

2020 - 2025

**AGREEMENT
BETWEEN**

**LOCAL UNION 73
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND**

**EASTERN DIVISION, INLAND EMPIRE CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION**

**COVERING ALL INSIDE ELECTRICAL WORK IN ADAMS, FERRY, LINCOLN,
PEND OREILLE, SPOKANE, STEVENS, AND WHITMAN COUNTIES OF WASHINGTON
AND
BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO, KOOTENAI,
LATAH, LEWIS, NEZ PERCE, AND SHOSHONE COUNTIES OF IDAHO**

EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2025

**SUBJECT TO APPROVAL BY THE
INTERNATIONAL OFFICE OF THE IBEW**

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AGREEMENT

Agreement by and between the Eastern Division, Inland Empire Chapter, NECA, Inc.; and Local Union 73, 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 Eastern Division, Inland Empire Chapter, NECA, Inc. and the term "Union" shall mean Local Union 73, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

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

ARTICLE I

Effective Date

Changes

Grievances

Disputes

1.1 This Agreement shall take effect July 1, 2020 and shall remain in effect until June 30, 2025 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1 through June 30 of each year, unless changed or terminated in the way later provided herein.

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

1.2(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.

1.2(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.

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

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

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

1.3 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.

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

1.5 There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It

shall select its own Chairman and Secretary. The Local Union shall select the Union Representatives and the Chapter shall select the Management Representatives.

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

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

1.8 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.

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

ARTICLE II

Employer Rights

Union Rights

2.1 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.

2.2 No workman, while he remains subject to employment by Employers operating under this Agreement and referral under the Referral Procedures, shall himself contract any electrical work.

2.3 No owner, partner, or manager, officer or director of an employing firm shall himself perform manual electrical work. To qualify as an Employer, a firm must have in a full-time managerial capacity at least one person qualified by virtue of experience and knowledge to manage the electrical construction department. Such manager shall not perform manual electrical work except as provided in Subsection (c) below.

2.3(a) Evidence of subterfuge to evade the intent of this Section may be construed as a failure on the part of the Employer to meet the terms of this Agreement.

2.3(b) However, nothing in this provision shall be construed as preventing any such individual from making temporary repair or adjustment where an emergency exists involving a hazard to life or property.

2.3(c) Up to (2) two members of a firm may perform manual electrical work. Such working contractor(s) shall be a Local 73 Journeyman Wireman in good standing. The working owner(s) shall report the complete wage and fringe benefit package including working dues based on a minimum of 148 hours per month at the Journeyman Wireman rate. The working owner(s) however may choose to participate, or not in the Health and Welfare and/or the Money Purchase Plans where applicable. After the initial participation selection is made all future changes in participation may only occur during a 14-day window at the end of each calendar year.

2.4 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.

2.5 An Employer, in this Agreement, is a person, firm or corporation meeting the following qualifications in the judgement of the Union:

- (a) sufficient knowledge, experience and financial responsibility;
- (b) maintain a permanent place of business as a shop
- (c) and open to the public during normal business hours;
- (d) maintain suitable financial status to meet payroll and Benefit Fund requirements weekly;

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

2.7 Company vehicles shall be identified either with the contractor's name or with a NECA or IBEW emblem.

2.8 The Employer recognizes the Union as the exclusive representative of its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the day of their employment or the effective date of this Agreement, whichever is later, except where applicable Idaho State Law applies.

In the event that a workman fails to tender the admission fee or a member of the Union fails to maintain his membership in accordance with the provisions of this Section, the Union shall notify the Employer in writing and such written notice shall constitute a request to the Employer to discharge said individual within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) for failure to maintain membership in the Union.

2.9 In the execution of supervisory responsibilities such as hiring or terminating employees, Foremen shall not be obligated nor influenced by any Union rules, regulations, bylaws, constitutional provisions or obligations of Union membership, policies or requirements.

Any dispute regarding the manner in which a Foreman executes his supervisory or job management responsibilities shall be handled only in accordance with Section 1.4 through 1.9 as a grievance against the Employer and not by Union disciplinary action against the Foreman.

2.10 Employers shall not loan their employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skills are not available through the Referral Procedure.

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

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

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

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

The Stewards shall be working Journeymen who shall, in addition to their work as Journeymen, be allowed necessary time during working hours to perform their normal duties that cannot be performed at other times, provided they get, if possible, permission from their immediate supervisor to leave their work. The union agrees that such duties shall be performed as expeditiously as possible. If more than one Steward is assigned to a job, the Employer shall be notified in writing of the jurisdiction of each Steward. Stewards shall not use company time to consult with one another.

It is mutually understood that the functions of the Steward are to promote employee-employer harmony and mutual understanding, to report alleged contract violations to supervisors and to the Business Manager, to help obtain compliance with the Agreement by employees, to investigate jurisdictional problems, to attempt briefly to correct work assignments, and to report jurisdictional problems requiring further efforts to the Business Manager.

The Stewards duties shall not include authority to determine or recommend the selection or number of men to be hired or retained on a job. They shall have no authority in disciplining or discharging of employees. They shall make no effort to countermand or discredit supervisors orders to employees. Under no circumstances shall Stewards cause a slowdown or work stoppage in any shop or on any job for any reason. In all cases, the grievance procedure shall be followed.

When Stewards are appointed, the Union shall notify the Employer in writing as to the name of the Stewards. The Employer shall notify the Union representative twenty-four (24) hours prior to termination of a Steward except for discharge for just cause. In the case of discharge of a Steward for just cause the Employer shall immediately notify the Union office.

Just cause for dismissal of a Steward shall not include any matter related to his work as a Steward except for causing a work stoppage. If there is a dispute between the Employer and a Steward over the interpretation of this Section, the Steward and the Employer will notify the Union office. The Steward will have no further jurisdiction over the matter giving rise to the dispute and will return to his work assignment pending arrival of the Business Manager. Refusal of the Steward to do so will be grounds for immediate dismissal.

On any job where overtime is worked, the Steward shall be given such opportunity as is practicable of consulting with management on the distributions of overtime. In assigning overtime, management will consider uniformity of total overtime assigned to the various employees as well as the needs of the job, relative skills and experience of individual workmen and avoidance of unnecessary costs. Under no circumstances shall an Employee be discriminated against by any Employer for making a complaint to the Steward or giving evidence with respect to any alleged violation of any provisions of this Agreement provides such complaints are given at a time and in a manner which do not unnecessarily interfere with the productive work of the complainant, Steward or other employees. Complaints may be made during working hours if they are of a nature requiring immediate action by the Steward.

2.15 The Business Manager or Assistant Business Manager of the Union shall be allowed access to any shop or job at reasonable time where workmen are employed under the terms of this Agreement.

2.15(a) He shall also have the authority to inspect the Employers payroll as to the time and wages of workmen employed when accompanied by an authorized representative of the Employer.

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

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

2.18 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 a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

2.19 The time limit to file a grievance is five (5) working days.

2.20 The employer shall have the right to call Foreman by name provided:

- (a) The employee has been on the available-for-work book for at least two weeks.
- (b) The employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the Business Manager shall refer said Foreman provided the name appears on the highest priority group.
- (c) Only employees who have completed the Local 73/NECA COMET, Steward, and Foreman Training Classes will be eligible for Call by Name as Foreman.
- (d) When an employee is called out as a Foreman, they must remain as a Foreman, at Foreman's rate of pay, for 1000 hours or must receive a termination.

ARTICLE III

| <u>Hours</u> | <u>Wages</u> | <u>Expenses</u> | <u>Working Conditions</u> |
|--------------|--------------|-----------------|---------------------------|
|--------------|--------------|-----------------|---------------------------|

3.1 Eight (8) consecutive hours with a start time between 6:00 a.m. and 9:00 a.m. shall constitute the work day. Changes in the start time shall be on a per project basis, take place on the first day of the work week, and shall be for a duration of at least one week. Unless changed by mutual consent, the lunch period shall start four (4) hours after the work day starts and shall be one-half (1/2) hour in duration. Work performed during the lunch period on the construction jobs only shall be paid for at the overtime rate. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week unless changed by mutual consent. Employees shall be allowed sufficient time to secure tools and equipment and change personal protective clothing such as bibs. Wash up is allowed. Workmen shall not report at a shop or job more than fifteen (15) minutes prior to starting the regular work day.

A 10 (ten) minute coffee break will be given to employees in their work area or assigned area. The break is to be staggered for customer's convenience and scheduled to meet jobs need as determined by the employer. There shall be two per shift.

Breaks start when an employee ceases working at his/her working location and ends when the employee resumes working at his/her working location.

The work week of forty (40) hours for service, maintenance and trouble calls of five (5) days duration may be scheduled within six (6) days Monday through Saturday inclusive.

Authorized loading and unloading of company tools and materials by Journeymen and Apprentices before and after regular working hours shall be paid for at the overtime rate. Employees shall be ready to work at the beginning of their shifts and shall remain at work until the end of the time for which they are paid except for prescribed clean-up time.

When an employee continues to work longer than two (2) hours after any scheduled shift, he shall be provided a wholesome meal at the Employer's expense and an additional meal at four (4) hour intervals thereafter as long as work is scheduled to continue at least one-half (1/2) hour beyond each meal period. However, when an employee has been notified at least twenty-four (24) hours in advance of the scheduled overtime, the employee shall furnish his own meal, and shall be allowed one-half (1/2) hour to eat such meal. All meals shall be eaten on employee's time.

Four 10 hour days (Monday-Thursday) or (Tuesday-Friday) may be worked on a per project basis if the majority of the crew is in favor of the proposed shift, and upon notification to the Business Manager in writing. After or before a holiday, the Monday proceeding or the Friday following may be worked at straight time as an employee option, if the project requires manning. The first 8 hours worked on the extra Monday or Friday shift (non-holiday schedule) of a four day, ten hour shift shall be at time and one-half (1 ½).

3.2 All work performed outside of the regularly scheduled working hours and on Sundays and the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas day, shall be paid for at double their regular straight time rate of pay, except the rate shall be time and one-half (1 1/2) on service, maintenance and trouble calls on other than new construction. When any of the above holidays falls on Sunday, the following Monday shall be observed as the holiday. Any employee wishing to take the day off on the Monday preceding or the Friday following a holiday listed above may do so without prejudice by mutual agreement with his Employer. An employee wishing to take the Friday preceding a holiday listed above that falls on Saturday shall be allowed to do so without prejudice.

This section is modified to reflect the overtime rate to be time-and-one-half (1 1/2) for hours worked immediately prior to or after eight (8) hours Monday through Friday and double (2) time for hours after ten (10) hours, Monday thru Friday. The first eight (8) hours worked on Saturday will be at time-and-one-half (1 1/2) with double (2) time applicable thereafter.

3.2(a) No work shall be performed on Labor Day except in case of emergency. Notification to IBEW Local 73 must be made prior to the start of the emergency work.

3.2(b) All travel time outside the regularly scheduled working hours shall be paid for at straight time rate, except where employees are given a flat allowance for reporting to jobsites in their own transportation as elsewhere provided for.

3.2(c) On larger jobs or projects where there are three (3) or more foreman, no workmen shall be transferred or scheduled to work for a different foreman or on a different crew for overtime work until workmen on the overtime foreman's crew have been given an opportunity to work the overtime. Workmen or foremen on such a job or project shall not work at a lower rate or classification on overtime work.

3.2(d) No workman shall be transferred from one shift to another at the shift work rate of pay unless the workman has had a minimum of eight (8) hours rest. Any workman requested by the Employer to work a second shift immediately following his regular shift shall receive double the regular rate of pay.

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

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

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 10% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 15% for all hours worked.

The employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

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

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

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

3.3(a) Where the Employer deems it necessary to work a two shift operation of ten (10) hours or more in a twenty four (24) hour period, the following applies: Shift starting times will be at the Employer's discretion. Day shift will be that shift with the majority of hours from the normal day shift. The second shift will be paid at fifteen percent (15%) over normal scale. There shall be no paid lunches and overtime will be applicable after eight (8) hours. Two (2) ten (10) minute coffee breaks will be allowed in the work area.

3.4 Night maintenance and modernization work in occupied commercial or institutional premises may be scheduled for two (2) consecutive nights or longer, Monday through Friday. Two (2) workmen shall be assigned for each day of work and each assignment shall be eight (8) hours of work for eight (8) hours of pay at the regular straight time rate plus ten (10%) percent. The Business Manager of the Union will be notified of all such work before it is commenced and after it is completed. In manned or monitored facilities the requirement for two (2) workmen shall be waived.

3.5 Any man reporting for work and being laid off, or any man not having been notified the day previous of the layoff, shall receive no less than four (4) hours wages.

3.5(a) Termination forms supplied jointly by the Union and the Chapter shall be used when employees are terminated for any reason, with one copy given to the employee, one retained by the Employer and one each mailed to the Union and to the Chapter. No workman shall be dispatched from the hiring hall until the hiring hall has received confirmation on his termination. Confirmations may be made by telephone by either party to this Agreement.

3.6 When workmen are directed by the Employer to report to a job and do not start due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours pay unless notified at least one (1) hour before starting time.

3.7(a) The minimum hourly rate of wages shall be as follows:

| | |
|---------------------------------------|--|
| JOURNEYMAN WIREMAN | \$37.65 |
| JOURNEYMAN TECHNICIAN | <u>100%</u> OF JOURNEYMAN WIREMAN RATE |
| FOREMAN | <u>110%</u> OF JOURNEYMAN WIREMAN RATE |
| GENERAL FORMAN | <u>120%</u> OF JOURNEYMAN WIREMAN RATE |
| APPRENTICE WIREMAN – TEN (10) PERIODS | |
| 1 ST PERIOD | <u>45%</u> OF JOURNEYMAN WIREMAN RATE |
| 2 ND PERIOD | <u>50%</u> OF JOURNEYMAN WIREMAN RATE |
| 3 RD PERIOD | <u>55%</u> OF JOURNEYMAN WIREMAN RATE |
| 4 TH PERIOD | <u>60%</u> OF JOURNEYMAN WIREMAN RATE |
| 5 TH PERIOD | <u>65%</u> OF JOURNEYMAN WIREMAN RATE |
| 6 TH PERIOD | <u>70%</u> OF JOURNEYMAN WIREMAN RATE |
| 7 th PERIOD | <u>75%</u> OF JOURNEYMAN WIREMAN RATE |
| 8 th PERIOD | <u>80%</u> OF JOURNEYMAN WIREMAN RATE |
| 9 th PERIOD | <u>85%</u> OF JOURNEYMAN WIREMAN RATE |
| 10 th PERIOD | <u>90%</u> OF JOURNEYMAN WIREMAN RATE |

3.7(b) In addition to hourly rates, payments shall be made as follows:

| | |
|---------------------|--|
| NEBF..... | <u>3%</u> OF TOTAL GROSS PAYROLL |
| H&W..... | <u>\$10.20</u> PER HOUR FOR EACH HOUR WORKED |
| MONEY PURCHASE..... | <u>\$7.50</u> PER HOUR FOR EACH HOUR WORKED |
| APPRENTICESHIP..... | <u>\$.85</u> PER HOUR FOR EACH HOUR WORKED |
| AMF..... | <u>.75%</u> PER HOUR FOR EACH HOUR WORKED |
| LMCC..... | <u>\$.15</u> PER HOUR FOR EACH HOUR WORKED |
| NLMCC..... | <u>\$.01</u> PER HOUR FOR EACH HOUR WORKED |

NOTE: Wage and fringe benefit package has increased \$2.00 effective first full pay period following 7/1/20. There shall also be increases effective 7/1/21 of \$2.00, 7/1/22 of \$2.00, 7/1/23 of \$2.00, 7/1/24 of \$2.00 **Note:** For the term of this contract the members shall allocate the increases to the package. (*Excluding retirement*)

3.7(c) Journeyman Wireman—when required to splice with lead or other materials requiring special skills - .40 above Journeyman.

3.7(d) First through Third Period apprentices shall not receive a pension contribution. Fourth (60%) through Tenth (90%) Period Apprentice pension contributions to be based on their wage classification percentage.

3.7(e) Where the Union deems it necessary to protect the jurisdiction of the International Brotherhood of Electrical Workers, the Union will, prior to the bidding process or letting of a contract for a particular project, consider a modification of the wages as outlined in the current collective bargaining agreement. Should the Union consent to a modification of the labor agreement for a particular project, the modification shall apply only to the project in question until its completion. With the exception of the agreed upon modification in wages, the agreement of July 1, 2014 shall remain in full force and effect.

3.8 On dam or powerhouse construction where workmen are required to work from open trusses, open scaffolds, or staging on or over the down stream spillway faces of dams or powerhouses which are over water, or under water levels on caisson equipment not having permanent bottoms, they shall be paid double the regular straight time rate of pay for such work. Any such work performed outside the regular shift working hours shall be paid for at the rate of triple the regular straight time rate of pay. An assignment of thirty (30) minutes or more to work referred to in this Section shall entitle the workman to the minimum of two (2) hours at the premium rate.

3.9 Wages shall be paid weekly on Friday not later than quitting time and not more than five (5) days wages may be withheld at any one time. In the event payday occurs on a holiday, the previous work day shall be payday.

Each Employee shall inform the Contractor of their choice to have their paycheck mailed, if mutually agreed to electronically transferred, or pick it up at the Employer's main office on Friday. An itemized statement of earnings and deductions shall be supplied for each pay period. Checks mailed or electronically transferred and not received by Friday shall carry a one hundred dollar (\$100.00) late penalty. For mailed checks this penalty shall only apply if the check is postmarked later than Wednesday. This late penalty shall only be assessed if the check arrives after Friday and the Employee retains the envelope with the postmark date stamp. If the Employee has not received the paycheck by the start of the day shift on Monday, the Employer shall deliver a replacement check to the job site by the end of the day shift or be subject to a one hundred dollar (\$100.00) penalty. Whether or not the fault of the Employer, Employers who violate these provisions more than three (3) times in any six (6) months shall forfeit the right to mail paychecks for a period of one (1) year. A NSF check shall be treated as if the employee did not receive a check. The employee shall be paid one-hundred dollars (\$100) per day penalty (Monday through Friday) until the employee is made whole for all wages owed. This amount shall increase to two-hundred (\$200) per day if the employee is not made whole within five (5) days (Monday through Friday). The employee

shall also be reimbursed for any bank charges caused by the NSF check, and the Employer shall write any letters of explanation required to restore the Employees credit status.

On any projects with thirty (30) or more (Journeyman and/or Apprentices), Employers shall be required to deliver the checks to the job sites for those who request to have their checks delivered, employees may still have their checks mailed or electronically deposited.

It is understood that paycheck stubs will be mailed along with the check. When electronic transfer is used, the employee will be mailed his pay check stub on Thursday.

Any workman laid-off by the Employer shall be paid all of his wages immediately. In the event the workman is not paid off by the end of shift he/she shall be paid a one-hundred dollar (\$100) penalty for waiting time and an additional (\$100) for each subsequent day the check is not received by the end of shift. This amount shall be increased to (\$200) per day if the employee is not paid off within five days including Saturdays, Sundays and holidays which elapse until the payment is made. An itemized statement of all earnings and deductions shall be attached to each paycheck. Any employee discharged for just-cause shall be paid in accordance with Article 3.9 paragraph #1.

Pay errors shall be corrected before the end of the Employer's next business day. The employee may pick up the check, for the amount in error, at the Employer's office or request that the check be mailed to the employee. Mailed checks shall be postmarked on or before the next business day.

3.10(a) The following definitions apply to this Section:

- (1) "Shop Area" - the area within five (5) road miles of the city limits, as now defined, of Lewiston, Pullman, Spokane Valley, Moscow, and Coeur d'Alene; and within fifteen (15) road miles of the city limits, as now defined, of Spokane.
- (2) "Employer's Permanent Shop" - the regular place of business which an Employer qualified under Section 2.5 or the City Hall of Spokane to an out of jurisdiction contractor.
- (3) "Job Headquarters" - the electrical contractor's jobsite warehouse.

3.10(b) On jobs forty five (45) miles from the Employer's permanent shop area, workmen shall receive travel time and transportation or mileage from the Employer's permanent shop to the job for the day they start work on the job. Such workmen shall also receive travel time and transportation or mileage from such a job to the Employer's shop upon termination or completion of a period of employment on the job provided they have remained on the job at least four (4) weeks or until the earlier completion of available employment on the job. Workmen shall not otherwise be compensated for travel or subsistence on the first and last days. Mileage payments shall be limited to one hundred (100) miles. On each day subsequent to the starting day, but not including the last day of their assignment to the job, they shall be paid travel expenses from the nearest shop area boundary under Section (d) below.

When workmen who are already on the payroll are assigned to such a job and are required to remain there overnight the first night they shall receive actual expenses for board and lodging for the first day in addition to travel time and mileage or transportation.

3.10(c) When any workmen is required by the Employer to report to the Employer's permanent shop prior to reporting to a job, he shall be paid traveling time and furnished transportation from the Employer's permanent shop to the job and return. If he is requested to provide his own transportation for shop-to-job, job-to-job, or job-to-shop travel, he shall be reimbursed at the current IRS mileage rate for its use plus parking lot or parking meter fees.

Travel time outside of scheduled working hours shall be paid at straight time rate. This rate shall not apply to workmen who report to a jobsite under Section 3.10(d) below. No workmen shall use his private conveyance to transport tools or other material other than his own personal tools.

3.10(d) When any workman is requested to report directly or is dispatched by the Employer to any job outside a shop area, he shall be paid the following travel allowances as compensation for transportation and all reporting expenses, according to the highway mileage between the nearest shop area boundary and the job headquarters. Travel expense to any project will be determined by the zone within a majority of the area of such project lies.

| | |
|---|----------|
| Over 10 to 15 road miles | \$ 12.06 |
| Over 15 to 25 road miles | \$ 14.69 |
| Over 25 to 35 road miles | \$ 21.13 |
| Over 35 to 45 road miles | \$ 29.31 |
| Over 45 road miles. | \$ 41.25 |
| Excluding first and last days plus Section 3.10(b) | |

3.10(e) Any workman referred to a shop not in a designated shop area in excess of that shop's normal complement shall be compensated under Section 3.10(d) above, provided such compensation may be terminated if evidence that his job is of a permanent nature is supplied.

3.11 On all jobs requiring five (5) Journeymen, a Foreman shall be designated by the Employer. After two (2) Foremen are assigned to a job, there shall be a General Foreman who can still direct a crew separate and apart from the two initial Foremen. When twenty (20) or more Journeymen are on a job, a General Foreman shall be appointed by the Employer.

3.12 On jobs having a Foreman, workmen are not to take directions or orders or accept the layout of any job from anyone except the Foreman.

3.13 No Foreman of one job shall at the same time perform or supervise work on another job, and no Foreman shall supervise more than ten (10) Journeymen.

3.14 Each Journeymen or Apprentice shall provide himself with an adequate set of hand tools and a method for carrying those tools to enable him to perform his particular classification of work and such tools are to be kept in good condition at all times. Employers

shall replace drills, taps, bits, and saw blades broken on the job. By mutual consent of the Employer and the employee, a one-half (1/2") inch electrical drill or smaller, extension cord and small set of K.O. punches may be issued to a workman for his personal custody for the duration of his employment and classed with his personal tools. Journeymen or Apprentices shall not furnish the following tools:

- Pipe wrenches larger than 14"
- Vises of any type
- Pipe threading equipment of any kind
- Hickeys or bending tools of any nature
- Electric drills of any size
- Drop cloths
- Greenlee punches or hole cutting saws
- Cutting equipment above 1 1/2" in size
- Fish tape of any length
- Wire or cable pulling equipment, other than hand type grip

3.15 The Employer shall furnish all other necessary tools or equipment including hard hats and liners when needed. Workmen will be responsible for the safety and preservation in good condition of tools or equipment issued to them and will be held financially liable for tools or equipment which have been lost, damaged or destroyed through the carelessness or neglect of workmen or which are not returned to the Employer on termination, providing the Employer provides the necessary lockers, tool boxes or other safe place for storage.

3.16 Workmen shall install all electrical work in a safe and workmanlike manner in accordance with applicable Code and contract specifications.

3.17 A Journeyman shall be required to make corrections in improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by order of the Employer or the Employer's representative. Employers shall notify the Union within ten (10) days after discovery of improper work or final acceptance of the job by the owner's authorized representative, whichever is sooner, of workmen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of the provision.

3.18 Workmen employed under the terms of this Agreement shall do all electrical construction, installation or erection work and all electrical maintenance thereon, including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation and maintenance of all electrical lighting, heating and power equipment, except such work as approved in Trade Branch Agreements. It shall also include the installation of all wiring and apparatus used in underground services and distribution on customer's property, including pad-mounted or vault-contained transformers, underground service conductors and raceways, service entrance equipment and conductor, switchgear and panels.

3.18(a) Such work shall also include the welding, burning, brazing, bending, drilling and shaping of all copper, angle iron and brackets to be used in connection with the installation and erection of electrical wiring or equipment. All work of chasing and channeling necessary to complete any electrical work and the handling and moving of any electrical materials,

equipment and apparatus shall be performed by workmen employed under the terms of this Agreement.

3.18(b) The necessary cutting and threading of all conduit and nipples shall be performed by workmen employed under this Agreement, and where pipe cutting and threading machines are used on the job, same shall be operated by Journeymen or Apprentices.

3.18(c) However, the above shall not apply to items which cannot be fabricated under this Agreement because of the nature of the fabrication required or to items which are not customarily fabricated under this Agreement under trade practice in this jurisdiction. Prior to arranging for the fabrication of such items by employees or subcontractors not under this Agreement, the contractor will discuss the work involved with the Business Manager of the Local Union.

3.19 All commercial and industrial electronic equipment and apparatus shall be installed under this Agreement except such work as covered by the Communications Agreement.

3.20 On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more Journeymen must work together, one (1) standing by wearing rubber gloves.

3.20(a) Workmen shall observe all precautions for their own safety in accordance with the safety orders of the Industrial Commission and the rules of the Union. They shall also observe instructions of the Employer in matters of safety, provided such instructions are not in conflict with safety orders of the Industrial Accident Commission and/or working rules of the Union.

3.21 No employer shall have any employee on "stand-by" greater than (15) fifteen days in a calendar year. However weekends, holidays, vacations or individual and family medical leave shall not be counted as "stand-by" days.

3.22 Welders performing welds that require certification shall receive 10% premium.

ARTICLE IV

APPRENTICESHIP AND TRAINING

Section 4.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 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 industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being 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 4.02. All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a (3 or 4) 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with (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 4.03. 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 4.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 4.05. 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 qualification, 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 4.06. 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 4.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 4.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 4.09. Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC 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 4.10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

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

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

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

Section 4.11. 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 4.12. Each job site shall be allowed a ratio of 1 apprentice(s) for every 1 Journeyman Wiremen(man). (The local parties will determine the job site ratio, however, the ratio shall not be less than two apprentices for every three journeymen or fraction thereof. Should the parties agree to a ratio higher than the minimum 2 to 3, the following table must be modified to reflect the larger number of allowable apprentices.)

| Number of Journeymen | Maximum Number of Apprentices/Unindentured |
|----------------------|--|
| 1 to 3 | 3 |
| 4 to 6 | 6 |
| 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 4.13. 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 4.14. 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 4.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship 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 4.16. 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: 85 cents per hour for each hour paid. 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 V

Referral Procedure

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

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

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

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

5.5 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 is qualified.

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 I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training committee; and, who have been employed in the trade for a period of at least six months in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the Business Manager of the new Group I status local union shall by electronic means notify the Business Manager of the applicant's former Group I status local union.

GROUP II. All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any inside Joint Apprenticeship and Training Committee.

GROUP III. All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years 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.

5.6 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty eight 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".

5.7 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.

5.8 "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 following counties in the State of Washington:
Adams, Ferry, Lincoln, Pend Oreille, Spokane, Stevens, Whitman.

The following counties in the State of Idaho:
Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce, and Shoshone.

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

5.9 "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.

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

5.11 The union shall maintain an "Available for Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

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

5.13(a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Available for Work List" and then referring applicants in the same manner successively from the "Available for Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

5.13(b) An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

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

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

5.15 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.

5.16 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 5.4 through 5.14 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.

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

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

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

ARTICLE VI

Fringe Benefits

6.1 Fringe benefits provided for under this Agreement are due and payable on or before the tenth (10th) day of each month, covering the hours worked by each employee through the last payroll period in the prior calendar month. Each remittance will be accompanied by a form which shall be furnished for this purpose. Each report shall be filed, regardless of whether or not the Employer has employed any employees in the month covered by said report.

Any Employer who fails to file a report or pay contributions for any fringe benefits by the fifteenth (15th) day of the month in which such report or payment is due shall be considered delinquent. Legal action may be brought by the appropriate parties to enforce collection. Delinquent Employers shall be liable for all reasonable attorney's fees, court costs, and other expenses incurred in the enforcement of collection for such Employer, and each Employer shall make available applicable books and records for the purpose of auditing same to determine the amount of his liability. Action to collect contributions may be brought in the name of the respective Fund involved, its Trustees or any assignee or agent designated by said Trustees.

Delinquent Employers shall be liable to any employee affected by such delinquency for all benefits lost by such employee by virtue of such delinquency, and such delinquent Employer shall be also liable for reasonable attorneys fees for any action brought to recover the amount of said benefits.

In addition to penalties assessable for late payments and other legal action which may be taken to collect delinquent payments, individual Employers who fail to remit in accordance with the above provisions shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that required payments have been paid to the respective Funds.

Employers signatory to this agreement shall be required to maintain a ten thousand dollar (\$10,000.00) Fringe Benefit bond in accordance with the following guidelines:

- A. Employers becoming signatory to this Agreement, as their first IBEW Inside Electrical Agreement, shall be required to maintain the Fringe Benefit Bond for one year from the date they become signatory.
- B. Any Employer having a second delinquent Fringe Benefit Contribution, during a one year rolling time frame starting in the month in which they have their first delinquent contribution, shall be required to maintain the Fringe Benefit Bond for one year from the date of the second delinquency.
- C. Any Employer having more than one delinquent contribution, while maintaining a Fringe Benefit Bond, will be required to comply with section B. above.

All fringe benefits must be administered in accordance with Federal and State regulations governing such funds.

6.2 **HEALTH AND WELFARE:** Each Employer shall forward to the Inland Empire Electrical Workers Trust Fund Office, no later than the tenth (10th) day of the month, the full H&W contribution plus \$1.17 SBA per hour for each hour worked under this Agreement by all journeymen, foremen, general foremen and apprentices in payroll periods ending during the preceding month. These payments shall be paid monthly into a Trust Fund jointly established for this purpose.

6.3 **MONEY PURCHASE PLAN:** Each Employer agrees to pay Seven dollars (\$7.50) for each hour worked by all employees covered by this Agreement to a legally constituted pension annuity (money purchase) plan, a jointly trusted pension trust created pursuant to Section 302(c) of the Labor Management Relations Act. Apprentice contributions covered in Section 3.7(d).

Note: For the term of this agreement Journeymen, Foremen and General Foremen may select one of the following contribution rates for Retirement.

- A) \$9.00 per hour ((\$1.50 will be subtracted from the wage)
- B) \$7.50 per hour (no changes shall be made to the wage)
- C) \$5.00 per hour (\$2.50 will be added to the wage)
- D) \$3.00 per hour (\$4.50 will be added to the wage)

If no selection is made the contribution rate will be \$7.50 per hour.

Changes to the contribution rate shall only be made upon dispatch to an employer or during the first two weeks of June. Apprentices are not allowed to participate.

6.4 **APPRENTICESHIP AND TRAINING FUND:** All Employers subject to this Agreement shall pay (\$.85) eighty-five cents per hour for each hour worked under this Agreement for the purpose of maintaining the Apprenticeship and Training Program as outlined in Article IV.

6.5 **MISCELLANEOUS INSURANCE AND TAXES:** For all workmen covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance, Social Security, and such other protective insurance as may be required by law and shall furnish satisfactory proof of such to the Union. He shall also pay required Unemployment Compensation taxes.

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

6.7 Employers signatory to this Labor Agreement with IBEW Local Union 73 shall contribute an amount equal to seventy-five hundredths of one percent (.75%) of their gross monthly electrical payroll to the Contract Administration Fund. The monies are for the purpose of Administration for the Collective Bargaining Agreement, grievance handling, and all other Management duties and responsibilities in this Agreement. The Contract Administration Fund shall be submitted with all other Fringe Benefits covered in the Labor Agreement by the 10th of the month and shall be bound to the same delinquency

requirements under this Labor Agreement. The fund shall be solely administrated by the employers and collection and enforcement of delinquent payments shall be the sole responsibility of the fund and not the Local Union. All productive electrical payroll in excess of one hundred fifty thousand (150,000) manhours for electrical work in one calendar year shall be exempt from the Contract Administration Fund. These monies shall not be used to the detriment of the I.B.E.W. or the Local Union.

ARTICLE VII

NEBF

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

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

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

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

ARTICLE VIII

NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

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

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

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

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

ARTICLE IX

SUBSTANCE ABUSE

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

ARTICLE X

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

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

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

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

10.3 Each employer shall contribute ten cents (\$.10) per hours worked under this Agreement. 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 Eastern Division, Inland Empire Chapter, NECA, or its designee, shall be the collection agent for this Fund.

10.4 If an Employer fails to make the required contribution to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent

payment, but not less than the sum of twenty (\$20) dollars, for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

ARTICLE XI

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

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

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management 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 and related to the accomplishment of these purposes and goals.

11.2 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.

11.3 Each employer shall contribute one cent (\$.01) 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 Inland Empire Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

ARTICLE XII

CODE OF EXCELLENCE

12.1 The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

SEPARABILITY CLAUSE

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

SIGNED FOR THE EMPLOYERS:

Eastern Division
Inland Empire Chapter
National Electrical
Contractors Association

David G. Chally

David G. Chally
Chapter-Manager

7-1-2021
Date

SIGNED FOR THE UNION:

Local Union 73
International Brotherhood of
Electrical Workers

Ken D. Brown

Ken D. Brown
Business Manager-Financial Secretary

7/1/2020
Date