

30 pp

K 8820

1,200 workers

Agreement by and between Louisville Chapter National Electrical Contractors Association (NECA) and Local Union 369, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Louisville Chapter, National Electrical Contractors Association and the term "Union" shall mean Local Union No. 369, IBEW.

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

BASIC PRINCIPLES

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

ARTICLE I (Standard CIR)

Effective Date -- Changes -- Grievances -- Disputes

EFFECTIVE DATE:

Section 1.01. This Agreement shall take effect June 5, 2002, and shall remain in effect until May 31, 2005, 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.

CHANGES:

Section 1.02. (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Section 1.04. There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

GRIEVANCES/DISPUTES:

Section 1.05. There shall be a Labor-Management Committee of four representing the Union and four representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

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

Section 1.07. All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

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

Employer Rights -- Union Rights

MANAGEMENT RIGHTS:

Section 2.01. 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 and maintaining a permanent place of business - a suitable financial status to meet payroll requirements and to meet compensation requirements for injured workers and other insurance or protective requirements - and employing not less than one (1) Journeyman Wireman.

Section 2.02. (a) 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.

(b) A specifically named applicant may be referred as a foreman upon request by an Employer provided:

1. The individual is a registered applicant on the Union out-of-work list and has not quit his previous employer within the last four (4) weeks.
2. The Employer has notified the Business Manager in writing of the name of the individual who is to be requested for employment as a foreman.
3. Upon being hired, the applicant is immediately placed in charge of a project where he:
 - Shall be paid, at minimum, foreman's rate.
 - Shall perform the duties of a foreman as defined in Article III, Section 3.09 (a) subject to the manpower needs of that specific project.
 - Shall remain in that supervisory capacity for a minimum of 500 hours worked. Should less than 500 hours be worked in that capacity, the individual shall be given a reduction in force.

Section 2.03. Employers shall carry unemployment compensation, Federal Old Age Benefits and Workmen's Compensation covering all of his employees, and shall furnish the Union with evidence of the same. Employer shall furnish all employees with a copy of all deductions from the weekly pay.

Section 2.04. In order to protect the public against mechanics' liens and the employees from loss through irresponsible employers, all new employers upon becoming signatory to this agreement and/or upon the hiring of additional employees thereafter, shall furnish to the Union a wage and benefit bond of a recognized surety company authorized to do business within the geographical jurisdiction of Local Union 369, acceptable to the Union, in the sum of not less than the following*:

Employers employing two (2) to five (5) workmen - \$5,000.00

Employers employing six (6) to ten (10) workmen - \$15,000.00

Employers employing eleven (11) to twenty (20) workmen - \$25,000.00

Employers employing twenty-one (21) to thirty (30) workmen - \$35,000.00

Employers employing thirty-one (31) or more workmen - \$50,000.00

Individual employers who satisfactorily fulfill the wage and benefit requirements of this agreement for a period of one year from the date of this assent, shall be relieved of further bonding requirements. However, an individual employer failing to fulfill the wage and/or benefit requirements of this agreement shall- before members of the union are again permitted to work for him- furnish the union with a wage and benefit bond of a recognized surety company authorized to do business within the geographical jurisdiction of Local Union 369, acceptable to the union, in a sum of not less than two thousand dollars (\$2,000.00) per employee. (Property bonds, securities or cash deposits shall not be accepted.) Payments for delinquent wages and/or benefits are to be paid from the bond directly to the affected employees and/or funds. The approved bond form must be used for the above purpose.

- Exceptions may be made for Employers from outside the geographical jurisdiction of Local Union 369 if approved by the Business Manager.

Section 2.05. The Employer recognizes the Union as the sole and exclusive collective bargaining agent of all workmen employed under the terms and conditions contained in this agreement.

NON-RESIDENT EMPLOYEES:

Section 2.06. An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review modification, or rescission by the Council on Industrial Relations.

FAVORED NATIONS:

Section 2.07. 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 2.08. An owner/operator employing five or less journeymen, who is a journeyman wireman member of the IBEW, may work with tools provided the following conditions are met:

- His/her per capita dues are current
- He/she is working under the terms of the Inside Agreement
- All his/her employees, if any, are working full time

However, nothing in this rule shall be construed as preventing any individual from making a temporary repair or adjustment where an emergency exists involving a hazard to life or property or serious inconvenience.

Section 2.09. No applicant or employee while he remains subject to employment by Employers operating under this Agreement shall be recognized as a contractor for the performance of any electrical work.

Section 2.10. (a) Journeyman Wiremen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

(b) A Journeyman Wireman shall be required to make any necessary corrections in work for which he is responsible on his own time during regular working hours. The Union shall be notified by the Employer when corrections are necessary.

Section 2.11. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2.12. (a) A Steward shall be appointed by the Business Manager on every job and he must be given sufficient time to see that this Agreement and working rules are enforced on the job. The Employer shall be notified in writing of the appointment, transferal or removal of a Steward by the Local Union. Such Steward shall, at all times, be held accountable to the Union.

(b) In the event of a dispute or trouble arising on any job where the members of the Union are employed, workmen employed on the job, shall remain at work. The Steward on the job, or Journeyman electricians having charge shall notify the Business Manager's office and Contractor at the same time.

(c) At no time shall a Steward be discriminated against for the faithful performances of his duties. He shall remain on the job until only one (1) Journeyman Wireman and one (1) Apprentice remain, unless removed by the Business Manager. The Steward may not be transferred from job unless mutually agreed to by the Business Manager and Employer.

(d) The necessity to work overtime shall be determined by the owner's representative and/or the employer's representative. The employer's representative shall consult with the union steward on the selection of bargaining unit employees to perform such work. The employer's representative shall determine the number of employees and which employees will work the overtime.

Section 2.13. The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workmen are employed under the terms of this Agreement. Owner restrictions shall not be considered a violation of this section.

Section 2.14. (a) This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal, of its members from jobs when necessary and when the Union or its proper representatives decide to do so - but no removal shall take place until notice is first given to the Employer involved.

(b) When such removal takes place, the Union or its representatives shall direct the workmen on such jobs to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Employee will be financially responsible for any loss to the Employer for neglect in carrying out this provision as such when involving members of the Union, but only when a safe place is provided for these by the Employer.

Section 2.15. (a) There shall be no limit on production of workmen or restriction on the safe use of proper tools or equipment and there shall not be any task or piecework.

(b) The handling and installing of all electrical equipment and materials shall be the jurisdiction of employees covered by this Agreement, except in the Employer's established place of business.

(c) All standard electrical items and materials furnished by the electrical contractors, installed by workers employed under the terms of this Agreement, except electrical catalogue items, shall be fabricated on the job or at the Employer's shop by workers employed under the terms of this Agreement.

Section 2.16. The Journeyman Wireman shall furnish at least, and shall not be required to furnish more than, the following tools as designated by the Labor-Management Committee:

- Tool box with lock
- Hacksaw frame
- Tri square
- 1 pair cutting pliers
- 2 pair Channel Lock pliers
- 1 pair needle nose pliers
- 1 voltage tester 600 volts
- 1 six-foot rule
- 1 torpedo level
- 1 center punch
- 1 - 1/4" tap wrench
- 1 plumb bob and chalk line
- 1 round file
- Allen wrenches 3/8" maximum
- 1 pair diagonal cutting pliers
- Assorted screwdrivers including Phillips head
- Hammer not to exceed 1 1/2 lbs.
- 1 fifty-foot tape
- 2 pipe wrenches 14" max. or 2 - 4" chain wrenches
- 1 - 3/4" X 6" cold chisel
- Adjustable wrenches not to exceed 12"
- Knife

The Apprentice shall furnish the following tools as designated by the Labor-Management Committee:

Pencil
Six-foot rule
Small screwdriver
Large screwdriver
Phillips head screwdriver
Torpedo level
2 pair Channel Lock pliers
Tool box with lock
Knife
Hacksaw frame
1 pair cutting pliers

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

Section 2.17. The Employer shall furnish such tools as necessary and any other which he cares to furnish in the interest of better and more efficient work. When workmen are required to work in inclement weather conditions, suitable rain gear shall be furnished them.

No employee shall use his own personal vehicle to truck any of the Employer's tools or materials to a job from shop to job or to shop, except an amount equal to what employee could carry if traveling by public conveyance.

Section 2.18. Workmen shall be held responsible for the Employer's tools and equipment, provided the Employer furnishes a tool box with proper lock or other safe place for the storing of such tools or equipment. Tools shall be put away on the Employer's time. The Employer shall also provide a safe place for the tools of the employees.

Section 2.19. All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

The Employer or the individual contracting firm agrees to notify the Union when additional or replacement employees are needed. The Union agrees to furnish applicants to perform the necessary work when so notified, upon a nondiscriminatory basis within forty-eight (48) hours after receiving the request from the Employer, in accordance with the Standard Referral Procedure as per Article IV of this agreement.

ANNULMENT/SUBCONTRACTING:

Section 2.20. The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

Section 2.21. (a) The Employer shall not directly nor indirectly induce or attempt to induce any member of the Union to violate this contract or to disregard the rules and regulations of the Union - but no contract, rule or regulation of the Union shall be adopted or put into effect in violation of any provision of this Agreement.

(b) The Union shall not directly nor indirectly induce or attempt to induce any Employer to violate this contract or to disregard any of its rules or regulations, but no rules or regulations of the Employer shall be adopted or put into practice in violation of any provision in this Agreement.

Section 2.22. The Employer agrees that it shall not discriminate in any matters of employment opportunities. It shall include but not be limited to hiring, promotion, or tenure of any employee or employment applicant on the basis of age, race, sex, color, creed, religion or national origin.

Section 2.23. An Employer shall maintain a permanent place of business with a business telephone--open to the public during normal business hours. All Company owned trucks or job trailers and/or trucks carrying men and/or material shall have the firm's name in bold lettering.

Section 2.24. Employers shall comply with all license, permit and inspection requirements of the locality in which they are doing business.

Section 2.25. Employers are required to furnish the Local Union with full information on the number of hours each employee works and the amount of wages the employees receive. This report is to be mailed to the Union office monthly, and received no later than the 15th of each month.

It is understood that effective May 1, 1965, the employees contributions except (NEBF) and the withholdings from employees wages, as specified in this Agreement shall be covered by a composite form, and one payment, to go to a Bank Depository selected by the Association and the Union, under an agreement whereby the depository distributes the money to the various funds designated.

These reports are made available to the Labor-Management Committee at their regular meeting.

ARTICLE III
Hours -- Wages -- Working Conditions

Section 3.01. (a) Eight (8) hours shall be a day's work between the hours of 7:00 a.m. and 4:30 p.m. (7:00-3:30, 7:30-4:00, or 8:00-4:30). Employees will be afforded a work break at their workstations not to exceed ten (10) minutes before the scheduled lunch period and another not to exceed ten (10) minutes between the end of the scheduled lunch period and the end of the regular workday. The thirty (30) minutes lunch period shall be scheduled to begin between the hours of 11:00 a.m. and 12:00 p.m. (11:00-11:30, 11:30-12:00, or 12:00-12:30). If an employee is requested to work through the scheduled lunch period, he will be compensated at the regular premium rate for this period and granted a thirty (30) minute lunch period as soon as possible after this period. Forty (40) hours within five (5) days -- Monday through Friday, inclusive -- shall constitute a workweek. The same shall apply when reporting to shop, upon request of Employer.

(b) In order to satisfy job conditions and/or to accommodate the customer, the Employer, within 48 hours notice to the Union and 48 hours notice to the affected employees, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 A.M. and 6:00 P.M., Monday through Thursday, with one-half hour allowed for a lunch period. Should any overtime become necessary, wages shall be paid as follows:

Monday through Thursday, hours in excess of ten in a workday or forty in a work week, all hours worked on Friday and the first eight hours workday on Saturday, shall be paid at one and one-half times the straight time rate of pay. All hours worked in excess of eight on Saturday and all day Sunday and holidays (or days celebrated as such) shall be paid at double the straight time rate of pay.

On Jobs worked per this section, a third ten-minute rest period shall be allowed at the beginning of the ninth hour. Implementation of this section must be approved by the Business Manager on a case-by-case basis.

In case of inclement weather or situations which may pose a safety or health risk, employees working a "four tens" job may work Friday as a voluntary makeup day. In such cases, a full shift must be worked on the makeup day and it will not be counted as an absence against the employee if he elects not to work the makeup day. Makeup days may not be utilized on an individual basis.

Section 3.02. (a) Time and one-half (1 1/2) shall be paid for overtime worked between the hours of midnight Sunday through midnight Friday and the first eight (8) hours of work only on Saturday on all jobs. All other overtime worked from midnight Friday through midnight Sunday and holidays specified in Section 3.03 (or days celebrated as such) shall be paid for at the rate of double (2) time.

(b) When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel* and bridges or similar hazardous locations where workmen are subject to a direct fall:

50' to 75' - add 25% above workman's hourly rate.

Over 75' - add 50% above workman's hourly rate.

However, no premium shall be paid on work performed using JLGs, bucket trucks or other similar elevated mechanized work platforms up to 75' above the surface upon which the platform sits.

Over 75' - add 50% above workman's hourly rate.

* Structural Steel is defined as open, unprotected, unfloored raw steel.

Section 3.03. (a) The following days shall be defined as holidays: Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the Friday following Thanksgiving. Holidays falling on Saturday shall be celebrated on the previous Friday. Any of the listed holidays falling on Sunday shall be celebrated on the following Monday.

(b) Where overtime work, requiring more than one (1) hour is necessary on regular working days, workmen shall have a rest period, without pay, of at least one-half hour after the regular quitting time before proceeding with overtime work if they so desire.

(c) In lieu of the above, a ten-minute paid rest period shall commence at the beginning of the ninth hour and at each succeeding four-hour interval.

Section 3.04 Wages shall be paid weekly not later than the regularly scheduled quitting time on Friday, or the last normal working day of the week (when holiday falls on Friday). Not more than three (3) days wages may be withheld at any time*. In the event paychecks are not delivered in a timely manner, through the fault of the Employer, the employee will receive on his next paycheck two (2) additional hours pay (at the straight time rate) per scheduled workday, until paid.

* Exceptions may be made for Employers from outside the geographical jurisdiction of Local Union 369 if approved by the Business Manager.

All paychecks shall be issued on banks** within the jurisdiction of Local Union 369, or be certified or cashier's checks. Any workman terminated by the Employer shall be paid all his wages immediately. In the event that he is not paid off, waiting time at the straight time rate shall be charged until payment is made. In the event there is a reduction of the work force on a weekend, or holiday, the checks may be held until the next normal workday.

** Should the employee be charged a check-cashing fee (by the bank on which the check is drawn), the Employer will reimburse the amount up to four (4) dollars to the employee on his next paycheck, when provided with a written receipt as proof of the fee.

As an option, if mutually agreed to by the employer and employee, the employee may elect to have his pay deposited directly to an account of his choice. In such cases, it remains the responsibility of the Employer to provide the employee with a weekly written statement of withholdings and deductions.

Section 3.05 Effective June 5, 2002, and continuing through May 31, 2005, the classifications of employees within the bargaining unit covered by this Agreement and schedule of minimum wage rates applicable to such classification shall be:

EFFECTIVE JUNE 5, 2002

	Wages	14% Retirement	Benefit
Journeyman	24.25	3.40	3.50
Foreman	26.43	3.70	3.50
General Foreman	27.40	3.84	3.50
Area General Foreman	28.62	4.01	3.50

EFFECTIVE MAY 28, 2003

	Wages	15% Retirement	Benefit**
Journeyman	25.25	3.79	3.50
Foreman	27.52	4.13	3.50
General Foreman	28.53	4.28	3.50
Area General Foreman	29.80	4.47	3.50

EFFECTIVE JUNE 2, 2004

	Wages	15% Retirement	Benefit**
Journeyman	26.25	3.94	3.50
Foreman	28.61	4.29	3.50
General Foreman	29.66	4.45	3.50
Area General Foreman	30.98	4.65	3.50

APPRENTICES
EFFECTIVE JUNE 5, 2002

	PERIOD	%JW	WAGE	14% RETIREMENT	BENEFIT
1	0-1000 hours	45%	\$10.91	\$.00 *	\$3.50
2	1001-2000 hours	50%	\$12.13	\$.00 *	\$3.50
3	2001-3500 hours	55%	\$13.34	\$1.87	\$3.50
4	3501-5000 hours	60%	\$14.55	\$2.04	\$3.50
5	5001-6500 hours	65%	\$15.76	\$2.21	\$3.50
6	6501-8000 hours	70%	\$16.98	\$2.38	\$3.50

APPRENTICES
EFFECTIVE MAY 28, 2003

15%

	PERIOD	%JW	WAGE	RETIREMENT	BENEFIT**
1	0-1000 hours	45%	\$11.36	\$.00 *	\$3.50
2	1001-2000 hours	50%	\$12.63	\$.00 *	\$3.50
3	2001-3500 hours	55%	\$13.89	\$2.08	\$3.50
4	3501-5000 hours	60%	\$15.15	\$2.27	\$3.50
5	5001-6500 hours	65%	\$16.41	\$2.46	\$3.50
6	6501-8000 hours	70%	\$17.68	\$2.65	\$3.50

APPRENTICES
EFFECTIVE JUNE 2, 2004

15%

	PERIOD	%JW	WAGE	RETIREMENT	BENEFIT**
1	0-1000 hours	45%	\$11.81	\$.00 *	\$3.50
2	1001-2000 hours	50%	\$13.13	\$.00 *	\$3.50
3	2001-3500 hours	55%	\$14.44	\$2.17	\$3.50
4	3501-5000 hours	60%	\$15.75	\$2.36	\$3.50
5	5001-6500 hours	65%	\$17.06	\$2.56	\$3.50
6	6501-8000 hours	70%	\$18.38	\$2.76	\$3.50

* No local Union retirement contribution on 45 % and 50 % apprentices.

** In the event the trustees of the Electrical Workers Local 369 Benefit Fund determine an increase in the contribution rate is necessary to maintain the fiscal integrity of the plan, after exhausting all reasonable cost control efforts as are industry standard norms, the Employer agrees to:

Effective May 28, 2003, increase the hourly contribution rate to the level determined by the trustees not to exceed an increase of twenty-five cents (\$.25).

Effective June 2, 2004, increase the hourly contribution rate to the level determined by the trustees not to exceed an increase of thirty cents (\$.30).

Necessity of increase will be determined based upon evidence presented to the trustees by the fund consultant through periodic experience reports. Employers will be given 60 days notice of any increase in the Benefit Fund contribution rate.

From each employee's earnings, the employer agrees to deduct union working dues of four and one-half percent (4 ½ %) of the gross wages. Working dues shall be combined with the ten cents (\$.10) per hour deduction for the following:

The Union Political Action Fund (\$.05), Union Promotional Fund (\$.03), and Building and Trades Fund (\$.02, as per the Local Union 369 By Laws). Reporting or failure to report and check off authorization cards as discussed in Section 3.07 shall apply to bargaining unit employees who have working dues deducted.

It shall be the Union's responsibility to furnish to the member the check off authorization card at the time of referral, and it shall be the member's responsibility to present this card, properly executed, to the employer at the time of the member's reporting for work. Deductions will start only upon presentation of properly executed authorization card to the employer.

Payment of these deductions shall be forwarded monthly to be received not later than the 15th day of the month following the month for which the hours are reported.

No Local Union Retirement shall be contributed on 45% and 50% apprentices.

The Union will have the responsibility of segregating and distributing the funds. See Article III, Sections 3.07, 3.16 and 3.17.

FOR OTHER CONTRIBUTIONS AND DEDUCTIONS REFER TO:

ARTICLE V, SECTION 5.16 - APPRENTICESHIP AND TRAINING CONTRIBUTION - Two and one-half percent (2 ½%) of gross productive payroll or \$10.00 a month, whichever is greater.

ARTICLE VI, SECTION 6.01 - NEBF CONTRIBUTION Three percent (3%) of gross productive payroll.

ARTICLE VI, SECTION 6.02 - BENEFIT FUND CONTRIBUTION - Amounts listed in Article III, Sec. 3.05 under "Wages".

Benefit Fund contributions on 2nd and 3rd shifts shall be made on a full eight (8) hours basis when the full shift is worked. Benefit Fund and withholdings shall be made on a per-hour worked basis regardless of premium time.

ARTICLE VI, SECTION 6.03 - VACATION WITHHOLDING - Five percent of gross wages. Withholding shall be voluntary with a signed authorization.

ARTICLE VI, SECTION 6.04 - RETIREMENT FUND CONTRIBUTION - June 5, 2002, to May 27, 2003, 14% of each classification hourly rate. Beginning May 28, 2003, 15% of each classification hourly rate (apprentice, journeyman wireman, foreman, general foreman, area general foreman).

No Local Union retirement contribution shall be owed on 45% and 50% apprentices.

ARTICLE VII, SECTION 7.01 - INDUSTRY FUND/NECA SERVICE CHARGES - One percent (1%) of gross productive payroll.

ARTICLE VIII, SECTION 8.03, - LABOR-MANAGEMENT COOPERATIVE COMMITTEE CONTRIBUTION - One cent (\$.01) per hour worked to National LMCC and nine cents (\$.09) per hour worked to Louisville LMCC- both to be reported on total NEBF hours.

Shift Pay Provisions

First Shift - The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours worked. For example:

Journeyman	Wage	Retirement	Benefit
June 5, 2002	24.25	3.40	3.50
May 28, 2003	25.25	3.79	3.50
June 2, 2004	26.25	3.94	3.50

Second Shift - The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the swing shift shall receive eight (8) hours' pay at the regular rate plus 10% for working seven and one-half (7 1/2) hours.

Journeyman	Straight (1 1/2)	Time Retirement	Benefit	
June 5, 2002	28.45	42.68	3.98	3.50
May 28, 2003	29.63	44.45	4.44	3.50
June 2, 2004	30.80	46.20	4.62	3.50

Sample Computation - Second Shift

June 5, 2002 \$24.25 X 8 hrs. = \$194.00
 \$194.00 X 10% = 19.40 + 194.00 = 213.40
 \$213.40
 7.5 = 28.45 Second shift hourly rate
 \$28.45 X 1.5 = \$42.68 Time and one-half overtime rate

Third Shift - The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the graveyard shift shall receive eight (8) hours pay at the regular hourly rate plus 15% for working seven (7) hours.

Journeyman	Straight (1 1/2)	Time Retirement	Benefit	
June 5, 2002	31.87	47.81	4.46	3.50
May 28, 2003	33.19	49.79	4.98	3.50
June 2, 2004	34.50	51.75	5.18	3.50

Sample Computation - Third Shift

June 5, 2002 \$24.25 X 8 hrs. = \$194.00
 \$194.00 X 15% = 29.10 + 194.00 = 223.10
 \$223.10
 7 = 31.87 Third Shift Hourly Rate
 \$31.87 X 1.5 = 47.81 Time and one-half overtime rate

Section 3.06. (a) No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on the job.

(b) The Employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union.

In lieu of the Employer furnishing transportation, when an employee uses his own vehicle at the request of the Employer, transportation shall be reimbursed by the Employer at a rate that will correspond with the allowable amount established by the Internal Revenue Service.

Section 3.07. 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 By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3.08. Working dues shall be deducted from the member's weekly gross pay. These deductions shall be remitted once monthly to Local Union 369, no later than the 15th day of the month immediately following the month in which the work in question occurred. The Employer shall show on the member's check stub the amount deducted.

Section 3.09. Supervision.

Each Individual employing concern shall designate in writing to the Union, the name or names of his superintendents, who are solely authorized to do business with the Union for said concern.

- (a) Foreman - A Foreman is a workman in charge of any job where four (4) or more Journeyman Wiremen, including himself, are employed at any one time. A Foreman may not at any time have more than ten (10) Journeyman Wiremen working under him. He may work with tools, but shall receive orders from the General Foreman or the Employer's Superintendent. Among other duties he shall discharge the Employer's and the Union's responsibility to the public by seeing to it that the electrical work under his supervision is installed in accordance with applicable rules and code requirements, according to contract specifications in a safe and workmanlike manner. When a Foreman is not required on a job under the provisions provided in this Agreement, the Employer or the Employer's Superintendent shall designate on each job a Journeyman Wireman who shall be responsible for and in charge of the job.
- (b) General Foreman - When two (2) Foremen are required on any one (1) contract, one shall be designated General Foreman, who shall not work with tools and he shall have direct supervision over the crew. When three (3) Foremen are required on any one (1) contract, there shall be a General Foreman over them. A General Foreman shall not have supervision over more than four (4) Foremen at any one time, and he shall receive his orders from the Superintendent. He shall also discharge the Union's and the Contractor's responsibility to the public by seeing to it that the electrical work is installed in accordance with the Municipal Rules and Code Requirements.
- (c) A Foreman or General Foreman is to be present on the job at all times when work is being performed, except when a Foreman is not required on a job under the provisions provided in this Agreement.
- (d) Area General Foreman - When a job requires more than two (2) General Foremen, there shall be an Area General Foreman, who shall not work with tools, with the understanding that this classification shall only apply during this period of the job operation when there are more than two (2) General Foremen.

He shall receive orders from the designated job Superintendent only. He shall not have supervision over more than four (4) General Foremen at any one time. When a job requires more than four (4) General Foremen, there shall be an additional Area General Foreman when the next additional Journeyman Wireman is employed. This second Area General Foreman shall operate under the same rules as set forth for the first Area General Foreman. This same procedure shall apply as each successive Area General Foreman is required by the terms of this provision.

Section 3.10. (a) When a workman is notified to report for work and is not put to work, through the fault of the Employer, he shall be paid not less than two (2) hours pay, at the prevailing rate, for reporting. However, no reporting time shall be allowed when weather conditions do not permit the work to be performed. An employee is considered notified to report for work the following normal workday if after working the previous normal workday the employee is not notified otherwise.

(b) An employee who has completed a day's work (including overtime) shall have a minimum of eight (8) hours off before returning for his next scheduled workday. When an employee is required to return to work any time during the same 24-hour period or any time before the eight-hour rest period has elapsed, it shall be considered as a continuation of the workday and paid at the prevailing overtime rate. The employee shall also receive one (1) hour's pay at the straight rate for travel.

SHIFT WORK:

Section 3.11.

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

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

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the shift hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3.12. All work done for the progress of the job in the shop must be done by workmen in the bargaining unit working in the proper classification, who are to be paid the minimum wages according to classifications.

All power threading and/or power driven equipment shall be operated by a workman who has been properly trained in the safe operation of the equipment.

Section 3.13. It is agreed that the most desirable time for a layoff of a workman is on Friday, at the close of the workday. The next most preferable time for a layoff is at the close of any full workday. Reasonable efforts will be made to govern layoff accordingly. The Employer shall notify the Union 48 hours in advance of any layoff, whenever possible, and Saturdays, Sundays and holidays are not included.

Section 3.14. (a) Termination slips shall be used on all employee terminations. Four (4) copies of the termination slip shall be issued. One (1) to the employee, one (1) to the employer, one (1) to the Association and one (1) to the Union. Explanation shall be filled in when an employee is discharged and shall be signed by the foreman or immediate supervisor of the employee.

(b) All employees not actively employed for a period of twenty-four (24) consecutive workdays due to lack of work shall be terminated. Those employees that can show proof of illness shall be exempt from this provision.

Section 3.15. The decision with regard to the hire and tenure of all employees shall be made by the Employer. Both parties agree to post the union security and job referral requirements as contained in Article IV in a conspicuous place. The Union agrees to post said clauses upon its bulletin board of the Local Union, and the Employer agrees to post said clauses in a conspicuous position on the jobsite or hiring office of the Employer. If manpower is not supplied, the Employer has the right to hire temporary Journeyman Wireman employees.

Section 3.16. Political Action Committee

The Employers agree to deduct and remit to the Union for distribution to the IBEW Local Union 369 Political Action Committee five cents (\$.05) per hour for each hour worked by bargaining unit employees. These deductions shall only apply to bargaining unit employees who have working dues deducted. These deductions shall be made weekly and submitted monthly with the working dues.

Section 3.17. Promotional Fund

The Employers agree to deduct and remit to the Union for distribution to the IBEW Local Union 369 Promotional Fund three cents (\$.03) per hour for each hour worked by bargaining unit employees. These deductions shall only apply to bargaining unit employees who have working dues deducted. These deductions shall be made weekly and submitted monthly with the working dues.

**ARTICLE IV
REFERRAL PROCEDURE**

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

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

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

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

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

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 at the trade 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:

Kentucky Counties:

Anderson	Franklin	Leslie	Perry
Barren	Garrard	Letcher	Powell
Bath	Grayson	Lincoln	Pulaski
Bell	Green	Logan	Robertson
Bourbon	Hardin	Madison	Rockcastle
Boyle	Harlan	Marion	Scott
Breathitt	Harrison	McCreary	Shelby
Breckinridge	Hart	Meade	Spencer
Bullitt	Henry	Menifee	Taylor
Butler	Jackson	Mercer	Todd
Carroll	Jefferson	Metcalf	Trimble
Casey	Jessamine	Montgomery	Warren
Clark	Knott	Nelson	Washington
Clay	Knox	Nicholas	Wayne
Edmondson	Larue	Oldham	Whitley
Estill	Laurel	Owen	Wolfe
Fayette	Lee	Owsley	Woodford

Indiana Counties:

Clark	Harrison	Jefferson	Washington
Floyd	Jackson	Scott	

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

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

Section 4.10. "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 I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has 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 re-registration, 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 I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

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

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

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

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

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

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

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

Section 4.20. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

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

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

- (b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15(a) is required.
- (c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate GROUP in paragraph (a) above."

ARTICLE V
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 four (4) 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 four (4) 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 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 telecommunication 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 cancelled 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 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 qualification 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.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
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 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 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 two and one-half percent (2 ½%) of the gross monthly labor payroll or the sum of ten dollars (\$10.00) a month, whichever is greater. 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

Fringe Benefits

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

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

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

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

Section 6.02. The employer agrees to pay the amount which is reflected in Article III, Section 3.05, for each hour worked by all employees covered by this agreement, to the Electrical Workers Local Union 369 Benefit Fund all in accordance with and pursuant to the provision, conditions and benefits provided for in that certain Trust Agreement by and between the International Brotherhood of Electrical Workers Local Union 369 and the Louisville Chapter of the National Electrical Contractors Association, Inc., dated December 2, 1952, together with any and all amendments thereto.

The Benefit Fund shall be administered pursuant to the terms and conditions as set forth in the aforementioned Trust Agreement.

The payment of Employer's contributions to the Fund shall be made to a bank depository selected by the Trustees in a manner and form prescribed by the Trustees and shall be considered delinquent after the 15th of the month following the close of the last monthly payroll.

Section 6.03. All employers agree to withhold from all participating employees covered by this Agreement five percent (5%) of each employee's gross wages to be paid monthly to the Electrical Workers Local 369 Vacation Plan. Employee participation in the plan shall be voluntary. Upon referral, employees will be given the option of signing a written authorization to have vacation funds withheld. Withholding shall commence only upon the Employer's receipt of such authorization and shall continue for a period of not less than six (6) months. After six (6) months have elapsed, the employee may elect to discontinue withholding for a period of not less than six (6) months. Current employees participating in the plan as of the effective date of this Agreement will be given the option of continuation or withdrawal of withholding authorization.

An employee shall be entitled to a voluntary payroll deduction in excess of 5% for a period of not less than six (6) months. The employee may cancel, but may not renew or change the amount of such voluntary payroll deduction during the period of six (6) months following the initial request.

The Employer agrees to furnish on the monthly transmittal form, all necessary information required for proper and efficient administration of the Plan, including the names, social security numbers, hours worked, and the amount of Vacation Saving Plan Withholding for each employee.

The depository shall be selected by the Union, and shall be provided by the Union with a list of Employees, party to this Agreement.

Section 6.04. For the period beginning June 5, 2002, and ending May 27, 2003, the Employer agrees to pay the Electrical Workers Local Union 369 Retirement Fund contribution of 14% of each classification hourly wage rate for each hour worked. Beginning May 28, 2003, the rate shall be 15% of the classification hourly wage rate for each hour worked. However, no Local Union retirement shall be contributed on 45% and 50% apprentices.

These payments shall be made to the Electrical Workers Local Union 369 Retirement Fund all in accordance with and pursuant to the provisions, conditions and benefits provided for in that certain Trust Agreement by and between the International Brotherhood of Electrical Workers Local Union 369 and the Louisville Chapter of the National Electrical Contractors Association, Inc., dated September 1, 1978, together with any and all amendments thereto.

The Retirement Fund shall be administered pursuant to the terms and conditions as set forth in the aforementioned Trust Agreement.

The payment of Employers' contributions to the Fund shall be made to a bank depository selected by the Trustees in a manner and form prescribed by the Trustees and shall be considered delinquent after the 15th of the month following the close of the last monthly payroll.

Section 6.05. The Employer agrees to furnish on the monthly transmittal form all necessary information and payment as required by the Benefit Fund, Retirement, Vacation, and Apprenticeship Trust Funds to be received on or before the 15th of the month following the close of the last payroll on the preceding month. The individual Employers who fail to remit as provided above, within 72 hours, notice in writing served by the Union shall:

- (1) Provide a Bond as required in Article II, Section 2.04 or;
- (2) Show satisfactory proof that the required payment has been paid.

The failure of an individual Employer to comply with the provisions of Sections 6.01, 6.02 and 6.03 shall also constitute a breach of this Labor Agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contribution to such funds which have resulted from the violation.

ARTICLE VII National Electrical Industry Fund

Section 7.01. The parties agree to the establishment of a legally constituted trust to be called the 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.

ARTICLE VIII Labor Management Cooperation Committee (LMCC)

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

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry.
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperative 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 8.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC AND Local LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03. Each employer shall contribute one cent (\$.01) per hour worked under this agreement, up to a maximum of 150,000 hours per year, to the National LMCC and nine cents (\$.09) per hour worked under this Agreement up to a maximum of 200,000 hours per year, to the Louisville LMCC. 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 Louisville Chapter NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part

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

ARTICLE IX Safety

Section 9.01. Two Journeymen shall work together on all energized circuits or equipment carrying 440 volts AC or 250 volts DC or respective higher voltages.

APPRENTICES SHALL NOT WORK IN OR ON ANY APPARATUS WHERE ANY VOLTAGE IS IN EXCESS OF 50 VOLTS, UNLESS UNDER THE SUPERVISION OF A JOURNEYMAN.

Section 9.02. The Employer shall furnish all personal safety equipment (i.e., hard hats, safety glasses, ear plugs, protective gear for workers engaged in welding and cutting operations, fall prevention gear, etc.) when such is required.

Section 9.03. (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) A safety program calling for a reporting system of all "on the job" accidents. The basic requirements for such a system are already in existence as all insured employers are required to submit "Employer's First Report of Injury" forms to the Insurance Carrier and to the State Industrial Accident Board on each and every accident where an employee required medical assistance and/or loses time from the job. (In the case of Employers who are self-insured, an accident report file is usually maintained.) The following system of accident reporting is desired.

(c) All Employers, by contractual agreement, shall forward to the Local Business manager within forth-eight (48) hours of any accident a legible copy of the "Employer's First Report of Injury." The Business Manager shall forward it to the Director of Safety, 1125 Fifteenth Street, N.W., Washington, D.C. 20005.

In the event of a fatal injury, the Employer shall immediately inform the Local Business Manager by telephone and all available information forwarded by wire to the Director of Safety.

(d) All serious accidents shall be investigated by the local Business Manager, or such person as he may designate.

ARTICLE X Standard Work Rules

Each employment applicant shall read the following work rules at the commencement of his employment. Any person who is found in violation of any of the following rules is subject to immediate dismissal. These rules shall be inclusive, and any reasonable change, addition or deletion shall be approved by the Labor-Management Committee.

Section 10.01. Employee shall report promptly and shall be ready for work at the designated starting time.

Section 10.02. Employee shall put tools away at the end of the workday prior to quitting time as directed.

Section 10.03. The use of illegal drugs, or drinking of intoxicants is prohibited.

Section 10.04. Inefficiency, loafing, carelessness, chronic absenteeism or tardiness or failure to remain at the designated place of work during working hours will not be tolerated. It shall be the responsibility of the employee to notify the employer or the employer's representative on the job (foreman, general foreman, etc.) when an absence occurs. Failure to do so will be considered sufficient grounds for termination of employment.

The Joint Labor-Management Committee recognizes that the cellular telephone has become the most widely accepted and practical means of communication available. Therefore, it shall be the policy of the Joint Labor-Management Committee to allow reasonable, limited use of personal cell phones on jobsites when it is not in conflict with the rules and regulations of the Owner.

It is requested that outgoing calls be made only during work breaks and lunch periods except in cases of emergency or urgency. When answering incoming calls on company time, employees are encouraged to answer and take a message or engage in brief conversation only to avoid interfering with the progress of the job.

Section 10.05. Flagrant OSHA or safety abuses will not be tolerated.

Section 10.06. Theft, sleeping, horseplay, gambling, or rowdyism on the job will not be tolerated.

Section 10.07. Any abuse of Company tools and/or equipment will not be tolerated.

Section 10.08. Failure to extend proper respect to a customer and/or his representative.

Section 10.09. Thirty (30) minute lunch periods shall be prompt and taken at designated times.

Section 10.10. Employees will be afforded a work break at their work stations not to exceed ten (10) minutes in the morning and ten (10) minutes in the afternoon. When overtime of more than one (1) hour is worked, an additional 10-minute rest period shall commence at the beginning of the ninth hour and at each succeeding four-hour interval. It is understood that work breaks will not create a general work stoppage. If the work station environment is not suitable, special arrangements will be made to establish an area close by.

ARTICLE XI Prior Agreement

This Agreement, and any Letters of Memorandum or Understanding signed on or after this date shall be the only Agreement between the parties, and any prior Agreement whether written or verbal is hereby declared null and void.

ARTICLE XII

Section 12.01. Individual Employers who fail to remit as provided, shall be 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 made.

Section 12.02. (a) The failure of an individual Employer to comply with the provisions shall also constitute a breach of this Labor Agreement. As a remedy for such violation, the Labor-Management Committee is empowered, at the request of the Union, to require an Employer to pay into the affected Joint Funds established under this Agreement any delinquent contributions to such funds which have resulted from the violation.

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

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.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

SIGNED:
LOUISVILLE CHAPTER NATIONAL
ELECTRICAL CONTRACTORS
ASSOCIATION, INC.

SIGNED:
LOCAL UNION 369, IBEW

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____