

K8775
1,300 workers

41 pgs.

INSIDE WIREMEN AGREEMENT

MILWAUKEE DIVISION

between

**ELECTRICAL CONTRACTORS ASSOCIATION
MILWAUKEE CHAPTER, N.E.C.A., INC.**

and

LOCAL UNION 494, I.B.E.W., AFL-CIO

JUNE 1, 2003 - MAY 31, 2006



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MILWAUKEE INSIDE WIREMEN AGREEMENT

Agreement by and between the Electrical Contractors Association Milwaukee Chapter, N.E.C.A., Inc. and Local Union 494, I.B.E.W. It shall apply to all firms who sign a letter of assent to be bound by this agreement. As used hereinafter in this agreement, the term Association shall mean the Electrical Contractors Association - Milwaukee Chapter, N.E.C.A., Inc., and the term Union shall mean Local Union 494, I.B.E.W. 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 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 thereafter, 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 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 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 representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07

All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08

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

Section 1.09

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

ARTICLE II RECOGNITION

Section 2.01

The Association, on behalf of its member Employers and other employers who have assented to this agreement, recognizes the Union as the sole and exclusive representative of all their Employees performing work within the jurisdiction of the Union for the purposes of collective bargaining, in respect to rates of pay, wages, hours of employment and other conditions of employment.

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.

Section 2.03

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 2.04

The Local Union is 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 provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.05

All employees subject to the terms of this Agreement who are members of the Union on the effective date of this Article shall remain members of the Union as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members of the Union as a condition of employment on and after the eighth day following the beginning of their employment or on and after the eighth day following the effective date of this Article, whichever is later.

Section 2.06

Non- Discrimination. It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, sex, age, color, creed, national origin, persons with disabilities and covered veterans.

Section 2.07

Local Union 494, I.B.E.W. and the Milwaukee Chapter, N.E.C.A. acknowledge the danger and costs 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 2.08

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.

ARTICLE III DEFINITIONS

Section 3.01

Association and Employer

The term Association refers to the Electrical Contractors Association-Milwaukee Chapter, N.E.C.A., Inc. The term Employer refers to the individual employers or con-

tractors represented by the Association in collective bargaining. An employer who contracts for electrical work shall mean a person, firm or corporation whose principal business is electrical contracting and who employs at least one journeyman wireman full time while any electrical work is being performed. The employer shall maintain a permanent place of business and suitable financial status to meet the payroll requirements. He shall possess certain qualifications, knowledge, experience and financial responsibility which are required to everyone desiring to be an employer in the electrical contracting industry.

Section 3.02 **Electrical Contracting Industry**

The term electrical contracting industry of this industry as used herein is defined to mean the erecting, installing, altering, repairing, servicing, dismantling, or maintaining electrical wiring, devices, appliances or equipment, and sound and public address systems, including the handling from suppliers and sellers of manufacturers parts and products.

Section 3.03 **Maintenance Man**

The term maintenance man means an employee working direct for the owner who is qualified to maintain the existing installation of electrical wiring and equipment for the safe and efficient operation thereof with minor adjustments; however, does not cover extension of existing installations and/or new work.

Section 3.04 **Audio, Video, Signal Man**

The term audio, video, signal man means an employee who is skilled in the installation, maintenance and repair of any and all audio, video, and signal systems or other communication systems and who is qualified by an examination to do said work or is engaged in and qualified for said work.

Section 3.05 **Foreman**

A foreman is defined to mean a journeyman appointed by an employer covered by this Agreement to supervise other electrical employees.

Section 3.06 **General Foreman**

A general foreman is defined as a journeyman appointed by an employer covered by this Agreement, to supervise several crews of men, each of which is supervised by a foreman.

Section 3.07 **Jurisdiction**

This Agreement shall be effective on all inside electrical construction work in Milwaukee, Waukesha, Washington and Ozaukee Counties in the State of Wisconsin.

Section 3.08 **Gross Monthly Labor Payroll** **Gross Wages** **Gross Earnings**

Are defined as all monies that are reported by the employer to the United States Government on the employees W-2 form.

**ARTICLE IV
REFERRAL PROCEDURES**

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 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 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 Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN — JOURNEYMAN TECHNICIAN

GROUP I

All applicants for employment who have four or more years experience in the trade; are residents of the geographical area constituting the normal construction labor market; have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. 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 year in the last four 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 Wireman examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. 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 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 months in the last three years in the geographical area covered by the collective bargaining agreement.

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

Section 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.

<u>County</u>	<u>Township</u>
Calumet	New Holstein
Fond du Lac	All
Manitowoc	Schleswig
Milwaukee	All
Ozaukee	All
Sheboygan	All
Washington	All
Waukesha	All

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 areas 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

Examinations - 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 I.B.E.W. Reasonable intervals of time for examinations are specified as ninety days. An applicant shall be eligible for examination if he has four years experience in the trade.

Section 4.11

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 4.12

An applicant who has registered on the Out of Work List must renew his application every thirty 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 reregistration, be restored to his appropriate place within his Group.

Section 4.14

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 1 in the order of their place on the Out of Work List and then referring applicants in the same manner successively from the Out of Work List in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

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 Section 4.04 through 4.15 of this 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 office 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 Agreement between the parties.

**ARTICLE V
APPRENTICESHIP AND TRAINING**

Section 5.01

There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of three (3) members 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, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three 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 represent 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 I 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 a 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 any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time 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 in the jurisdiction, unless they are authorized and instructed to increase the number by the parties to the local IBEW/NECA 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 the JATC has less than a one (1) to three (3) ratio indentured; 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, Introduction 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 unindentured. 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 two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below.

<u>Number of Journeymen</u>	<u>Maximum of Apprentices/Unindentured</u>
1 to 3	2
4 to 6	4
7 to 9	6
↑	↑
↓	↓
97 to 99	66
etc.	etc.

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 apprentices 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.

First year apprentices and unindentured may perform all tasks assigned by a General Foreman, Foreman, and/or Journeyman; however, they shall not work on or near live voltage circuits or systems.

Apprentices who have satisfactorily completed the first four 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 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 1-1/2 %. 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 VI WAGES

Section 6.01

Wages

- A. Effective June 1, 2003, the regular hourly rate for a Journeyman Wireman shall be \$26.40 per hour on all work performed.

Effective June 1, 2004, the wage/fringe package will be increased by \$1.55.

Effective June 1, 2005, the wage/fringe package will be increased by \$1.60.

- B. When splicing high tension lead cables or installing pot heads that are lead wiped, the regular hourly rate shall be fifty (50) cents per hour above the regular Journeyman rate.
- C. Foreman rate shall be ten percent (10%) over the regular hourly Journeyman's rate.
- D: General Foreman rate shall be fifteen percent (15%) over the regular hourly Journeyman rate.
- E. Apprentice rate shall be according to the following scale:

Six Periods	OJT-Hours	%
1	0-1000	40%
2	1000-2000	45%
3	2000-3500	50%
4	3500-5000	60%
5	5000-6500	75%
6	6500-8000	85%

Section 6.02 **Overtime**

All work after 12 midnight on Saturday to the designated starting time on Monday shall be double the regular rate. All work performed on a holiday shall be double the regular rate. All other overtime shall be one and one-half times the regular rate.

Section 6.03 **Minimum Pay**

Wages for employees shall accrue from the time of reporting for work, when ordered to so report. Not less than two (2) hours wages, at the straight-time wage rate for any one day or portion thereof, shall accrue to employees unless notified not to report at least one (1) hour prior to starting time.

When referred to employer by Union referral office, wages shall accrue from time applicant arrives at place of application provided that:

- A. Applicant is accepted for employment
- B. Applicant elects to work that day

Provisions of this section do not apply to employees when engaged on jobbing maintenance or repair work, on which work wages shall accrue only for the time actually worked and time spent going to and from the job.

Section 6.04 **Use of Cars**

- A. Use of Cars-Automobiles may be used by employees to go to their destination of work.

- B. Jobbing Work-When required to do jobbing work, the employer shall furnish a suitable and reliable truck or auto to carry the necessary tools and equipment, and material to perform such jobbing work.

Employees shall be permitted to transport, small quantities of tools and materials from supply house or shop to job, or from job to job, or from job to shop, in their own automobiles, the length of tools and materials not to exceed four (4) feet, volume not to exceed six (6) cubic feet, weight not to exceed fifty (50) pounds. Ladders shall not be carried inside the car; nothing shall be carried on the outside of the car. The vehicle owner's insurance shall be the primary insurer. The employer shall have non-ownership coverage in connection with his automobile insurance covering all automobiles used, and a current Certificate of Insurance certifying such coverage is to be filed with the Local Union.

The maximum rate per mile approved by the Internal Revenue Service shall be paid covering automobiles used to transport Employer's tools and materials as specified above.

Employees shall be reimbursed for reasonable parking fees sustained as a result of responding to trouble calls.

Section 6.05

Payment of Wages

- A. All wages shall be payable in lawful currency or negotiable check payable on demand at par, enclosed in an envelope. The check stub or the envelope shall show date, name of the employee, straight time hours, overtime hours, gross pay, deductions and net pay.
- B. Payday - Employees shall be paid weekly not later than 4:30 P.M. Wednesday. Such payment shall include all wages earned during the previous calendar week, 12:01 A.M. Sunday through 12:00 midnight Saturday. When a legal holiday falls on Monday, Tuesday or Wednesday, of any week, wages for the previous week may be paid not later than 4:30 P.M. Thursday of the week in which such holiday falls. Employees shall be responsible for tendering time slips in such a manner that they are received at the employer's office no later than the Monday morning following the close of the pay period. Self-addressed stamped envelopes shall be furnished by the employers for the purpose of mailing time slips to the employer's office. Time slips turned in to a job foreman shall be considered received by the employer.

Wages shall be payable on the job, by mail, or at the office of the employer, but employees shall be allowed necessary time to reach the office of the employer if payment is made at the office. Wage payments mailed shall bear a postmark not later than midnight Tuesday night.

Employers who fail to make wage payments as provided in Article VI, Section 6.05-B shall appear for a hearing before the Labor-Management Committee resulting from a grievance submitted.

- C. Layoff, discharge or quit - In cases of layoff or discharge, the employee shall be paid-in-full on the date of discharge upon returning all company tools and equipment charged to his account. Paid-in-full is interpreted to mean all wages accrued since 12:01 A.M. Sunday of the current week. Pay for the prior week shall be considered paid for the purposes of this section when wage payments are processed and mailed in accordance with Section 6.05-B of this Article.

In the event an employee is not paid off, waiting time at the regular straight time rate of pay shall be charged until payment is made, but not more than eight (8) hours will be paid in any twenty-four (24) hour period; Saturdays, Sundays and holidays excepted.

If an employee quits, wages shall be paid as provided for in Section 6.05B.

Employees shall be given one-half hour advance notice of layoff.

- D. Each employee, in the event he is laid off, discharged or leaves the employer for any reason shall immediately receive a termination slip properly executed by the employer. A copy of the termination slip shall immediately be forwarded by the employer to the Referral Office and the Electrical Contractors Association Office. The employer shall not employ men referred to him by the Referral Office unless the man presents to the employer a properly executed Referral Slip.

Section 6.06 **Rebates**

Employers, employees, or their agents shall not accept or give, directly or indirectly, any rebates on wages.

Section 6.07 **Maintenance Work**

Maintenance men in large buildings and projects are men whose work is definitely confined to that of maintenance work only of existing installations of electrical wiring and equipment in such building or projects.

Section 6.08 **Underground Work Under Air Pressure**

When required to do electrical work underground, under air pressure, employees shall be paid an additional fifty (50) cents per hour for each hour worked under pressurized conditions.

Men requested to work under air pressure may refuse such work without any fear of lay-off or disciplinary action by the employer.

ARTICLE VII HOURS

Section 7.01

Hours

- A. The workday on any job or in any shop shall begin between 6:00 A.M. and 8:00 A.M. and shall consist of eight (8) consecutive hours of work with one-half (1/2) hour for lunch scheduled at the midpoint of the workday. Five such days, Monday through Friday, shall constitute the workweek.

Starting time shall not be altered for the purpose of avoidance of overtime pay.

Employees transferred during the day shall not be deprived of eight (8) hours work if transferred from a job starting at a later time to a job starting at an earlier time.

- B. Except as provided in Article VII, Section 7.03, all work performed during other than regular hours shall be overtime hours and shall be compensated in accordance with Article VI, Section 6.02. All work performed in excess of eight (8) hours in any twenty-four (24) hour period (midnight to midnight) and all work performed in excess of forty (40) hours in any calendar week, shall be overtime work compensated in accordance with Article VI, Section 6.02.
- C. The employer, with 24 hours prior notice to the union, may institute a workweek consisting of four consecutive 10 hour days between the hours of 7:00 a.m. and 6:00 p.m., Monday thru 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 8 hours work must be scheduled. After 10 hours in a work day, or 40 hours in a work week, overtime shall be paid at a rate of one and one-half times the regular rate of pay.

Section 7.02

Holidays

All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or on days legally celebrated for the foregoing holidays shall be overtime work to be compensated in accordance with Article VI, Section 6.02. Whenever said days fall on Sunday, the succeeding Monday shall be the legal holiday. Whenever said days fall on Saturday, the preceding Friday shall be the legal holiday. Except as provided in Article VII, Section 7.03, all work performed on Saturday and Sunday shall be overtime work and shall be compensated in accordance with Article VI, Section 6.02.

Section 7.03 Shift Work

A. 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 a five (5) consecutive day 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.

B. The employer shall notify the union when the customer has requested that the starting time of the shifts be adjusted.

C. When an employee works on the second or third shift, the employer shall contribute to the Health and Welfare Plan, the local Pension Plan, and the Annuity Plan based on the number of hours paid.

D. In existing industrial plants, the maintenance of the existing installation of electric wiring and equipment for the safe and efficient operation thereof, but not including the revision, rehabilitation, extension thereof or new work, may be performed by shifts on the following basis, providing prior permission is secured in writing to establish such shifts, from the duly authorized representative of both parties to this agreement.

(1) The first shift of regular working hours shall receive the regular hourly rate specified in Article VI, Section 6.01.

(2) The second shift shall receive the regular hourly rate specified in Article VI, Section 6.01, plus fifty (50) cents per hour.

(3) The third shift shall receive the regular hourly rate specified in Article VI, Section 6.01, plus sixty (60) cents per hour.

E. Working Hour Adjustment - Where in-plant working hours of a customer are such that they do not correspond to the regular working hours as set forth in this agreement, it shall be permissible for the parties to this agreement to adjust said working hours to accommodate the in-plant working hours of the customer without premium time payment. In all cases requiring adjustment of working hours, the employer shall have his request approved in writing by the duly authorized representative of both parties to the agreement prior to the adjustment of said working hours.

Section 7.04 **Reporting for Work**

Any employee being required by his employer or foreman to go to the shop of the employer or to a supply store for material or other purposes before starting work in the morning shall report and be ready to work at the designated starting time the same as going to the job direct. Employees reporting but not ordered to so report to a shop or office and not being assigned to work must not stay there for more than one hour after reporting unless they are being paid for their time.

Section 7.05 **Coverage Within the Geographical Jurisdiction**

- A. On all work covered by this agreement, performed, within the geographical jurisdiction of the agreement, travel time or travel expenses shall not be paid, with the exception that Article VI, Section 6.04-B, Jobbing Work, and Article VII, Section 7.05-B shall be excluded from the above.
- B. Employees reporting for work as outlined in Article VII, Section 7.04, will move to additional job locations on the employer's time and will be reimbursed for travel expenses as set forth in Article VI, Section 6.04-B.
- C. Portability shall be unlimited within Local Union 494 jurisdiction as it pertains to the Milwaukee Inside and Kettle Moraine Inside Agreements by and between the parties.

Section 7.06

Coverage Outside the Geographical Jurisdiction

On all work outside the jurisdiction of this agreement, the employer shall furnish transportation, board and all other necessary expenses. Both parties to this agreement are to be notified in writing of the procedures to be followed to implement payment for the aforementioned prior to starting the job.

If employee is required to use his own vehicle he shall be reimbursed for mileage at the current I.R.S. rate from the jurisdiction line. Time and mileage shall be paid from the jurisdiction line, by the shortest and most practical route.

Employers who are signatory to the Milwaukee Inside agreement are allowed to man jobs in that portion of Dodge County east of State Highway 26 with Milwaukee employees with the understanding that the Milwaukee wage and fringes are paid.

Additionally, mileage incurred between the Milwaukee jurisdictional line and the job-site in Dodge County shall be reimbursed at the rate approved by the Internal Revenue Service. Such reimbursement applies only to employees who use their own vehicles to travel to the job and shall be based on the shortest and most reasonable route. Employers shall not be responsible for paying wages for travel time.

Section 7.07

Emergencies

The provisions of the preceding sections of this Article are not applicable to emergency work involving the protection of life and property. Prior permission must be secured in writing through both parties to this agreement to utilize the above provision.

**ARTICLE VIII
PENSION**

Section 8.01

National Electrical Benefit Fund

- A. It is agreed that in accord with the National 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 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.

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

Section 8.02

Supplementary Pension

- A. The parties to this agreement have agreed to the establishment of a trust for the purpose of providing pension benefits to retired employees. Such trust shall conform to Section 3.02 of the Labor-Management Relations Act of 1947, as amended.

Each employer shall contribute the sum of two dollars and sixty cents (\$2.60) for each hour worked by all employees covered under this agreement.

- B. The Trustees shall maintain records of the contributions made by each employer, the hours credited to each employee, and shall be responsible for the administration of said pension funds and payment of pension benefits to the employees.

(A separate booklet describing the plan and the benefits referred to in the article above is available at the office of the trustees.)

**ARTICLE IX
VACATIONS AND PAID HOLIDAYS**

Section 9.01

Vacation and Holiday Trust Fund

- A. The parties to this agreement have agreed to the establishment of a trust for the purpose of providing vacation and holiday benefits. Such trust shall conform to Section 3.02 of the Labor-Management Relations Act of 1947, as amended.
- B. Each employer shall contribute ten (10) percent of the gross wages of employees covered under this agreement.

(A separate booklet describing the plan and the benefits referred to in the article above is available at the office of the Trustees)

Section 10.02 **Filing of Certificate**

Each employer shall file with the office of the Union, within thirty (30) days of consummation of this agreement, certificate of compliance on insurance carried and when renewed, that said employer is adequately covered by Wisconsin Workmen Compensation Insurance; Wisconsin Unemployment Compensation Insurance; Public Liability Insurance of at least \$100,000; Property Damage Insurance of at least \$10,000; and also evidence that the Federal Old Age Benefit Act has been complied with by said employer covering each employee.

ARTICLE XI ANNUITY

Section 11.01

The parties to this agreement have agreed to the establishment of a trust for the purpose of providing annuity benefits. Such trust shall conform to Section 3.02 of the Labor Management Relations Act of 1947, as amended.

Section 11.02

Effective June 1, 2003, each employer shall contribute the sum of two dollars and sixty cents (\$2.60) for each hour worked by all employees covered under this agreement.

For apprentices indentured after June 1, 2003 the hourly contribution rate shall be zero for indentured periods 1,2 and 3, and shall be 75% of the Journeyman Wireman hourly contribution rate for indentured periods 4,5 and 6.

Section 11.03

The Trustees shall maintain records of the contributions made by each employer, the hours credited to each employee, and shall be responsible for the administration of said annuity fund and payment of annuity benefits to employees.

(A separate booklet describing the plan and the benefits referred to in the article above is available at the office of the Trustees)

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 12.01 **Contracting by Employees**

No employee subject to employment by an employer operating under this agreement shall by himself become an employer for the performance of any electrical work.

Section 12.02 **Improper Installation**

Any journeyman may be penalized for failure to install or do electrical work in a safe workmanlike manner — or leaving work in a condition that may endanger the property or safety and lives of others.

Section 12.03 **Complaints**

No employer shall discipline or dismiss any employee for making a complaint or giving evidence with respect to alleged violation of any provision of this agreement.

Section 12.04 **Subletting Work**

No employer shall directly or indirectly sublet to any employee the labor services required by any work of such employer.

Section 12.05 **Working Employers**

All employers subject to the terms of this agreement must employ one or more journeyman covered by the terms of this agreement. No employer shall work with the tools unless he has in his employ one or more journeymen covered by the terms of this agreement employed at all times. No more than one member of a firm, partnership or corporation shall work with the tools, and then only during regular working hours as mentioned in this agreement. He is not allowed to work overtime, or on Saturdays, or on Sundays, and/or holidays or days celebrated for the foregoing. The name of such working employer shall be registered yearly with the parties to this agreement.

Avoidance of the intent of this section shall not be allowed by pretense of ownership of stock or interest in the subject contracting business by an immediate member of the family.

Section 12.06 Tool List

Tools which an employee, except apprentices, shall be required to furnish:

Two pliers, channel joint type 9 inches
Pliers, diagonal cutting, 6 inch or 7 inch
Pliers, lineman's 8 inch or 9 inch
Pliers, long nose, with or without cutter
Wrenches, one set, open end, box socket, or adjustable to 1 inch
Wrench, pipe, 14 inch or small chain tongs
Wrench set screw, allen type to and including 3/8 inch size
Screw driver, stubby
Screw driver, 3 inch blade
Screw driver, 6 inch blade
Screw driver, 8 inch blade
Screw driver, offset, 1/4 inch
Screw driver, Phillips type, No. 1 and No. 2 or combination
Cold chisel, 1 inch
Hack saw frame, adjustable
Keyhole saw, handle
Rule, folding 6 foot
Punch, center
Awl, steel shaft through handle
Plum bob
Hammer, straight claw
Knife, pocket, wire skinning
Level, 9 inch torpedo
Tap wrench, up to 1/4 inch
Airplane shear, 10 inch, straight cut
Spin lite wrench set, 5/16 inch, 11/32 inch, 3/8 inch, 7/16 inch, 1/2 inch
Voltage tester, induction type (not neon or incandescent)
Chalk line
Flashlight case (batteries and bulbs furnished by employer)
Tool box
* Taps No. 6-32, No. 8-32, No. 10-24, 1/4 inch No. 20
* Drills, 1/8 inch, 5/32 inch, 3/16 inch, 7/32 inch, 9/32 inch, 3/8 inch, No. 36, No. 29, No. 25, and No. 7
Combination square, 12 inch

* Broken or worn cutting tools shall be replaced by employer.

* Employees are not to supply any AC or DC power tools.

Section 12.07 Foremen

- A. On jobs of five (5) men, one (1) shall be designated as foreman.
- B. On jobs requiring more than fifteen (15) men, up to thirty (30) men, an additional foreman shall be employed.
- C. On jobs requiring more than thirty (30) men, each fifteen (15) men or fraction thereof shall be under a separate foreman.
- D. On jobs requiring two (2) or more foremen, one (1) shall be designated as general foreman, who shall be in charge of the entire project.
- E. The selection of foreman shall be entirely the responsibility of the employer. It being understood that in the selection of such foreman, the employer will give primary consideration to the qualified men available in the local area. Foremen shall take orders from individuals designated by the employer.
- F. No foreman on one job shall, at the same time, perform work on another job in the capacity of foreman. On jobs in progress, workmen are not to take direction or orders or accept the layout of any job from anyone except the foreman or journeyman in charge of the job.

Section 12.08 Injury Pay

Employees shall be paid the wages and benefits they would have received for lost work hours, up to eight (8) hours, for time spent in transit and in an emergency room for a work related injury on the day of the injury.

Section 12.09 Safety

- A. There shall be a local joint safety committee of three (3) members representing the employer and three (3) members representing the Union. This committee shall formulate local standards that are equal to or greater than the standards for construction, as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State Laws, governing safety education and safety training for the industry.
- B. Members of the local joint safety committee shall be appointed 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 to expire each year with successors to be determined in the same manner as the as the original appointments. A committee member may succeed himself.

The committee shall select from its membership, but not both from the same group, a chairman and a secretary who shall retain voting privileges. The committee shall meet at least once a month or on call of the chairman.

- C. (1) The committee shall have supervision of all matters involving safety within the electrical construction industry, in conformity with applicable provisions of this agreement. In case of a deadlock, any matter in dispute shall be referred to the parties to this agreement for settlement. Any proposed change in this agreement pertaining to safety should first be considered by the committee for their recommendation before being acted upon by the parties to this agreement.
- (2) The joint safety committee may establish or authorize joint sub-committees to assist with their work.
- D. It is the Employers exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards. Although it is the Employer's responsibility to insure the safety of its employees and their compliance with all safety rules, both parties to this agreement recognize the need to conform to all OSHA regulations by all employees to insure proper safety conditions.

Section 12.10 Methods

There shall be no restrictions of tools or methods used to simplify work and increase production. Pipe cutting and threading machines, chain falls, electric hoists, electric welding equipment and cutting torches are tools of the trade, having jurisdiction over the work being performed. Employees using these tools shall perform any of the work of the trade and shall work under the supervision of the foreman.

Section 12.11 Business Development

- A. There shall be a local joint business development committee of three (3) members representing the employer and three (3) members representing the union. This committee shall act as a study committee, advisory to the parties to this agreement, to make studies of existing markets, as well as new markets for the services of the electrical worker and the electrical contractor.
- B. Members of the local joint business development 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 to expire each year with successors to be determined in the same manner as the original appointments were made. A committee member may succeed himself.

The committee shall select from its membership, but not both from the same group, a chairman and a secretary who shall retain voting privileges.

The committee shall meet at least once a month or on call of the chairman.

Section 12.12 **Stewards**

- A. Representatives of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this agreement.
- B. The Union shall have the right to select a working steward on any job or at any shop where employees are employed under the terms of this agreement and shall notify the employer of such selection. Prior to any transfer, layoff, or discharge of a steward, the employer shall give at least forty-eight (48) hours notification to both parties to this agreement. If original notification to both parties is verbal, it shall be confirmed in writing. Under no circumstances shall an employer discriminate against any steward because of his faithful performance of his duties as steward.
- C. The job steward shall not be terminated for a reduction in force as long as there are six or more employees on the job.
- D. In the event of a dispute or controversy arising on any job where employees are working under terms of this agreement, the employee shall remain at work and the steward shall immediately notify the business manager of the local union.
- E.. A grievance must be presented in writing to the Association and the Union within thirty (30) days of the event giving rise to the grievances, or within thirty (30) days from the date the grievant reasonably should have been aware of the event. Otherwise, the grievance shall be waived.
- F. The third man on any scheduled overtime shall be the job steward.
- G. All stewards are subject to the authority of and may be removed as such by the business manager or business representative.

Section 12.13 **Laws**

No provisions of this agreement shall supersede any applicable State or Federal Law which imposes more stringent requirements as to the standards of hours of labor, rates of pay, and other conditions of employment provided by this agreement.

Section 12.14 Union Dues Checkoff

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 12.15 Education

A. In recognition that the Employer and the Union have a common and sympathetic interest in continuing to improve the quality of those employed in the Electrical Industry, there shall be a commitment to maintaining the high quality of skill and ability upon which the industry has been built. In this spirit of commitment, the Union shall:

- (1) Inform members, when applicable, of the requirements necessary to attain Journeyman Wireman status, including the availability of appropriate classes, course work and exams.
- (2) Advise Inside Wiremen of the need to participate in a suitable program of training. Participation shall be insured by requesting that prospective participants sign an agreement stipulating that (s)he is in need of a program of training and will pursue same.
- (3) Notify employers of their employees who have agreed to participate in a program of training. Employers shall be kept informed of said employees level of participation in the training program.

B. In keeping with aforementioned commitment to high work quality in the industry, the Employer agrees to encourage members to attain Journeyman Wireman status.

C. All employees shall successfully complete an average of ten (10) hours of industry related classroom training in each calendar year.

D. Journeyman shall be paid twenty five dollars per hour to attend up to 10 hours per year of continuing education.

Section 12.16 Safety Training

By June 1, 2006 all employees and applicants shall satisfactorily complete an OSHA 10 Safety Course that has been approved by the Safety Committee. Failure to meet this requirement shall result in an employee's inability to continue working or an applicants inability to become employed until an approved OSHA 10 Safety Course has been completed.

Section 12.17 Substance Abuse Program

Effective June 1, 2003, funding for the substance abuse program shall be paid for by the employers contribution of three cents (0.03) per hour worked to the Local LMCC.

**ARTICLE XIII
INDUSTRY FUNDS**

Section 13.01 National Electrical Industry Fund

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.

Section 13.02 Administrative Maintenance Fund

Effective June 1, 2003 each individual Employer signatory to this Agreement shall contribute one-half of one percent (.5%) of gross monthly labor payroll for the first one hundred and fifty thousand man-hours worked in a calendar year under this Agreement to the Administrative Fund, which is to be used by the Association for the administration of this Agreement and the operations of the Association on behalf of the Employers.

The fund is to be administered solely by the Employers. The fund may not be used in any manner detrimental to the Local Union or the IBEW. Enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the employers and not the Local Union.

ARTICLE XIV
ENFORCEMENT OF PAYMENTS TO FRINGE BENEFIT FUNDS

Section 14.01

Fringe Benefit Fund as that term is used in this Article, is any Trust Fund to which the Employer is obligated to make contributions under this Agreement; i.e., the Electrical Construction Industry Health and Welfare Plan, the Electrical Construction Industry Vacation-Holiday Plan, the National Electrical Benefit Fund, the Electrical Construction Industry Pension Plan, Electrical Construction Industry Annuity Plan, the Milwaukee Electrical Joint Apprenticeship and Training Trust Fund.

Section 14.02

The Employer's obligation, under this Agreement, to make payments and contributions to fringe benefit funds for all employees covered by this Agreement, applies to all employees regardless of membership or non-membership in the Union.

No payments shall be made hereunder on behalf of sole proprietors, partners, or corporate officers who hold common stock in the employing corporation, for work performed in a classification subject to the contributory provisions of this agreement, nor shall they be in covered employment.

Section 14.03

The union shall have the right to recall employees from an employer who is more than sixty- three (63) days delinquent in their payments to the Benefit Funds under this Agreement.

Section 14.04

All payments to the fringe benefit funds for employees covered by this Agreement, and while the same is in effect, are deemed to be paid pursuant to this Agreement.

Section 14.05

The Employer shall promptly furnish to the authorized certified public accountant auditors employed by the Trustees of any fringe benefit fund, on demand, all necessary employment, personnel or payroll records, and these records only, relating to its former and present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the fringe benefit fund, for their examination, whenever such examination is deemed necessary by the Trustees.

Section 14.06

The Trustees of any fringe benefit fund may, for the purpose of collecting any payments required to be made to such funds, including damages and costs and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In the event it becomes necessary to commence any such legal, equitable or administrative action against any Employer, such Employer shall be obligated to pay to the respective fringe benefit fund, or funds, attorney's reasonable fees, as well as any court reporter fees, filing fees, and the actual costs of effective service of papers.

Section 14.07

All employers subject to this agreement shall remit monthly, not later than the tenth (10th) of the month following the close of the payroll to the Electrical Construction Industry Board on forms provided by the Trustees of said Board, all amounts due the following listed trust funds. The Trustees of the Electrical Construction Industry Board shall monthly credit each of these below listed trust funds the total amount received for each trust fund in accordance with the terms of this agreement.

Article V, Section 5.16	Joint Apprenticeship & Training Trust Fund
Article VIII, Section 8.02-A	Supplementary Pension Plan
Article IX, Section 9.01-B	Vacation-Holiday Plan
Article X, Section 10.01-B	Health & Welfare Plan
Article XI, Section 11.02	Annuity Plan
Article XII, Section 12.14	Union Dues Checkoff

Section 14.08

The Trustees of the Electrical Construction Industry Health and Welfare Plan, the Electrical Construction Industry Vacation-Holiday Plan, the Electrical Construction Industry Pension Plan, Electrical Construction Industry Annuity Plan, and the Milwaukee Electrical Joint Apprenticeship and Training Trust Fund may, in their sole discretion, assess liquidated damages and interest charges against any employer which is delinquent in its contributions in accordance with such rules as may be established by the Trustees.

ARTICLE XV

LOCAL LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 15.01 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 15.02 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 15.03 Each employer shall contribute three cents (\$0.03) per hour worked. Payments shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than ten (10) calendar days following the last day of the month in which the labor was performed. The Milwaukee Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 15.04 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 XVI

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 16.01

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. SS 175(a) and Section 3.02(c)(9) of the Labor-Management Relations Act, 29 U.S.C. SS 186(c)(9). The purpose of this Fund include the following:

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor program which improved 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 16.02

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 16.03

Each Employer shall contribute one cent (1cent) 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. The Milwaukee Chapter, NECA, Milwaukee Division or its designee, shall be the collection agent for this Fund.

Section 16.04

If an Employer fails to make the required contributions to the Fund, the Trustee 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 (\$20.00) for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

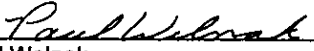
**ARTICLE XVII
SEPARABILITY CLAUSE**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall 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.

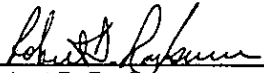
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 1st day of June, 2003.

Local Union 494,
International Brotherhood of Electrical
Workers, AFL-CIO

Electrical Contractors
Association, Milwaukee Chapter
N.E.C.A., Inc.



Paul Welnak
Business Manager



Robert D. Rayburn
Executive Vice President





IBEW

LOCAL UNION 494

3303 South 103rd Street, Milwaukee, Wisconsin 53227-4108

(414) 327-5202 FAX: (414) 327-3655

May, 2006

To whom it may concern:

We wish to advise you of the new rates effective June 1, 2006, for electrical workers in the following areas (Milwaukee, Waukesha, Washington and Ozaukee Counties).

Therefore, the following rates are effective June 1, 2006:

Journeyman Wireman Wage Rate	\$ 28.97
Vacation & Holiday / 10%	2.90
Health & Welfare / hour	7.45
Local Union Pension / hour	2.90
N.E.B.F. Pension / 3%	.87
Annuity / hour	2.80 = \$45.89
Apprenticeship & Training / 1-1/2%	.43
National Industry Fund .4%	.12
AMF .6%	.17
LMCC	.07
TOTAL:	\$ 46.68

Sincerely,

Michael Mueller
Business Manager

MM/mg
opeiu #9 afl-cio