}$) the straight time hourly rate of pay for all such work performed. The use of body harnesses, and/or nets, shall not circumvent the payment of hazard pay as referenced in this Article nor will their use require the payment of hazard pay.

- (b) Employees required by the Employer to wear both full protective clothing (coveralls, boots, gloves, caps, etc.) and a full face respirator shall receive ten percent (10%) above their rate of pay. Thirty (30) minutes or more of wearing both the clothing and respirator, mentioned above, will entitle the workman to a minimum of two (2) hours premium pay for that day. When the workmen are required to wear both the clothing and the respirator over two (2) hours, they shall be paid premium pay for the actual time both the clothing and the respirator are worn.

Section 4.15

Wages shall be paid weekly in cash or by payroll check not later than quitting time on Friday and not more than three (3) days wages may be withheld at that time. If a holiday falls on Friday, payday will be on the preceding work day.

Section 4.16

In the event the employee is not paid before the end of his regular eight (8) hour shift on his regular payday, the employee shall remain on waiting time at the straight time rate of pay until such pay is received. Such waiting time shall not exceed eight (8) hours per day.

Section 4.17

Any Employer delivering a check for wages without sufficient funds to cover said check shall be considered as not having paid his employee and the waiting time described herein shall begin at the end of the shift that such employee received the insufficient check.

Section 4.18

Any workman laid off or discharged by the employer shall be paid all his wages immediately; in the event that he is not paid off, waiting time at the regular rate shall be charged until payment is made. Such waiting time shall not exceed eight (8) hours per day.

Section 4.19

Any Employer delivering a check for wages or fringe benefits without sufficient funds to cover said check shall automatically be placed on a cash basis for all such payments.

Section 4.20

Any employee who resigns or quits his employment shall be paid the day on which he would have regularly been paid the wages or compensation; or seven (7) calendar days after he resigns or quits, whichever is earlier.

Section 4.21

Any workman being terminated for any reason will be given a "termination slip" clearly setting forth the reason for termination and eligibility for rehire. Termination slips will be furnished to the Employers by

the Union.

Section 4.22

Workmen to be laid off will be given sufficient advance notice, up to a maximum of thirty (30) minutes, to gather his personal belongings and get checked out.

Section 4.23

Any employee reporting for work and being laid off, having not been notified of a lay-off the previous day shall receive not less than two (2) hours wages. If the laid off employee performs any work on the job, the employee shall receive a minimum of four (4) hours wages for that day.

Section 4.24

Any employee called out on an emergency to perform work shall be paid from the time they leave their home and shall end when they return home. The travel time allowance provided for in the above shall be interpreted to mean a reasonable amount of time allowed for traveling from the employee's home to the job site and back.

- (a) Inclement weather. When workmen are directed to report to a job or project and do not start work due to weather conditions, they shall receive two (2) hours pay unless notified before the regular established work day. Workmen may be required to remain at the job site for the hours paid.
- (b) When men are directed to report to a job and do not

start work because work and/or materials are not available, they shall receive two (2) hours pay plus any applicable zone pay.

Section 4.25

All service work performed after the end of an eight (8) hour day until midnight for the first five (5) days of each week shall be one and one-half (1½x) times the regular rate of pay.

Employers performing service work may schedule two (2) journeymen per job (excluding emergencies which could require more than two (2) journeymen) to work Saturday at the time and one-half (1½x) rate for service work only.

From 12:00 midnight until the regular hour for starting the work day, the service rate shall be double (2x) the straight time rate of pay.

Journeymen shall not be required to take time off during the regular working day for the Saturday worked, or to be worked. The Employer agrees to schedule a minimum of four (4) hours at the time and one-half (1½) rate of journeymen so employed.

Section 4.26 – Referral Pay

Applicants who are referred by the Union to the Employer and are rejected shall receive one (1) hour's pay plus any applicable zone pay. The above will not apply if the Employer has previously notified the Union in writing that the applicant is not eligible for rehire.

Section 4.27

A foreman is an employee in charge of a crew and directing others.

A job foreman, shop foreman, job general foreman, shop general foreman, must be qualified as a journeyman in the particular branch of the trade in which he is employed.

A foreman or general foreman may not direct or supervise men on more than one (1) shift. However, this shall not prevent any employee from being held over from one (1) shift to another for the purpose of relaying information necessary to the continuity of the job.

Section 4.28

- (a) On any job requiring three (3) or more workmen, one shall be designated as foreman by the Employer. A foreman is a workman who may supervise a crew of ten (10) journeymen or fifteen (15) workmen including himself/herself.
- (b) On any job requiring more than ten (10) journeymen, an additional foreman is required.
- (c) No foreman shall give orders to or take orders from another foreman.
- (d) All foremen and general foremen shall have the classifications and qualifications of journeyman wireman.
- (e) On jobs having a foreman, workmen are not to take orders, or accept the layout of any job from anyone

except their foreman, except where an immediate decision is necessary.

- (f) No foreman of one job shall at the same time supervise work on another job. No foreman of one job shall be transferred to another job and displace a journeyman of that job on overtime.

Section 4.29

A general foreman is an employee in charge of a job and directing other foremen. A general foreman will be designated at such time as there is in excess of two (2) foremen under this Agreement on any job or project.

Section 4.30

- (a) In any shop employing up to fifteen (15) employees, one (1) of the journeymen may be designated as shop foreman. He shall be in charge of laying-out work and may directly supervise up to ten (10) journeyman and/or foremen provided that the aggregate total of the journeymen and/or foremen does not exceed a total of fifteen (15) employees.

In any shop employing more than fifteen (15) employees, one (1) journeyman may be designated as shop general foreman. The shop general foreman may supervise foremen, and he may supervise journeymen when they are on a job that does not include a foreman.

Except as provided above in this section, no foreman may direct another foreman.

- (b) The Employer shall have the right to call foremen

by name provided:

1. The employee has not quit his previous employer within the past two (2) weeks.
2. The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a foreman. Upon such request, the Business Manager shall refer said foreman provided the name appears on the highest priority group.
3. When an employee is called as a foreman, he must have worked for the Employer within the last six (6) months in this jurisdiction, also he must remain as a foreman for five hundred (500) hours or must receive a reduction in force. Only one (1) foreman may be called per job, off of Book 1 only.

Section 4.31

The Business Manager of the Union shall have the privilege of checking time books for Employers with respect to workmen employed under the terms of this Agreement when necessary.

Section 4.32

On all jobs requiring five (5) or more journeymen, at least every fifth (5th) journeyman, if available, shall be fifty (50) years of age or older.

Section 4.33

Journeymen shall provide themselves with the fol-

lowing tools only:

Knife, Pencil, Rule, Claw Hammer, Level (small), Screw Drivers (not over 8"), Center Punch or Scratch Awl. Keyhole Saw, Hacksaw Frame, Two (2) Crescents (one 12"), Plumbob, Tri-square, Chalk Line, Pliers (side cutter, diagonal, long-nose) current Code Book, Two (2) Channellock Pliers not to exceed size 430, Voltage Tester (coil type). Journeyman Cable Splicer shall furnish hand tools only.

Section 4.34

The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnished the necessary lockers, tool boxes or other safe places for storage.

Section 4.35

The Employer shall furnish a lockable place for the employees to leave their tools during the time that the employees are off the job or project. Where substantial evidence of loss by fire, vandalism or burglary, outside of regular working hours, of tools from the place provided by the Employer is established, the Employer will replace tools within seventy-two (72) hours. The Employer will be held responsible for all tools and replacement of tools shall not exceed Section 4.33.

Section 4.36

Workmen shall install all electrical work in a safe and workmanlike manner in accordance with applicable code .

Section 4.37

A journeyman shall be required to make correction on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and Union assumes responsibility for the enforcement of this provision; correction to be made only after a fair investigation by the Employer and the Business Manager of the Union.

Section 4.38 - Zone Pay

Any shop established for a period of one (1) year (such a shop with business phone, open to the public during normal work hours) in Boulder City, Henderson, Pahrump, North Las Vegas and Las Vegas, the employee will report to the shop free.

- (a) The area bound by a twenty-five (25) mile radius from the intersection of Main Street and Fremont Street in Las Vegas is hereby established as Free Zone.
- (b) The area bound by a fifty-five (55) mile radius from Main Street and Fremont Street shall receive one dollar and fifty cents (\$1.50) per hour at the straight time rate for Zone Pay.
- (c) The area outside of fifty-five (55) mile radius from Main Street and Fremont Street shall receive two dollars and fifty cents (\$2.50) per hour at the straight time rate for Zone Pay.

- (d) The area bound by one (1) mile on either side of I-15 from Main Street and Fremont Street, south to the California State Line and north to the Arizona State Line, shall be an established Free Zone.

Section 4.39

If on a regularly scheduled work day an employee is not permitted to work due to weather conditions or lack of materials or other causes beyond the employee's control, said employee shall, notwithstanding, be paid zone pay according to the zone to which he reports.

Section 4.40

Vehicles used for transporting men must be covered, have adequate seats, and shall observe established speed limits.

Section 4.41

Employees instructed to report to a job will not be requested or required to transfer to any other job during the course of the workday unless the Employer furnished the transportation and returns the men to the original job site by the normal quitting time.

Section 4.42

Carrying company tools or materials to or from the job is considered working. No employee shall carry company tools or materials outside of working hours except that designated employees may use company vehicles for their own transportation provided such use is not in connection with any work in progress.

Section 4.43

The employee will be responsible for furnishing his own mode of transportation to and from work. Employees shall report to the job site, at the points designated by the Employer, anywhere three (3) floors above or below ground level. Additional reporting sites, not included above, may be added with approval of the Business Manager.

Section 4.44

Workmen employed under the terms of this Agreement shall perform all electrical-electronic construction, installation or erection work and all electrical-electronic maintenance thereon, including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation of all electrical lighting, heating and power equipment.

On any electrical-electronic jobs, workmen shall install electrical-electronic work including electronic devices, electronic systems, and communication systems, with all related control wiring and devices, to and including a running test, and any related instrumentation work under the prevailing construction scale. This shall also include such work as; the welding, burning, brazing, bending, drilling, and shaping of all copper, aluminum, and/or other conductors, channel iron, I-Beams and brackets, including the-on-the-job handling of all electrical material and apparatus.

All work of joining, splicing, and insulating, and the placing of flame proof covering where wiped lead joints are necessary, shall be performed by cable splicers.

Journeyman only shall be used in assisting cable splicers. Cable splicers shall not be required to work on wires or cables where the difference in potential is over three hundred (300) volts between any two (2) conductors or between any conductor and ground, unless assisted by another journeyman. In no case shall cable splicers be required to work on energized cables carrying in excess of four hundred and forty (440) volts.

Section 4.45

Employers under the terms of this Agreement shall handle and install all electrical equipment, appliances, apparatus and materials furnished under the scope of the Employer's contract on the job or project. Any jurisdictional disputes shall be handled in accordance to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry including Procedural Rules and Regulations.

Section 4.46

On an energized circuit or equipment carrying 440 volts or over, as a safety measure, two (2) or more journeymen must work together, one standing by, wearing rubber gloves that have been tested in 60-day intervals.

In accordance with industry practice, the tagging, and/or locking out of any circuits or equipment shall be performed by the employee who is to work such circuits or equipment. The employee's supervisor shall also be responsible to know the locations where such equipment and circuits may be isolated.

Section 4.47

No workman shall use any automobiles in a manner detrimental to the best interests of other workmen nor shall any workman use his automobile to transport the Employer's tools or materials.

Section 4.48

Where pipe cutting and threading machines are used on the job, same shall be operated by a journeyman or under his immediate supervision.

Section 4.49

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 (4) bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two (2) bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice-President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 4.50

In order to be competitive in the market and to meet the special needs of Employers on particular jobs, the Union may provide special consideration to Employers who request such treatment and who demonstrate, to the Union's satisfaction, a specific marketing need with regard to a particular job. Any special terms, conditions, modifications, or amendments so provided by the Union, shall be implemented with regard to the particular job for which they were requested. To the extent feasible within time constraints, such special terms, conditions, modifications, or amendments shall be made available to all signatory Employers with regard to the particular job in question, but shall not constitute an action subject to the favored nations clause in the Agreement.

Section 4.51

It shall be the Employer's responsibility to see that adequate iced drinking water and cups are provided on all jobs. Containers shall be washed daily. The Business Manager and the Contractor shall determine when it is necessary. Carrying ice to a job in a company vehicle is not considered working.

Section 4.52

All vehicles operated by employees covered under the terms of this Agreement must have company identification signs not less than two hundred twenty-five (225) square inches each visible from the outside on both sides of the vehicles. Newly acquired vehicles will be so identified within fifteen (15) days. This identification does not apply to government furnished vehicles.

Section 4.53

Safety. There shall be a Joint Safety Committee consisting of three (3) members representing the Employer and three (3) 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 are 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.

- (a) It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.
- (b) 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.
- (c) Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one (1) Employer and one (1) 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.

ARTICLE 5

Apprenticeship and Training

Section 5.01

There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of eight (8) members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members four (4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

Section 5.02

All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they repre-

sent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC Committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 5.03

Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article One of this Agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04

There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this Agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee

member may or may not be a member of the JATC.

Section 5.05

The JATC may select and employ a part-time or full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's job description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06

To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one Employer to another. The Employer shall cooperate in providing apprentices with needed work experiences. The Local Union Referral Office shall be notified, in writing, of all job training assignments. If the Employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07

All apprentices shall enter the program through the JATC as provided for in the registered Apprenticeship Standards and Selection Procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union

referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in a related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at sometime in the future, but no sooner than two (2) years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5.08

The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture a total number of apprentices not to exceed a ratio of one (1) apprentice to three (3) Journeyman Wiremen normally employed under a collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct entry through organizing; as provided for in the registered apprenticeship standards.

Section 5.09

Though the JATC cannot guarantee any number of apprentices; if a qualified Employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If the JATC is unable to fill the request within ten (10) working days, and if the JATC has fewer indentured apprentices than permitted by its allowable ratio, they shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10

To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the Employer – agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage-and-hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introductions to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11

The Employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and uninden-

ured. Contributions to other benefit plans may be addressed in other sections of this Agreement.

Section 5.12

Each job site shall be allowed a ratio of one (1) apprentice for every three (3) Journeyman Wiremen or a fraction thereof as illustrated below.

One Journeyman	One Apprentice
Two Journeymen	Two Apprentices
Three Journeymen	Two Apprentices
Four Journeymen	Two Apprentices
Five Journeymen	Three Apprentices
Six Journeymen	Three Apprentices
Seven Journeymen	Three Apprentices
Eight Journeymen	Four Apprentices
Nine Journeymen	Four Apprentices
Ten Journeymen	Four Apprentices

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The Employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13

An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to

constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the Employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four (4) years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14

Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for a journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15

The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund

Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 5.16

All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local Apprenticeship and Training Trust Agreement. The current rate of contribution is fifteen cents (\$.15) per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE 6

Health and Welfare & Pension Fund

Section 6.01

- (a) The Inside Agreement between the IBEW Local 357 and the Southern Nevada Chapter NECA prescribe that all contributions to Trusts and Depositories must be received (not post-marked) by the 15th of the month following the month in which the work is performed. Each payment must be accompanied by reports in a form prescribed by the Trusts. Any payment

due which is not received in the office or depository of the Trust by the 15th of the month shall be considered delinquent.

Any Employer considered delinquent on the 30th calendar day in the month which the funds were due, may be issued a seventy-two (72) hour notice, by the Business Manager, that bargaining unit employees may be removed from all work and no further referrals will be made until all accounts are settled. This does not waive any other legal or contractual rights that the Union, NECA, or the Trust Fund Trustees may have with respect to delinquent reports and/or contributions.

This does not relieve any Employer from any responsibility outlined in any Agreement to which the firm is signatory.

- (b) 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 con-

stitute a debt due and owing to 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.

Section 6.02

Individual Employers who fail 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.

Section 6.03

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 this Agreement.

Section 6.04

Each signatory contractor shall contribute to the IBEW Local Union #357 Pension Trust Fund the sum of seven dollars and thirty cents (\$7.30) per hour on straight time, ten dollars and ninety-five cents (\$10.95) per hour on time and one-half, and fourteen dollars and sixty cents (\$14.60) per hour per man on all double time

hours paid by employees covered by this Agreement. Local Pension contributions for apprentices indentured on or after June 1, 1985, will be at the same percentage rate of journeyman wireman's contribution as the apprentice wage percentage of journeyman wireman's wage rate.

Section 6.05

A Board of Trustees for the Pension Trust Fund is hereby established and shall consist of an equal number of members selected by the Union and the Employers. The Board of Trustees is hereby authorized to establish and implement such Trust Fund Pension Plan, Trust Agreement and reporting forms as they consider necessary to the finalization of the Pension Plan.

Section 6.06

All disbursements shall be in accordance with the Trust Agreement. The cost of implementing and the administration of the Pension Plan and Trust, including legal fees, bonding of trustees, postage, printing, etc., shall be borne by and from the Pension Trust Fund.

Section 6.07

This Pension Fund and Trust Document shall comply with and conform to all applicable laws.

Section 6.08

The Employers shall contribute four dollars and twenty-six cents (\$4.26) per hour on straight time, six dollars and thirty-nine cents (\$6.39) on time and one-half (1½x), eight dollars fifty-two cents (\$8.52) on all

double time hours worked by such employees, to be forwarded monthly to a depository designated by the Trustees of the Health and Welfare Fund. This section will expire on May 31, 2006.

The Health and Welfare contribution rate will be paid on all hours worked by such Employees, unless renegotiated.

Section 6.09

The payment shall be mailed to reach the depository not later than fifteen (15) calendar days following the end of each calendar month.

Section 6.10

Individual Employers who fail to remit 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 designated depository.

Section 6.11

The Union shall have the option of apportioning any part of its wage to any legally established fringe fund upon thirty (30) days written notice to the Southern Nevada Chapter NECA.

Section 6.12

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 approved by the trustees, with the following exclusions:

- (a) Twenty-five percent (25%) of all productive electrical payroll in excess of seventy five thousand (75,000) man hours paid for electrical work in any one chapter area during any one (1) calendar year, but not exceeding one hundred fifty thousand (150,000) man hours.
- (b) One hundred percent (100%) of all productive electrical payroll in excess of one hundred fifty thousand (150,000) man hours paid for electrical work in any one (1) chapter area during any one (1) 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.

Subsection A

The Employer shall pay an amount equal to not to exceed two tenths of one percent (.20%) of his gross monthly payroll covering all work under the terms of this Agreement to the Contract Administration Fund

(CAF).

Subsection B

These contributions will assist in offsetting the costs associated with administering the Apprenticeship and Journeyman Training Trust, Contract Administration Fund, Health and Welfare Trust, Labor-Management Cooperation Committee, Pension Trust, and Voluntary Dues Deduct Fund. These funds will also assist in offsetting the costs associated with negotiating the Inside Construction Agreement, grievance processing and resolution, resolution of referral system appeals and promoting of the interests of the union electrical construction industry.

Subsection C

These funds will not be used to the detriment of Local Union 357 or the International Brotherhood of Electrical Workers.

Subsection D

CAF contributions shall be submitted with all other fringe benefit contributions on the monthly fringe benefit transmittal report. Such monies shall be paid on or before the fifteenth (15th) day of the month succeeding the month in which the work was performed.

Subsection E

The Fund is to be administered solely by the Southern Nevada Chapter NECA. The enforcement of collections regarding delinquent payments shall be the sole responsibility of the Fund which may pursue all

available avenues, exclusive of the grievance and arbitration procedure in this Agreement. The Fund agrees to indemnify and hold harmless the Union against any and all forms of liability that may arise out of any actions which have been requested by the Fund in complying with the provisions of this Article. The Administrator shall have the authority to recover the amounts owing plus attorney fees, court costs and interest at the prime rate plus two percent (2%).

ARTICLE 7

Section 7.01

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

Section 7.02

The Employer shall deduct Union dues in the amount certified by the Local Union from weekly wages of those employees who have executed a Dues Deduction Authorization form for such deductions for the term of this Agreement. The Employer shall remit all sums deducted to the Financial Secretary of the IBEW Local 357 to be received no later than the fifteenth (15th) of the month following in which the deductions are withheld. If an employee, or employees who have executed a Dues Deduction Authorization form, should at any time claim or contend that the Employer

acted illegally in deducting Union dues, the Union shall indemnify, defend, and hold the Employer harmless against all claims, damages, contentions, causes of action and/or lawsuits brought by such employee, or employees, including all costs, professional fees, and reasonable attorney fees, which the Employer may incur.

DEFINITIONS

Regular Foreman: A regular foreman is an employee employed by a Contractor as a foreman on a full time basis.

Shift Differential: Shift differential is a percentage increase for working second (2nd) or third (3rd) shifts.

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:

SOUTHERN NEVADA CHAPTER NECA

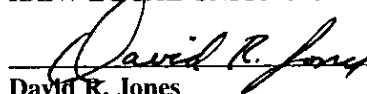


F. Ross Farr
Executive Manager

9-25-03

Date

IBEW LOCAL UNION NO. 357



David R. Jones
Business Manager/Financial Secretary

9/25/03

Date

INSIDE CONSTRUCTION AGREEMENT
between
IBEW LOCAL UNION #357
and
SOUTHERN NEVADA CHAPTER, NECA
APPENDIX A
(Effective 6/1/03 to 5/31/06)

Wage rate for Unindentured Apprentices shall be forty per cent (40%) of the Journeyman Wireman rate of pay.

Unindentured Apprentices shall work on Prevailing Wage job sites.

SOUTHERN NEVADA CHAPTER, NECA

F. Ross Farr

F. Ross Farr
Executive Manager

9-25-03

Dated

IBEW LOCAL UNION NO. 357

David R. Jones

David R. Jones
Business Manager/Financial Secretary

9/25/03



NOTES

NOTICE TO ALL MEMBERS

IF YOU ARE ON DUES CHECK-OFF WITH YOUR EMPLOYER, WHEN YOU LEAVE YOUR EMPLOYER OR THE JURISDICTION FOR ANY REASON, PLEASE CHECK WITH THE UNION HALL TO VERIFY YOUR DUES ARE CURRENT. IT IS YOUR RESPONSIBILITY TO KEEP YOUR DUES PAID CURRENT.

FRATERNALLY YOURS,

**DAVID R. JONES
BUSINESS MANAGER/FINANCIAL SECRETARY
IBEW LOCAL UNION 357**