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2,400 workers

AGREEMENT

BETWEEN

**St. Louis Chapter,
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION**

AND

**Local Union No. 1
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

EFFECTIVE

JUNE 1, 2001 UNTIL JUNE 1, 2004

FINAL

AGREEMENT

between

**St. Louis Chapter
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION
and
Local Union No. 1
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

Agreement by and between the St. Louis Chapter, NECA, and Local Union No. 1, 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 St. Louis Chapter, NECA, and the term "Union" shall mean Local Union No. 1, IBEW.

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

WITNESSETH:

THAT, WHEREAS, the parties to this Agreement desire to promote a better understanding between themselves in the relation of Employer and Employee and desire to prevent strikes, lockouts, and disagreements, and desire to settle all grievances and disputes which may from time to time arise between them in a peaceful manner.

NOW, THEREFORE, in consideration of the above desire, and in further consideration of the mutual covenants and agreements hereinafter set out, it is agreed between the parties hereto as follows:

ARTICLE I

Effective Date - Changes - Grievances - Disputes

Period of Agreement

Section 1.01 This Agreement shall take effect June 1, 2001, and shall remain in effect until June 1, 2004, 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.

Notice of Amendment

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 notify the other in writing at least ninety (90) days prior to the expiration date of the Agreement or anniversary date occurring thereafter.

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

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

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

(e) By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, may jointly, with the Union, submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. Such unresolved issues shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decision shall be final and binding.

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

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

Amendment by Consent

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.

No Strike or Lockout

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

Joint Labor Management Committee

Section 1.05 There shall be a Labor-Management Committee of **three (3)** representing the Union and **three (3)** representing the Employer. 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.**

Adjustment of Grievances

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.

Voting and Quorum

Section 1.07 All matters coming before the Labor-Management Committee shall be decided by majority vote. **Four (4)** members of the Committee, **two (2)** from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Council on Industrial Relations

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 matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II

Employer Rights - Union Rights

Workers' Compensation

Section 2.00(a) For all Employees covered by this Agreement, the Employer shall carry Workers' Compensation insurance with a company authorized to do business in this state, social security and such other protective insurance as may be required by the laws of the state in which the work is performed. **The Employer shall designate a management employee who is familiar with the appropriate workers compensation rules, laws, and procedures, and who shall interact with and assist injured bargaining unit employees as to processing claims. This individual shall facilitate access to owner or contractor-controlled workers' compensation insurance programs. This person shall be responsible to provide employees with information concerning their rights to seek first aid or medical treatment. The Employer shall make contributions to the State Unemployment Compensation Commission, regardless of number of Employees, and shall have a license to operate when and where necessary. When an Employee is injured on the job and instructed in writing by a physician to stay off the job, he shall receive a full day's pay for the day the injury occurred.**

(b) The Joint Labor-Management Committee is authorized to negotiate terms to provide a collectively bargained alternative to state-mandated Workers' Compensation Insurance.

Definition of Employer

Section 2.01 Certain qualifications, knowledge, experience, an employee who maintains the proper electrical license (as required by Ordinance in the area where work is performed), and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements and timely contributions to fringe benefits as required in Article VI, employing not less than one Journeyman Wireman.

Management Rights

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

Storing of Tools

Section 2.03 The Employer shall provide metal gang boxes or other suitable secure place, under lock and key, for storing and safekeeping of Employer tools and material and Employees' tools.

Bonding of Employers

Section 2.04(a) A surety bond (or a bank letter of credit) to assure payment of wages and contributions due to the various funds set forth in Article VI of this Agreement shall be delivered by an employer as follows:

- (1) Simultaneously with the initial execution of a Letter of Assent to this Agreement;
- (2) If the employer fails to make timely contributions to any of the Funds as required under Article VI of this Agreement.

If the employer has no delinquency in payment of fringe benefits during a five-year period, this requirement for surety bond shall terminate. However, should one or more employers engage in a joint venture, the terms of Section 2.04(b) shall apply. Should one or more employers merge or consolidate resulting in an increase in manpower, of at least 50%, the terms of Section 2.04(b) shall apply, if the conditions below are not satisfied.

Merged or consolidated employers whose combined workforce would be more than twenty (20) employees shall be required to provide documentation of financial responsibility to the Administrative Manager of the IBEW/NECA Service Center, to verify the financial capability of the merged companies to adequately fulfill obligations for wage and fringe benefit payments. If financial capability of the employer(s) is not approved by NECA and the IBEW, the terms of Section 2.04(b) shall apply.

All references to surety bond in this section also apply to a bank letter of credit.

(b) Surety bonds shall be furnished in accordance with the following schedule:

Level 1	1 to 3 employees	\$ 15,000.00
Level 2	4 to 7 employees	25,000.00
Level 3	8 to 12 employees	30,000.00
Level 4	13 to 16 employees	50,000*
Level 5	17 to 20 employees	70,000*
Level 6	21 to 25 employees	85,000*
Level 7	26 to 50 employees	175,000*
Level 8	51 to 75 employees	260,000*
Level 9	76 to 100 employees	350,000*

For each additional 25 employees over 100, an additional \$85,000 will be added to the bonding schedule. Example: 125 employees = \$435,000.

*Changes shall not apply until December 1, 2001.

If a higher bond is required under this schedule because of an increase in the number of employees covered by this Agreement, it shall be delivered within thirty (30) days after the end of the month in which the employee increase occurs.

The surety bond must be in a form satisfactory to the Administrative Manager of IBEW-NECA Service Center, Inc. The surety bond must be written by a surety company on the current U.S. Treasury Department list of "Surety Companies Acceptable on Federal Bonds." The surety company or bank must not have previously defaulted on its obligations for wages or fringe benefits under this Agreement.

(c) If the required surety bond is not timely delivered to the Administrative Manager of IBEW-NECA Service Center:

- (1) Workmen are not to be dispatched under the terms of Article IV of this Agreement;
and
- (2) Such failure shall be subject to such additional remedy as may be determined by the Labor-Management Committee.

(d) If the surety bond is not sufficient to pay the full amount of claims for all of the Trust Funds in Article VI, the claims of the Funds, other than the Electricians' Salary Deferral Plan Trust Fund and the NECA-IBEW Market Research, Development and Public Relations Fund, shall first be fully satisfied before any claims of these two Funds are recognized.

Exclusive Bargaining Agent

Section 2.05 It is agreed that the Union, its agents, representatives or successors, is recognized herein as the sole and exclusive bargaining agent representing the Employees of the Employer as herein defined and set forth in the following sections.

Employees Contracting and Employers Working

Section 2.06(a) Employees performing work covered under the provisions of this Agreement, except those meeting the requirements as Employer, as herein defined, shall not contract for any electrical work.

(b) No Employer, or spouse of an Employer, shall perform any type of electrical work, unless at least one (1) additional journeyman is employed by the Employer. No Employer, or spouse of an Employer, assented to the Agreement prior to June 1, 1992 shall perform any type of electrical work, unless at least one (1) additional Journeyman is employed. Upon the employment of a fourth (4th) person (Journeyman Wireman or Apprentice), the Employer or the above-mentioned person, shall cease performing electrical work.

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 a 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 2.09 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.

Admittance to Projects

Section 2.10 It is further agreed that in the event the Business Manager of the Union or his assistants are denied admittance to projects where Employees are working under the terms of this Agreement, the Union reserves the right to remove the men from the job.

Assistance to Other Labor Organizations

Section 2.11 This Agreement does not deny the right of the Union or its Business Manager 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. No removal shall take place until notice is first given to the Employer involved.

No Restriction on Tools

Section 2.12(a) There shall be no restrictions of tools, machinery, or anything simplifying electrical construction work. It shall be the right of each Employee to refuse to use dangerous tools or equipment.

(b) There shall be no restriction upon the utilization of any material, including manufactured components and assemblies of component parts, available as **Standard Catalog items, bearing U.L. or NEMA labeling, available from an electrical manufacturer or as Standard Catalog items available from a distributor. Assemblies of component parts available as Standard Catalog items available from a manufacturer of voice-data-video products or other related specialized systems may also be utilized provided such assemblies are specified, in advance, by the customer or customer provided.** *The new language will take effect October 1, 2001.

Contractors shall not outsource the fabrication of assemblies of component parts, or other materials that do not meet the above-listed standards, as addressed in Section 2.20(e). The Union reserves the right to address a violation of this subsection through Section 2.20 and Section 2.27.

(c) No Employee shall work from a straight ladder of over sixteen feet (16') in height in places of public traffic access, unless said ladder is protected by either another journeyman or an apprentice.

Employer Furnished Tools

Section 2.13 Wiremen will not furnish the following list of tools: All pipe working tools, such as stocks and dies, cutters, large reamers, hickies or benders, and wrenches eighteen inches (18") and larger, all ladders, electric drills, electric hammers, stone and concrete points, drills, all wood bits, taps and files, all wire-pulling devices, box cutters; all hoisting and welding equipment; all other tools and equipment which were previously furnished by the Employer under former Agreement.

Employers shall furnish transportation for Employer's tools, materials and all chauffeur's licenses that are necessary in the Employer's business.

Employee Tools

Section 2.14(a) Employees other than apprentices shall have in their possession one (1) tool box which shall contain at least the following tools to be furnished by the Employer:

Hammer
Hack Saw Frame
6' Rule
Small Metal Torpedo Level
2 - Wrenches either strap, pipe,
or large Channellock
2 - Regular Size Channellocks
Diagonal Pliers
Side Cutting Pliers
Needle Nose Pliers
1 - Brace
18" Extension for Brace
1 - Plumb Bob
Small Reamer - up to 1"

Tap Wrench
Assortment of Screwdrivers
(Standard and Phillips head)
Voltage Tester for testing up to 440 volts
Hammer Twist Drill Holder
Center Punch
Knife
Keyhole Saw Handle
Combination Square 12"
Crescent Type Wrenches up to 10"
1 Chalk Box and Line
Tool Box that can be locked

Tools for Apprentices

(b) All apprentices shall add to their tools as rapidly as possible until they have a complete set of tools.

Employer Provided Plans

(c) On the initial start of the job, an employee shall be allowed to transport employer provided plans and specifications directly to the job in his/her personal vehicle during regularly scheduled working hours.

Stewards

Section 2.15 The Employer agrees that the Union shall have a working shop steward in each shop and a working job steward on each job requiring two (2) or more men. The Business Manager of the Union, or his representative, shall advise the Employer in writing of the name of the workman selected to serve as steward and a copy of this letter shall be sent to a representative of the St. Louis Chapter, NECA.

Adequate time is to be used by stewards in the performance of their duties. Stewards shall notify their supervisor prior to commencing steward's duties. Stewards, Foremen or General Foremen shall cooperate and confer with each other in an effort to clear up differences of opinion or jurisdiction.

Consideration shall be given to retaining the steward for the duration of the project. Should this not be the case, the Business Manager's office shall be notified by **noon the day preceding the steward's transfer, discharge or layoff. If notification takes place after noon, an additional work day must be provided, unless mutually agreed otherwise. (Example: Contractor notifies Business Manager's office at 11:00 a.m. Monday; Steward may be transferred at the end of the work day Tuesday. Contractor notifies Business Manager's office at 2:30 p.m. Monday; Steward may be transferred at the end of the workday Wednesday).**

No steward shall be discriminated against by an Employer because of his faithful performance of duties as steward. The Union shall be notified before a steward's employment is terminated by reason of discharge or layoff, and when a steward is transferred. Upon request, a written explanation shall be furnished to the Business Manager's office stating the reason for discharge, transfer or layoff.

The steward, upon approval by the Business Manager, shall have the right to file a grievance which shall be processed in accordance with the terms of Sections 1.04 through 1.08 of this Agreement. 8

On any job or project employing twenty (20) or more men working under the terms of this agreement, the rate of pay for the steward of record shall be \$.50 an hour above the journeyman wireman rate. This rate of pay is to compensate the steward for duties other than union duties, that assist the foreman or general foreman in accordance with past practice and not in conflict with this agreement.

Maintenance of Membership

Section 2.16 All Employees, including but not limited to Journeyman Electricians and their Apprentices, in the bargaining unit who are members of the Union on the effective date of this Agreement shall, as a condition of employment or continued employment, be a member of the Union on the effective date of this Agreement, and shall maintain such membership and have their current dues paid during the life of this Agreement.

Joining Union

Section 2.17 Any Employee, including but not limited to Journeyman Electricians and their Apprentices, who is not a member of the Local Union and any Employee who is hired on or after the effective date of this Agreement shall join the Local Union on or after thirty-one (31) days following the effective date of this Agreement or following his date of employment, whichever is the later, and must maintain his membership for the life of this Agreement.

Respecting Work Jurisdiction

Section 2.18 The Employer further recognizes that it will respect the work jurisdiction of the Union and shall not direct or require Employees or other persons other than the Employees in the bargaining unit here involved to perform work which is recognized as the work of the Employees in said unit.

Section 2.19(a) The Employer understands that the Local Union's jurisdiction, both trade and territorial, is not a subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determination.

(b) The Employer further recognizes that the installation of all conduits or other raceways for the wires, fiber optics, and/or cables for master television antenna systems, sound and public address systems, intercommunication systems and annunciator systems shall be performed by Employees of the bargaining unit.

(c) The complete installation of annunciator systems, where sound is not a part thereof, shall be performed by Employees of the bargaining unit. These systems shall include but are not limited to annunciator systems, surveillance, card access systems, electronic data processing systems, and fire alarm systems.

The complete installation of energy management systems, industrial process control systems, HVAC controls and associated systems shall be performed by employees of the bargaining unit.

Multi-usage systems will be determined by Local Union No. 1, IBEW jurisdictional guidelines.

(d) All hangers, brackets and supports, except Standard and Catalog Units, cutting and threading of conduit and service assemblies not fabricated on the job, shall be fabricated by employees under the terms of this Agreement.

Section 2.20 On any electrical job started non-union which is made Union, the terms of any agreement shall be transmitted to the National Electrical Contractors Association. Any Employer that signs a Letter of assent to this Agreement shall bid and perform all work on projects not under contract at the date the Letter of Assent is signed under terms of this Agreement.

Placing Workmen in Classification and Handling of Material

Section 2.21 The Employer agrees that all men employed by him to perform work covered by this Agreement, shall be placed in their proper classification and shall handle, assemble, install, erect, connect and maintain all equipment and apparatus, and shall handle all material required in the production and use of electricity.

Maximum Union Security

Section 2.22(a) It is the intent of the parties to this Agreement that the Union shall have the maximum union security possible under the law. In the event that any change in the applicable laws, or the interpretation by a court of competent authority takes place during the life of this Agreement, such favorable change shall be incorporated by reference in this Agreement until such time as the Union and the Employer agree to meet within one week after one party has notified the other and adjusts the union security provision of this Agreement so that the Union will continue to have the maximum security permissible under the law. The term "Employee" or "Employees," as used hereinafter, shall mean the workman or workmen employed by an Employer and covered by the terms and conditions of this Agreement.

(b) Employers may require compliance with employer and/or project work rules, not in conflict with the Agreement. It is understood that the Union has a right to represent the interests of the employee and to assure compliance with the Working Agreement. The St. Louis Chapter, NECA and Local Union No. 1, IBEW have mutually agreed to the following terms for implementation of employer and/or project work rules:

- 1. Each employee shall be provided with a complete copy of employer and/or project work rules, including all specified attachments and procedures. A copy of each work rule document shall be mailed to Local Union No. 1, IBEW and the St. Louis Chapter, NECA.**
- 2. Each employee shall sign a copy of the applicable employer and/or project work rules (or similar acknowledgement document), if requested to do so.**
- 3. The employer acknowledges that all enforcement of employer and/or project work rules (including discipline) shall be administered by supervisory personnel of the signatory employer.**
- 4. The Agreement creates binding obligations for both employers and employees. It is mutually agreed that the grievance procedure specified by this Agreement shall be utilized to resolve all disputes. Employee signature to the above-referenced work rules shall not limit rights or obligations applicable to either employers or employees (including discipline) specified by the Agreement.**

(c) A member of this Union working under the terms of this Agreement, holding an elective office, shall not be discriminated against for administering the duties of his office.

(d) Contractors have the right to subcontract work to other contractors signatory to IBEW Agreements (the Inside and Communication Agreements between the St. Louis Chapter, NECA and Local Union No. 1, IBEW). Article IV - Hiring Procedures require contractors to utilize the Hiring Hall as the source for referral of manpower. Contractors shall notify the St. Louis Chapter, NECA and Local Union No. 1, IBEW, in writing, on a form prescribed and furnished by the Union and the Chapter, of the Scope of Work for projects subcontracted to other IBEW contractors to avoid misunderstandings concerning these issues.

Assigning and Subletting Work

Section 2.24 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 provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Employees Injured or Becoming Sick on the Job

Section 2.25 In the event an Employee becomes sick or is injured on a job during working hours, he shall be allowed time required to receive initial medical attention. If a sick or injured Employee is unable to travel to doctor or hospital unaided, the Employer shall see to it that one of his representatives shall accompany him and should it be an Employee working under the provisions of this Agreement, he too shall be allowed time to accompany sick or injured employee. Employer shall post on job a list of hospitals, doctors, and ambulance service.

Vehicle Identification

Section 2.26 Employer agrees to identify all vehicles used primarily to transport material, tools, workmen, or equipment for work, with respect to work covered by this Agreement. The firm name and location must be affixed on both sides of each vehicle in a permanent manner with two-inch legible letters accepted as a minimum. Removable signs do not comply with this Section.

The Employer may utilize a leased, rental or newly purchased vehicle without the vehicle identification specified above for up to three (3) months, provided the Union is so notified.

Liquidated Damages

Section 2.27 As a remedy for violations of Section 2.24, the Labor-Management Committee or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, is

empowered, at the request of the Union, to require an Employer to pay liquidated damages at the rate of \$1,000.00 per day for each day that an Employer violates Section 2.20(b) with a job of ten (10) Employees or less, and \$2,000.00 per day for each day that an Employer violates Section 2.20(b) with a job of eleven (11) or more Employees. Liquidated damages shall be computed separately for each job which violates Section 2.20(b).

Lesser damages may be awarded, if the Employer produces adequate records of the actual hours of work involved in the violation; in such case, damages will be paid at the journeyman rate of pay, established under this Agreement, for each such hour.

Damages will be paid one-half to the IBEW Local No. 1, Health and Welfare Fund and one-half to the Apprenticeship and Training Trust Fund.

The Joint Labor Management Committee or the Council on Industrial Relations may provide for any other remedy that it may deem appropriate as an additional remedy, or in place of part of the damages stated in the Paragraphs above.

Successorship Clause

Section 2.28 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations contained herein shall be affected, modified, altered or changed in any respect whatsoever by the sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership or management of either party hereto.

Installation in Accordance with Codes

Section 2.29 All of the work performed by the men is to be performed in accordance with the rules and regulations that are in effect in the Board of Public Service, Department of Public Safety, Electrical Inspection Section, of the City of St. Louis, Missouri, and that are in effect in the Department of Public Works and Building Regulations, Office of Electrical Inspection of St. Louis County, Missouri. In the jurisdiction where no licensing or inspection law is required, the minimum standard for wiring shall be the National Electrical Code.

The journeyman shall be required to make all necessary corrections in work for which he is responsible and to make said corrections on his own time during regular working hours provided he first be given the opportunity to correct same. The Union will notify the contractor representative on the job (if there is one) of such problems and will coordinate the required correction with that representative. The Union will coordinate corrections with the contractor if no job site representative is available. The Union expressly agrees to be held responsible under this Agreement for enforcing this rule, requiring compliance therewith by its members. Failure of any Employer to install work in compliance with the aforementioned standards, as interpreted by the proper enforcing authorities, shall be sufficient cause for cancellation of this Agreement.

Serving as Electrical Inspector

Section 2.30 It is agreed that an Employee while working at the trade as a journeyman electrician, shall not at the same time serve as an electrical inspector, and it is further agreed that an Employer, member of his firm or employee of his firm, while engaged in the electrical contracting business, shall not at the same time serve as an electrical inspector.

ARTICLE III

Hours - Wages - Working Conditions

Work Day and Work Week

Section 3.01 On all commercial and industrial projects, the work day/work week will be determined by the number of applicants registered on Group I and the conditions set forth below. All changes in the work day/work week will continue a minimum of two payroll months (approximately nine weeks). Men shall be on the job ready to begin work at their regularly assigned starting time and shall remain at work until their regularly assigned quitting time. Employer may stagger the starting time of men or crews on jobs or projects. One-half hour shall be allowed for lunch between the hours of 11:30 a.m. and 1:00 p.m. All tools and equipment shall be put in a safe place starting ten minutes or more prior to the regularly assigned quitting time, at the discretion of the employer.

(a) Work Day/Work Week - Eight Hour Day/Forty Hour Week

When the number of applicants registered on the out-of-work list in Group I is less than 160, the parties shall meet to institute a work day/work week consisting of eight hours a day reckoned between 7:00 a.m. and 4:30 p.m. Forty hours will constitute a work week from Monday through Friday inclusive. This work day/work week will continue as long as the applicants on Group I are less than 160 at review time. Between the hours of 7:00 a.m. and 6:30 p.m., Monday through Friday, up to two hours per day shall be paid at the rate of one and one-half times (1.5X) the hourly rate for overtime work. Double time (2X) shall be paid for hours worked in excess of the first two (2) hours of overtime.

(b) More than 160 Applicants but less than Work Sharing Requirements

When the number of applicants registered on the out-of-work list in Group I exceeds 160 but is less than the Work Sharing Requirements, the work day/work week shall consist of 7.5 hours a day reckoned between 7:00 a.m. and 4:30 p.m. Thirty-seven and one-half (37.5) hours will constitute a work week from Monday through Friday inclusive. Between the hours of 7:00 a.m. and 6:30 p.m., Monday through Friday, up to two (2) hours per day of unscheduled overtime shall be paid at the rate of one and one-half (1.5) times the hourly rate. Double time shall be paid for hours worked in excess of the first two hours of unscheduled overtime.

(c) Work Sharing Period

When the number of applicants registered on the out-of-work list in Group I exceeds 240 and the top 60 applicants have been registered for eight weeks or more, the parties shall meet to institute a "work sharing period." A work sharing period will be two payroll months (approximately nine weeks). During a work sharing period, employees will be required to take off days equal to one day per week. The days off will be in whole week intervals or by individual days, as determined by the employer. The work week will be thirty-seven and one half hours per week, according to Section 3.01(b), during the work sharing period. The "Work Share Guidelines" will be attached as part of this Agreement and may be adjusted by mutual agreement of the parties. In the seventh week of a work sharing period, the hiring hall list will be reviewed by the parties. If the number of applicants registered on Group I is 200 or less, a work day/work week will be established as per Section 3.01(b). If the number of applicants registered on Group I is less than 150, a work day/work week will be established as per Section 3.01(a).

(d) For establishing the appropriate work day and all other purposes (except calculation of travel expense as defined by Section 3.10 of this Agreement) the following geographical zones are defined: Zone I shall include St. Louis City, St. Louis County, St. Charles County, Franklin County, and Jefferson County. Zone II shall include Lincoln, Warren, St. Francois, Ste. Genevieve, Perry, Bollinger, Scott, Cape Girardeau, Washington, Iron, Reynolds, Madison, Wayne, Carter, Butler, Ripley, Stoddard, Mississippi, New Madrid, Dunklin and Pemiscot Counties.

The work day for all work in Zone II regardless of the project size or applicable wage rates shall be eight (8) hours and the work week shall be forty (40) hours.

Work Sharing Termination

(e) During periods of Work-Sharing, an employee working in Zone I as defined by Section 3.01(d) and transferred to work in Zone II (or Zone II employees transferred to Zone I) shall be given the right of refusal for such transfer. If employee refuses such transfer, termination will be by reduction in force, however the Reverse Order of Layoff provisions specified by Article IV, Section 4.21 shall not apply. Termination to be consistent with Section 3.18(a).

Voluntary Reduction Work Week

(f) When an Employer voluntarily reduces the work week within his shop, the Employer will attempt to distribute available hours fairly among those Employees within the same classification or those Employees performing similar types of work (i.e. service work, construction projects, tenant work, etc.).

Inclement Weather

(g) Employees reporting to their regularly designated time and place to perform their work will not be laid off due to inclement weather, but will be assigned to other jobs when work is available or be supplied suitable protective gear to allow them to perform their work in a safe and protected manner.

Overtime Rate and Holidays

Section 3.02(a) It is agreed that scheduled overtime is undesirable and not in the best interests of the industry or the workmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime shall be kept at a minimum.

(b) Except where the terms of Sections 3.01(a), (b), 3.02(e) and Section 3.15 hereof are applicable, double time shall be paid for all work on Commercial and Industrial projects performed outside of the regularly scheduled working hours and on Saturdays, Sundays and the following legal holidays, or days that may be celebrated as such, and as designated by the federal government:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day

(c) In the event one of the above holidays falls on Saturday, the holiday shall be celebrated on Friday. If the holiday falls on Sunday, the holiday will be celebrated on the Monday following.

(d) It is understood and agreed that the terms of this Section shall be construed by both parties hereto to comply with the overtime provisions of the Fair Labor Standards Act.

(e) On emergency calls and service work in existing, occupied facilities between the hours of 4:00 p.m. and 12:00 midnight, Monday through Friday, requiring the services of not more than two men, up to two hours per day shall be paid at the rate of one and one-half times (1.5x) the hourly rate. Double time (2x) the hourly rate shall be paid for hours worked in excess of the first two (2) hours. The regular work day shall consist of seven and one-half (7-1/2) hours reckoned between 7:00 a.m. and 5:30 p.m.

Emergency calls and service work shall be defined as projects not requiring a foreman for the purpose of repair, replacement or additions to electric equipment.

The conditions of Section 3.02(e) above shall apply to a specific job or project only and are not intended to be utilized for ongoing work, Monday through Friday, at the one and one-half times hourly rate, on any one specific job or project.

No Work on Labor Day

Section 3.03 No work shall be performed on Labor Day, except in emergency cases. If emergency work is performed, the Local Union office shall be notified the following day.

No Work Outside Regular Working Hours

Section 3.04(a) Employees (other than supervisory personnel, including engineers, draftsmen and estimators) regularly performing work covered under the provisions of this Agreement, shall not be allowed to receive plans or to do work of any description before or after working hours or on Saturday, Sunday and holidays for the Employer, unless he be paid the appropriate overtime rate of pay.

Attendance at Classes and Meetings

(b) Employees required by their Employer to attend any meetings or educational classes at the Employer's place of business, or at any other location, shall be compensated as provided for in this Section. However, it is understood and agreed that if the Employee voluntarily elects to attend sponsored courses, training classes or meetings, he shall not be compensated in accordance with this section. Employers are encouraged to open voluntary courses, training classes and meetings to as many employees as is practical for the given situation.

Overtime Work

Section 3.05(a) When it is necessary to work overtime, preference shall be given to men on the job before others shall be allowed to work, which said overtime shall be distributed as equally as is practical among the workmen employed thereon. In no case shall workmen not employed on such job be placed on overtime work until workmen so employed during regular hours have been given first preference and so assigned.

(b) On jobs where overtime work is required, the Employer will offer this overtime work to his workers and will not call in foremen or general foremen to work as journeymen, unless journeymen are not available in the shop. **Foremen and general foremen are eligible for overtime assignments to work as foremen or general foremen without restrictions.**

(c) Whenever Employees work overtime in excess of four hours, they shall also be allowed a one-half (1/2) hour meal period with pay provided, however, this shall not apply to the noon day lunch period on Saturdays, Sundays or holidays. Men must report to the Union office before starting the overtime work, except when permission is granted to the steward of the job to make such reports.

Pay Week and Pay Day

Section 3.06 (a) The regular pay week shall be Saturday, 12:00 midnight, through Saturday, 12:00 midnight, inclusive. Men shall report their full time and travel expense allowances by 8:30 a.m. Monday of each week and shall be paid not later than the end of the regular work day the following Friday.

(b) If a holiday falls on Friday, the pay week shall end on Thursday, and this shall be considered to be the pay day for the pay week ending the previous Friday; and if a holiday falls on Monday, men shall report their full time and travel expense allowances by 8:30 a.m. Tuesday. Men are to be paid by cash or check on the job or at the office of the Employer, provided the men are allowed time and extra carfare to reach the office. Upon receipt of written approval of individual Employees, the Employer may mail checks to Employees, provided that the checks must be mailed to be postmarked not later than 12:00 midnight on Thursday, except in the case where a holiday occurs, then the check shall be mailed on Wednesday. During the month of December when checks are mailed, they shall be postmarked not later than 12:00 midnight on Wednesday.

Upon receipt of written authorization of individual employees, on a form approved by IBEW and NECA, the Employer may implement electronic transfer of funds directly into the employee's designated bank account. Final pay shall be issued in accordance with Article III, Section 3.18(a) in the event of termination of employment or, Section 3.18(b) for an employee who voluntarily quits. Electronic transfers, when authorized, shall be implemented so that funds are available by the end of the workday Friday. Printed payroll reports similar to paycheck stubs, shall be mailed in accordance with the paycheck schedule to any employee authorizing electronic fund transfer to document hours paid, overtime and wage calculations.

Employees shall be permitted to rescind authorization for electronic fund transfer or mailing of checks, provided the employee notifies the Employer in writing by the end of the workday Friday preceding the payday the rescission is to become effective.

(c) Should employee(s) paycheck(s) be in error, four (4) or more straight time hours, and after mutual confirmation by the Employer and effected employee(s), and the error is not corrected by the end of the next normal workday (defined Monday through Friday), the Employer shall pay a penalty of eight (8) straight-time hours. Confirmation of paycheck errors shall be by the employee's foreman or general foreman responsible for the project.

(d) Mutually confirmed paycheck errors involving straight-time regular pay shortage of less than four (4) hours and errors involving other payroll issues (such as overtime premium, shift differentials, travel compensation, job moves, etc.) may be corrected by any mutually agreeable method but not later than the next paycheck. The Employer shall pay a penalty equal to the paycheck error (but not to exceed eight (8) hours additional pay at straight-time rate) if the employer fails to comply with this provision. Paying this penalty does not relieve the employer from making up the difference in pay as expediently as possible. In the case of a paycheck error following a layoff, employers shall send corrected checks by certified mail to the employee's last known address by the conclusion of the next day that work is scheduled following mutual confirmation of the error.

(e) Paycheck errors resulting from time reported inaccurately or untimely by the employee shall be corrected by the next paycheck following mutual confirmation of the error. The Employer retains the right to collect for overcompensation on paychecks.

Wage Rate

Section 3.07 The following hourly wage rates shall be paid on all non-residential work:

	<u>6-01-01</u> <u>through</u> <u>5-31-02</u>	<u>6-01-02</u> <u>through</u> <u>5-31-03</u>	<u>6-01-03</u> <u>through</u> <u>5-31-04</u>
Journeyman Wireman	\$27.85	\$29.20	\$30.65
Foreman (10% above journeyman rate)	\$30.64	\$32.12	\$33.72
General Foreman (20% above journeyman rate)	\$33.42	\$35.04	\$36.78
Journeyman Technician	\$27.85	\$29.20	\$30.65
Technician Foreman (10% above journeyman rate)	\$30.64	\$32.12	\$33.72
Technician General Foreman (20% above journeyman rate)	\$33.42	\$35.04	\$36.78

Apprentice Wireman Wage Schedule

Section 3.08 Rate of wages to be paid Apprentice Wireman shall be:

<u>Period</u>	<u>Hours</u>	<u>Percent of Journeyman Rate</u>
1st	0-1000	40%
2nd	1000-3000	50%
3rd	3000-4500	60%
4th	4500-6000	70%
5th	6000-7000	80%
6th	7000-8000	90%

Apprentices shall attend classroom instruction at the St. Louis IBEW-NECA Electrical Industry Training Center for one work day per week for five semesters of instruction consisting of twenty-four weeks per semester. Such instruction will be provided on a regular work day of seven and one-half (7-1/2) hours and wages will be paid to the apprentice, in conformance with the above schedule by the Employer.

No Travel Time

Section 3.09(a) No travel time is to be paid before or after working hours to Employees for traveling to or from any job in the jurisdiction of the Union when Employees are ordered to report on the job.

Moving Expense

(b) If Employees are ordered to move from one job to another during the regular work day hours, as defined in Section 3.01, they shall lose no travel time. When furnishing their own transportation, Employees are to be paid five dollars (\$5.00) for each time they move from shop to job, job to job, and job to shop during working hours. Owning an automobile shall not be a condition of employment. Consideration should be given to the effectiveness of mid-day job moves for employees utilizing MetroLink for transportation to the job.

Reporting to New Jobs

(c) When Employees are transferred to a different project for the following work day they shall report to the new job at the regularly assigned starting time with their tools. All personal tools and equipment shall be packed starting ten (10) minutes or more prior to the regularly assigned quitting time, at the discretion of the Employer. Under no circumstances shall Employees leave a project prior to their regularly assigned quitting time.

Travel Expense Outside Region I

Section 3.10(a) Except as provided in Paragraph (b) below, on all jobs within the jurisdiction of the Union, no travel expense shall be paid by the Employer.

(b) Travel expense in the amount of ten dollars (\$10.00) per day shall be paid on all Industrial projects outside of Region I (St. Louis, St. Louis County and St. Charles County), as long as fifteen (15) or more Employees are employed at the job site, counting Employees for all Employers under all contracts.

To receive travel pay, an Employee must:

- (1) Meet the definition of "resident" stated in Section 4.09 herein on the date of referral to the job; and
- (2) The Employee's permanent residence must be in a different region than the region in which the job is located. The regions are as follows:

Region #1 - St. Louis, St. Louis County, St. Charles County.

Region #2 - Lincoln, Warren, Franklin and Jefferson Counties.

Region #3 - Washington, Iron, Reynolds, Wayne, Madison, Bollinger, Cape Girardeau, St. Francois, Ste. Genevieve, Scott and Perry Counties.

Region #4 - Carter, Ripley, Butler, Stoddard, Mississippi, New Madrid, Pemiscot and Dunklin Counties.

Parking Expense and Boundaries

(c) On all projects, fronting on either side of the boundary streets, in the downtown area bounded by the Mississippi River on the East; Chouteau Avenue on the South; 12th Street on the West; and Cass Avenue on the North; also included shall be St. Louis International Airport; Clayton within six blocks of the county Government Center; and the BJC - Barnes Hospital Complex; the Employer shall provide parking facilities or, upon presentation of paid parking receipts, pay Employees for the cost of parking not to exceed **eight (\$8.00)** per day parking allowance.

Employees utilizing MetroLink for transportation to and from the above listed areas shall be reimbursed for round-trip Metro Link commuting, in lieu of parking, provided documentation of fare is submitted not to exceed the **\$8.00** parking allowance.

Workmen Sent Outside Jurisdiction

Section 3.11

(a) Anywhere within the jurisdiction of Local Union No. 1, IBEW, workmen shall be assigned to be on the job ready to begin work at their regularly assigned starting time and shall remain at work until their regularly assigned quitting time. When workmen are sent outside of the jurisdiction of the Union by the employer, they shall be reimbursed for all transportation.

(b) When workmen are assigned to projects outside the jurisdiction, the employer has two options:

1. Assign workmen to report at the start of the work day to a location at the jurisdiction boundary nearest to the project. (For example, a bridge across the Mississippi from Illinois). If this option is assigned, adequate time must be allowed to arrive back at the jurisdiction boundary by quitting time.
2. The employer may assign the workmen to report to the job site outside the jurisdiction at the regularly assigned starting time for that jurisdiction and remain until quitting time. If this option is utilized, a travel time schedule must be designated by the employer and each employee must be notified of this schedule when assigned to the project. The employee shall be reimbursed for reasonable travel time at a rate equal to the individual's straight-time rate of pay. Reasonable travel time shall be calculated by establishing the distance between the project and the nearest Local Union No. 1, IBEW jurisdictional boundary. Normal highway speed limits of 55 miles per hour shall be utilized to calculate travel reimbursement.

For example - Project is 55 miles from jurisdiction boundary at average highway speed limit of 55 mph - Average travel time is one hour each way - two hours are reimbursed for each day at straight-time.

(a) The straight-time reimbursement for time spent driving outside the jurisdiction is a negotiated payment for that purpose only. No fringe benefits are required to correspond to travel reimbursements, provided the contractor separately accounts for such payments. Travel reimbursement is not wages and does not create an obligation for overtime pay.

(b) When the nearest jurisdictional boundary to the project is utilized to establish a common standard for travel reimbursement, all employees, regardless of where they live, shall be reimbursed an identical amount for travel.

(c) When employees are required to pick up a vehicle provided by the employer at the employer's shop and return the vehicle to the shop, the employee shall be reimbursed the applicable overtime rate specified by the Agreement for all travel time that exceeds a standard work day.

(d) When men are sent outside of the jurisdiction of the Union by the employer, and transportation is furnished by the employee, mileage shall be reimbursed at a rate not less than an amount allowed by the Internal Revenue Service. (Currently 34.5¢ per mile). No mileage reimbursement is required if the employer provides a vehicle. Mileage shall be calculated from the nearest jurisdictional boundary of Local Union No. 1, IBEW to and from the project site.

(e) Employees shall be paid for board and lodging.

(f) Employees assigned to jobs outside of the jurisdiction of the Local union shall not receive less than the wage rates and fringe benefits provided for in this Agreement. Employees shall be reimbursed for all licenses, union dues or fees that exceed requirements within the Local Union No. 1, IBEW, jurisdiction. If the total of cash wage rate plus health and welfare, pension, vacation, and holiday contributions which the employer is required to pay for work outside the jurisdiction is less than the total for these items under this Agreement, the employer shall pay the difference each week to the employees as a "wage supplement" or into such Article VI Trust Funds as determined in writing by the Labor-Management Committee. If a pension plan outside the jurisdiction does not immediately fully vest all employees in benefits for all employer contributions (even though it does so vest some employees because of their years of service under the plan), then besides paying such pension contributions to the trust fund outside of the jurisdiction, the employer shall also pay an amount equal to such pension contribution weekly to the employee (regardless of that individual employee's vested or non-vested status) as a "wage supplement" or into such Article VI Trust Funds as determined in writing by the Labor-Management Committee.

Foremen and General Foremen

Section 3.12(a) On each job employing three (3) or more workmen, there shall be a Foreman. Any additional Foremen shall be left to the discretion of the Employer. There shall be no restrictions against the Foreman working with the tools, if desired by the Employer or his representative.

(b) When more than one crew and foreman are required on any given project or job, one shall be designated as a General Foreman. He (General Foreman) shall be permitted to act as foreman over one of the crews. When third (3rd) crew and foreman are added, each of the three (3) shall have its own Foreman, and the General Foreman shall direct **only** the other Foremen. Nothing in this Agreement shall be construed as to restrict any General Foreman from unloading and distributing material that can be hand carried, or **performing work with tools**. Any additional General Foremen shall be left to the discretion of the Employer. If more than one General Foreman is appointed on a specific project, one shall be designated as the management representative **responsible for the project**. This provision is not intended to affect in any way the chain of command or management's right to assign different General Foremen with autonomous authority to multiple contracts on the same project or job site. The Employer shall name his own Foremen or General Foremen.

(c) The Employer or his representative shall issue orders to the Foremen and they to the men. Should a General Foreman be employed, orders are to be issued to him and he will issue orders to the Foremen who, in turn, will issue orders to the men. Foremen or General Foremen, as the case may be, shall be responsible for the work performed by the men under them.

(d) The duties of the Foremen are to represent management on the job, and they shall be responsible for the layout and prosecution of the job or project assigned them, and shall be responsible for the work and workmanship of the workmen assigned to them. When not engaged in supervisory duties, they shall devote the rest of their time working with the tools along with the Journeymen and Apprentices, at the discretion of the Employer or his representative.

(e) The duties of the General Foremen are to represent the interests of management on the job. They shall do such superintendence as the nature of the work requires, and shall direct and coordinate the efforts of the foremen on the job.

(f) On each job where a composite crew containing four (4) or more bargaining unit employees working under terms of different IBEW Agreements (Journeyman Wireman - Communications) is employed, a foreman shall be assigned. The Employer may select the foreman from any appropriate IBEW bargaining unit at the Employer's discretion. This subsection does not supercede the requirement for Foremen specified by subsection 3.12(a) above.

Reporting and Starting Time

Section 3.13 When men are required to report at the Employer's shop, offices, supply houses, they shall report at their regularly scheduled starting time and be ready to receive orders. Should they fail to report at their regularly scheduled starting time, they shall not go to work until one-half (1/2) hour later than their regularly scheduled starting time and shall lose one-half (1/2) hour's pay.

Pay for Reporting and Showup

Section 3.14(a) In the event the Employer instructs his Employees to report to the job or shop, and through negligence on the part of the Employer or his representative, they are not put to work, they shall receive two (2) hours' pay at the prevailing rate. No Employee shall be permitted to loiter around the job or shop at any time, unless he receives compensation for the time spent there.

Furnishing of Employees and Pay for Reporting

(b) The decision with regard to the hire and tenure of Employees shall be made by the Employer. The Union agrees that it will furnish the Employer such men as the Employer may from time to time require. Any such workmen shall receive at least the minimum wages and shall work under the terms and conditions of this Agreement.

(c) When an applicant for employment is referred to an Employer and is rejected for employment, such applicant shall be reimbursed for expenses incurred in reporting to said Employer in an amount equal to two (2) hours' pay at the prevailing rate, as provided for in this Agreement. Men, when employed initially, will not be employed for less than four (4) continuous hours.

Shift Work

Section 3.15 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 ten percent (10%) for seven and one-half (7-1/2) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus fifteen percent (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 (1.5x) the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight-time 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.

Temporary Work

Section 3.16 The installation, maintenance, connecting and repairing of all wiring for temporary lighting, heat or power, shall be done by workmen employed under the terms of this Agreement.

Rates for and Definitions of Hazardous Work

Section 3.17 The scale of wages for all work on bridges or other structures forty feet (40') or more in height, not scaffolded, and all work in tunnels, caissons, mine shafts, and underground silos under construction and not protected from overhead, and swinging staging shall be **one dollar fifty cents (\$1.50)** per hour more than the prevailing scale. When overtime is worked, then the rate shall be **three dollars (\$3.00)** per hour more than the prevailing scale.

Wages for all work performed on all towers and stacks in excess of forty feet (40') and not scaffolded, shall be paid for at the rate of one and one-half times (1.5x) the prevailing rates for that day.

Termination of Employment

Section 3.18(a) In the event of termination of employment by the Employer, terminated employees and the job steward shall be notified the same day. The terminated employees shall be notified thirty (30) minutes in advance of layoff for packing tools and shall be paid in full at the time of termination. They shall be given a notice of termination in writing on a form prescribed and furnished by the Union and the Chapter. A copy of the termination notice shall be furnished to the Union and to the Chapter.

(b) An Employee who voluntarily quits must notify his Employer to that effect before being reassigned through the referral system at the hiring hall. Further, he shall receive his pay on the next regular pay day by check. It shall be mailed, as provided for in Section 3.06, except that written approval is not required.

(c) All Employees who are not actively employed for a period of ten (10) consecutive work days due to a lack of work shall be terminated.

(d) An Employer may grant an Early Retirement Leave of Absence to an employee between the ages of 60 and 62. An employee may return to work for the same Employer following an Early Retirement Leave of Absence, subject to availability of employment, if mutually agreed by the Employer and employee.

ARTICLE IV

Equal Employment Opportunity Clause

The employment policies and practices of Employers signatory to this Agreement are to recruit and hire Employees, within the scope of this Agreement, without discrimination because of race, color, religion, sex, or national origin, the handicapped, Vietnam era or disabled veterans and to treat them equally with respect to compensation, advancement opportunities, promotion, transfers, and layoffs.

The Joint Labor Management Committee shall have full authority to amend Article IV to identify and define "essential functions" or "fundamental duties" for positions covered by terms of this collective bargaining agreement to facilitate compliance with the Americans with Disabilities Act.

Hiring Procedures

Orderly Procedure of Referral

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

Exclusive Source of Referrals

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

Rejection of Applicants

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

Selection and Referral of Applicants Without Discrimination

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 accordance with the following procedure.

Register of Applicants

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 (4) 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 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 (4) 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 IBEW, 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 (2) or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; and who have been employed for at least six 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.

Temporary Employees

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."

Replacement 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.

Normal Construction Labor Market

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: the City of St. Louis, and the Counties of St. Louis, St. Charles, Jefferson, Lincoln, Franklin, Warren, St. Francois, Ste. Genevieve and Washington; and Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron, Madison, Mississippi, New Madrid, Pemiscot, Perry, Reynolds, Ripley, Scott, Stoddard and Wayne Counties.

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.

Resident

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.

Examinations

Section 4.10 "Examinations" An "examination" shall include experience rating tests if such examination shall have been given prior to the effective date of this procedure, but from and after the date of this procedure shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) years' experience in the trade.

Out of Work List

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.

Out of Work List Application Renewal

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

Restoration to Place in Group

Section 4.13 An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Referral Procedure

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.

Exceptions to Referral Procedure

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.

Appeals Committee

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.

Duties of Appeals Committee

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 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.

Inspection of Referral Procedure Records

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.

Posting of Referral

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.

Employment Procedures for Apprentices

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

Reverse Order of Layoffs

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 requirements, 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

Joint Apprenticeship and Training Committee

Section 5.01 There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of eight (8) members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (four (4)) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

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

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

Section 5.02 All JATC member appointments, 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 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 sometime 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 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 (2000) 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
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 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 28 cents (\$.28) per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI

Fringe Benefits

Local Funds

Section 6.01(a) Trust Agreements - Employer Bound. The parties to this Agreement have established the Fringe Benefit Trust Funds described below. Each Fund is governed by the Trust Agreement described below which is to conform to the Labor Management Relations Act of 1947 (LMRA), as amended and the Employee Retirement Income Security Act of 1974 (ERISA), as amended. Employer accepts and agrees to be bound by the terms of each of these Trust Agreements, as currently amended and as the Trust Agreements may be amended in the future.

(b) Local Fund Names. The name of each Trust Fund and the title of the Trust Agreement governing it is as follows:

- (1) IBEW Vacation Trust Fund (Vacation Fund) governed by IBEW Vacation Trust Fund amended Trust Agreement of 7/1/92.
- (2) IBEW Local 1 Health and Welfare Fund (Welfare Fund) governed by IBEW Local No. 1 Health and Welfare amended Trust Agreement of 2/1/76.
- (3) Apprenticeship and Training Fund (Local 1 JATC Fund) governed by Apprenticeship and Training Trust Fund Agreement of 3/1/82.
- (4) Local No. 1 Pension Benefit Trust Fund (Local 1 Pension) governed by Local No. 1 IBEW Pension Benefit Trust Fund Agreement of 1/1/76.
- (5) IBEW-NECA Holiday Fund (Holiday Fund) governed by IBEW-NECA Holiday Trust Fund amended Trust Agreement of 11/1/75.
- (6) Electricians' Income Security Fund (Income Security Fund) governed by Electricians' Income Security Trust Agreement of 11/1/86.
- (7) Electricians' Salary Deferral Plan of Local No. 1 IBEW-St. Louis Chapter, NECA (Salary Deferral - 401(k) Plan) governed by Electricians' Salary Deferral Plan of Local 1 IBEW-St. Louis Chapter, NECA Trust Agreement of 8/1/89.

(c) Market Research. The parties to this Agreement have established NECA-IBEW Market Research, Development and Public Relations Fund, a not-for-profit Missouri Corporation, referred to as Market Research Fund. It shall conform to Section 302(c)(9) of LMRA, as amended, and other applicable laws. Employer agrees to contribute to this Fund as provided in Section 6.02.

Employer Contributions to Funds - Contribution Rates

Section 6.02(a) Employer shall make contributions monthly to each of the Funds listed below. Contributions shall be based upon payroll due to or hours worked by persons performing, on behalf of the Employer, work covered by the terms of this Agreement. Contributions listed as a percentage are to be a percentage of gross monthly labor payroll paid to or due to such persons. When a dollar amount is stated, the contribution is to be that amount per clock hour worked by such persons; a premium hour worked counts only as one clock hour.

Vacation Fund*	-	<u>6/1/01</u> 8.5%	<u>6/1/02</u> 8.5%	<u>6/1/03</u> 8.5%
Welfare Fund**	-	<u>6/1/01</u> \$4.30	<u>6/1/02</u> \$4.40	<u>6/1/03</u> \$4.50
JATC Fund	-	<u>6/1/01</u> \$.28	<u>6/1/02</u> \$.28	<u>6/1/03</u> \$.28
Holiday Fund*	-	9%		
IBEW-NECA (Pension) Receiving Trust	-	17%		
(9% due Local 1 Pension; 8% to Income Security Fund up to cap; then 17% to Pension)				
Salary Deferral Fund - Employee election***				
Market Research -		<u>6/1/01</u> \$.10	<u>6/1/02</u> \$.10	<u>6/1/03</u> \$.10

*See Section 6.05(a) for breakdown.

**See Section 6.06 for breakdown.

***See Section 6.08.

Working Employers

(b) Contributions are due from the employer for all persons performing, on behalf of the employer, work covered by the terms of this Agreement. Contributions to the Welfare Fund for working employers are to be paid pursuant to regulation of that Trust Fund. If not otherwise regulated by a Trust Fund, contributions shall be based on no less than the journeyman wage rate for all hours of work covered by the terms of this Agreement by a working employer.

Monthly Reports and Payments

Section 6.03(a) The employer agrees that he will make out a monthly report known as the "Local No. 1 Monthly Benefit Report" giving in alphabetical order, the full name, Social Security number, total hours worked, gross earnings received and other pertinent data for each person who performed work covered by this Agreement during each month and contributions due to each fund pursuant to this Article VI. This report shall be prepared to cover the pay weeks up to and including the last payroll week ending during the month and shall be mailed to reach the office of the Fringe Benefit Trust Funds not later than fifteen (15) calendar days following the end of each calendar month. Employers shall designate whether their payroll system reports are based upon "hours worked" or "hours paid" and once designated, shall report on a consistent basis.

When an electronic reporting system has been implemented by the Union, the Chapter, and the IBEW-NECA Service Center, in a manner to be agreed upon by the Union and the Chapter, as an alternative to the written monthly report, Employers may submit electronically to the Service Center, the same information that is contained in the written monthly report.

Further Information

(b) The employer shall include on the monthly report information showing the starting date, termination date, dates of vacation, when employees are off because of sickness or injuries on the job, when they return to work after sickness or injury, and when they are working in the jurisdiction of another Local Union. The employer shall not remove any employee who remains in his employ from the monthly fringe benefit report of employees working under the terms of this Agreement without providing written notification to the Union.

Contribution Deadline

(c) Monthly contributions due to each of the Funds, as stated in Section 6.02, shall be paid not later than fifteen calendar days following the end of each calendar month.

Method of Payment

(d) An employer shall make payments due to the following Funds by a single check or money order payable to such bank as the Union and Chapter agree upon: Vacation Fund, Welfare Fund, JATC, Local 1 Pension, Holiday Fund, Income Security Fund, Market Research Fund, and Salary Deferral - 401(k) Plan. The monthly report, required by each of these Trust Funds, shall accompany the employer remittance. Remittances and reports shall be mailed or otherwise delivered to the party designated on the report form or as designated by the Union and Chapter. Each Fund shall have an interest in the employer remittance in the amount shown on the monthly report form. Upon receipt by the bank of the remittance and report, the bank shall make payments to each Fund of its interest in the remittance as directed by IBEW-NECA Service Center, Inc.

Payment to the following Funds shall be made by separate remittance to that specific Fund: National Electrical Benefit Fund, National Electrical Industry Fund, and St. Louis Chapter, NECA Administrative Fund.

When an electronic payment system has been implemented by the Union, the Chapter, and the IBEW-NECA Service Center, in a manner to be agreed upon by the Union and the Chapter, as an alternative to payment by checks or money orders, Employers may pay electronically to such bank as the Union and Chapter agree upon, payments due to some or all Funds as agreed upon by the Union and Chapter. Upon receipt of the reports (whether electronic or written), the Service Center shall direct the bank to make payments to each Fund of its interest in the electronic remittance.

Delinquency Charges for Late Contributions

(e) If any employer fails to pay timely any contributions due to a Fund described in Section 6.01 of this Agreement, the employer shall pay to such Fund:

- (1) A flat two percent (2%) of the contribution due as liquidated damages; and
- (2) Interest at the rate of 1/30th of two percent (2%) of the contribution due for each day the contribution is late.

Such liquidated damages and interest shall be in addition to and separate from any other remedy or provision in this Agreement, in any statute, or in any Trust Agreement relating to the failure to pay contributions timely.

Payroll Information

(f) The employer shall upon request of the Business Manager of the Union and the office of the Chapter Manager of the Chapter, furnish a copy of his total payroll, or portion thereof, of those employees who are covered by the terms of this Agreement. This report shall consist of hours worked and rate of pay, including overtime.

Payroll Audit

(g) In order that the Trustees may fulfill their responsibilities under ERISA, upon request of a representative of the Trustees of a Fund, an employer shall permit inspection of employer's payroll records including but not limited to individual employee payroll records, state unemployment reports, Form W-2 statements, and other pertinent records to enable the representative to determine that the employer is accurately reporting on all persons for whom contributions may be due. Employer will provide copies of records, as requested, at the Fund's expense.

Employer Delinquency - Late Contributions

Section 6.04(a) If an employer fails to timely remit the payments due any one or more of the Trust Funds under this Article VI, and if the Employer fails to show satisfactory proof that the payments have been made within seventy-two (72) hours (excluding weekends and holidays) after the date of mailing (or personal delivery) of notice by the Union, the Union may take either or both of these actions:

- (1) Union may remove all of the employees until full payment of the delinquency. Such removal shall not be a violation of the no-strike clause in Section 1.04; the employer shall not employ anyone to perform work covered by this Agreement while delinquent during such removal.
- (2) Union may terminate this Agreement.

Breach of Trust Agreements

(b) The failure of an employer to comply with the provisions of any of the Trust Agreements listed in Section 6.01, also constitutes a breach of this Agreement.

Additional Remedies

(c) Trustees of the Funds listed in Article VI shall have the maximum rights available under applicable law to secure collection of contributions from delinquent employers including, but not limited to mechanic's liens, requiring weekly payment of fringe benefits, payment agreements, additional security (bonds, letters of credit, assignment of property) and lawsuit (including but not limited to injunctive relief to compel Employer compliance with the requirements of Article VI or with any Labor-Management Committee decision).

Vacation and Holiday Funds - Special Provisions

Section 6.05(a) From the 8.5% employer contribution to the Vacation Fund, 0.60% of gross labor payroll is to be separately allocated as "Vacation Employment Tax Payment." From the 9% employer contribution to the Holiday Fund, 0.70% of gross labor payroll is to be separately allocated as "Holiday Employment Tax Payment." These segregated amounts are to be held by the Trustees of the designated Fund to meet obligations for employer tax obligations, as specified in the Trust Agreements of the Holiday and Vacation Funds.

(b) Employer hereby designates and appoints the Vacation Fund (with respect to obligations relating to the Vacation Fund) and the Holiday Fund (with respect to obligations relating to the Holiday Fund) as its agent under Section 3504 of the Internal Revenue Code with respect to employment taxes with full authority including but not limited to authority for such agent to do all that is required under Internal Revenue Code Chapter 21 (FICA); and to sign on behalf of employer any IRS form to establish agent authority.

Welfare Fund - Special Provisions

Section 6.06 From the cents per hour employer contribution to the Welfare Fund, \$0.01 per clock hour is paid by the employer as a "FICA Employment Taxes Payment" which together with such payments by other employers are to be separately recorded by the Welfare Fund, to be used as stated in the Welfare Fund Trust Agreement.

Income Security Fund - Special Provisions

Section 6.07(a) If at the end of any month, an employee has 6,000 or more credits (or such other number of credits as permitted by the Trustees of the Fund) remaining in his name under the Income Security Fund, employer agrees that payments that would otherwise be made to the Income Security Fund, under the provisions in Section 6.02, shall until the end of the next month be paid instead to the Local 1 Pension. It shall be the responsibility of IBEW-NECA Service Center, Inc. to determine from the records of the Income Security Fund at the end of each month when employer contributions for the following month for any employees are to be made and allocated to Local 1 Pension instead of to the Income Security Fund. To facilitate this procedure, employer contributions required under Section 6.02 to the Income Security Fund shall be initially paid to IBEW-NECA (Pension) Receiving Trust until transferred at the direction of the Service Center to the Income Security Fund or Local 1 Pension.

(b) Should the Internal Revenue Service conclude that the Employer payments to the Income Security Fund are not tax deductible or that the Income Security Fund does not qualify for tax exemption under Section 5.01(c) of the Internal Revenue Code, then all Employer contributions to the Income Security Fund shall be made instead to Local 1 Pension.

Salary Deferral Plan - 401(k)

Section 6.08(a) No employer contributions shall be required to this Fund. The employer, upon receipt of written authorization, agrees to deduct from wages and forward to the Fund voluntary contributions elected by participants, subject to limitations prescribed by the Trust and law. No deductions will be made prior to appropriate notice to the employer by Fund Trustees. Subsequent to notice from Fund Trustees, the employer agrees to report and forward monthly to the Trustees, the amount designated by the participant and deducted from wages.

(b) The Fund shall be a Defined Contribution Plan under Internal Revenue Code Section 401(k) and all contributions by participants shall be strictly voluntary. The parties mutually agree that the Trust Agreement shall allow no benefit payment or loan provision as a result of a strike.

(c) It is the intent of the parties that the Plan shall be administered by the IBEW-NECA Service Center, Inc. and all administrative costs be paid out of the Fund's assets.

(d) Amounts deducted by employers from the wages of an employee for payment to the Salary Deferral Plan are not to be treated as reducing the gross earnings of employees upon which employer contributions to other fringe benefit trust funds are calculated, for overtime wage calculations, or for other purposes under this Agreement. Example: The 3% of gross monthly payroll due to NEBF is not to be reduced because of employee salary deferrals paid to the Salary Deferral Plan.

Employer Contributions to Trust Funds

Section 6.09 Employer contributions specified in Article VI, are amended and clarified to make clear the intent of these provisions that the specified contributions are the maximum gross amounts to be contributed concerning the respective Funds. Any unemployment compensation tax or other income or employment related taxes that may be imposed by any taxing authority as a result of the treatment of such contributions as "income" or "earnings" of the employee on account of whose hours worked the contributions in question are made are, like FICA tax payments, specifically provided for in Article VI, Sections 6.05 and 6.06, to be used to reduce (along with accompanying administrative expenses of the contributing employer) the gross contribution amounts specified and to pay any and all of any employer portion of any such taxes and administrative expenses.

National Electrical Benefit Fund

Section 6.10 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

National Electrical Industry Fund

Section 6.11 Each individual employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive labor payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

- (1) Twenty-five percent (25%) of all productive labor payroll in excess of 75,000 manhours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 manhours.
- (2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 manhours paid for electrical work in any one Chapter area during any one calendar year.

(Productive labor 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 is to be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen 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.

Administrative Fund

(a) Section 6.12(a) All Employers who are signatory to this Labor Agreement shall contribute \$.20 per hour for each hour worked by each employee covered by this Labor Agreement to the St. Louis Chapter, NECA Administrative Fund. Annual contributions to the fund shall be limited to the first 100,000 manhours per Employer. The monies are for the purpose of administration of the Collective Bargaining Agreement. The NECA Administrative Fund contributions shall be submitted to the St. Louis Chapter, NECA with all other fringe benefits covered in the Labor Agreement by the fifteenth of each month. These monies shall not be used to the detriment of the IBEW and shall be collected and administered as provided below.

(b) It is mutually agreed that a pooled Substance Abuse Policy shall be implemented by not later than January 1, 2002. All costs to administer the program shall be funded by a specified additional contribution to the Administrative Fund. By not later than November 15th of each year, NECA shall publish the required contribution to fund the industry Substance Abuse Program for the next twelve (12) months. The NECA Administrative Fund shall segregate and account separately for all contributions and expenses for the industry Substance Abuse Program. Effective January 1, 2002, all Employers who are signatory to this Agreement shall contribute the designated hourly contribution for each hour worked by each employee covered by this Agreement to the St. Louis Chapter, NECA Administrative Fund. The annual manhour cap designated by Subsection (a) above does not apply to this Substance Abuse Program contribution.

(c) The Administrative Fund shall be the sole responsibility of the St. Louis Chapter, NECA including, but not limited to, collection of said monies and any actions with respect to delinquencies that may be required. Late payment of contributions will be subject to the same delinquency charge appearing in Section 6.03(e) of the Agreement. These contributions are not wages and will not be covered by the surety bond under Section 2.03 of the Agreement. The Administrative Fund shall not be used for any purpose detrimental to IBEW Local Union No. 1 or the IBEW. In the administration and collection of the Administrative Fund, St. Louis Chapter, NECA agrees and hereby does hold harmless and indemnify IBEW Local Union No. 1 from any and all claims, of any nature whatsoever, arising out of the provisions of this Article VI, Section 6.12.

ARTICLE VII

Safety - General

Handling Conduit

Section 7.01(a) When conduit of 1-1/2 inches or larger is to be installed and justifies employment of more than one man, Employer must employ two or more Employees on such job.

Working on Energized Circuits

Section 7.01(b)

Employers and employees mutually recognize that appropriate safety measures shall be implemented when working on energized circuits. When employees are working on energized circuits, the following shall apply:

1. The Employer shall comply with applicable safety rules and provide fire-rated protective equipment and/or voltage-rated tools when required. Employees shall comply with applicable safety rules and shall utilize or wear personal protective equipment and specialty tools when provided.
2. Personal protective equipment shall be treated by employees as personal life protecting devices and shall appropriately care for such equipment and protect it from abuse. Equipment shall be stored in proper containers to protect the equipment from soil and damage. Employees shall inspect equipment prior to each use and shall immediately report defects or damage to the Employer.
3. On all energized circuits of 440 volts or more, as a safety measure, two or more journeymen must work together.
4. The parties agree that all energized circuits and systems are potentially dangerous. First (1st) period apprentices shall not work on or near live voltage circuits or systems. First (1st), second (2nd), and third (3rd) period apprentices will not be allowed to work on energized 277/480 or higher voltage circuits or systems. Only a fourth (4th) fifth (5th), or sixth (6th) period apprentice shall be permitted to work on energized 277/480 volt circuits while under the direct supervision of a journeyman wireman.

Rate for Welders

Section 7.02 Electric welding or gas torch operators shall have a journeyman or apprentice as an assistant while the welding or cutting is in preparation or process. The Employer shall furnish proper individual protective gear to workmen while engaged in burning and welding operations.

Rate for Cable Splicers

Section 7.03 Cable Splicers shall have a journeyman or apprentice as an assistant when they are working on lead cable splices or other cable splices in manholes or other hazardous locations not properly protected.

Powder Actuated Tools

Section 7.04 No Employee shall be compelled to use a powder actuated tool.

Safety

Section 7.05(a) Employees working under the terms of this Agreement shall provide themselves and wear adequate working shoes or boots at all times. Employers may instruct Employee to provide and wear protective (**non-conductive/hard-toe**) safety shoes or boots and/or prescription safety glasses, when required by safety regulations or customer specifications. When Employees purchase (**non-conductive/hard-toe** safety shoes or prescription safety glasses, as a result of Employer requirements, the Employer shall offset the additional expense of such glasses, shoes or boots as follows: Each year, the Employer shall reimburse the employee up to fifty percent (50%) of the cost of prescription glasses and (**non-conductive/hard-toe**) safety shoes or boots not to exceed **one hundred dollars (\$100.00)** for glasses and fifty dollars (\$50.00) for (**non-donductive/hard-toe**) safety shoes or boots. To qualify for this reimbursement, required prescription glasses must have scratch-proof lenses, lenses and frames that comply with both OSHA and ANSI standards, and permanent side shields. Reimbursement is based only upon the cost of the safety glasses and does not include charges for eye examinations or other services. Employers may designate a vendor to provide safety glasses or shoes at a discount, provided the Union approves the vendor in advance. Employees shall present a current receipt documenting purchase to qualify for this allowance. No Employer shall be required to pay more than **one hundred fifty dollars (\$150.00)** to an individual employee in any twelve (12) month period.

(b) The Employer shall have the right to provide the following items of safety equipment, assign them to individual Employees and require Employees to carry same with personal tools and transport in their personal vehicles:

Hard Hat
G.F.I Protector
Non-prescription safety goggles or glasses

(c) If an Employee reports loss, damage or theft of safety equipment provided by the Employer, the Employer will not impose any disciplinary action against that Employee and agrees to replace that equipment.

(d) The Employer will utilize a lockout and tag procedure on all projects or jobs where their employees are working. Tools for this lockout procedure will be provided by the Employer. Employees shall carry these tools with their personal tools.

ARTICLE VIII

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

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 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 elimination potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) to enhance the involvement of workers in making decisions that affect their working lives; and
- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 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, as provided in said Agreement and Declaration of Trust.

Section 8.03 Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The St. Louis Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04 If an employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the employer is in default, the employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), 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 attorneys' fees.

ARTICLE IX

Validity of Sections of Agreement

Section 9.01 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.

Past Agreements Superseded

Section 9.02 It is understood that this Agreement supersedes all past agreements entered into between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement originally as of June 1, 2001.

**SIGNED FOR
ST. LOUIS CHAPTER,
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION**

By: *Michael R. Kaufman*
President

By: *Raymond B. Minto*
Chapter Manager

**SUBJECT TO REVIEW BY THE
NATIONAL OFFICE OF THE
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION**

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**SIGNED FOR
LOCAL UNION NO. 1,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

By: *Thomas E. Proge*
President

By: *Stephen P. Schmitt*
Business Manager

**SUBJECT TO APPROVAL OF THE
INTERNATIONAL PRESIDENT OF
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

