

AGREEMENT

between

JANESVILLE/BELOIT DIVISION

WISCONSIN CHAPTER, N.E.C.A., INC.

and

LOCAL UNION #890, I.B.E.W.

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EFFECTIVE JUNE 1, 2010 TO MAY 31, 2014

May 13, 2010

**AGREEMENT
LOCAL UNION #890, I.B.E.W. and
JANESVILLE/BELOIT DIVISION, WISCONSIN CHAPTER, N.E.C.A., INC.**

Agreement by and between the JANESVILLE/BELOIT DIVISION, WISCONSIN CHAPTER, NECA, INC. and LOCAL UNION No. 890, 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 "Division" or "Chapter" shall mean the Janesville/Beloit Division, Wisconsin Chapter, NECA, Inc. and the term "Union" shall mean Local Union No. 890, 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. Progress in this industry demands a mutuality of confidence between the Division, the Employers and the Union. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Division, the Employers, the Union and the Public, so that all will benefit by continuous peace and by adjusting any difference by rational common sense methods. Now, therefore, in consideration of mutual promises and Agreement contained herein, the parties agree as follows:

ARTICLE I

EFFECTIVE DATE / CHANGES / GRIEVANCES / DISPUTES

EFFECTIVE DATE:

SECTION 1.01 - This Agreement shall take effect June 1, 2010, and shall remain in effect until May 31, 2014 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

CHANGES:

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

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

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

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

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

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

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

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

GRIEVANCES/DISPUTES:

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

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

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

SECTION 1.08 - Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

SECTION 1.09 - When any matter in dispute has been referred to conciliation or arbitration for adjustment,

the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

SECTION 1.10 - Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within 30 calendar days of its occurrence shall be deemed to no longer exist.

ARTICLE II

EMPLOYER RIGHTS / UNION RIGHTS

SECTION 2.01 (A) - No member of Local #890, while he remains a member of such local and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

(B) - No more than one (1) member of a firm, partnership or corporation shall be permitted to work with the tools at any time. Whenever there is any question regarding firm ownership, satisfactory proof shall be furnished to the parties to this Agreement. Avoidance of the intent of this Section shall not be allowed by pretense of ownership of stock or interest in the subject contracting business by an immediate member of the family.

SECTION 2.02 - An Employer, as recognized by this Agreement, who contracts for electrical work, shall mean a person, firm or corporation whose principal business is electrical contracting. The Employer shall maintain a place of business and a suitable financial status to meet payroll requirements. He shall possess certain qualifications, knowledge, experience and financial responsibility, which are required of everyone desiring to be an Employer in the Electrical Contracting Industry.

MANAGEMENT RIGHTS:

SECTION 2.03 - The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

SECTION 2.04 - For all employees covered by this Agreement, the Employer shall carry Workmen's 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 this state, and shall furnish satisfaction of such to the Union. He shall also make contributions to the Wisconsin Unemployment Compensation Commission on all men, even though only one (1) man is employed.

SECTION 2.05 - The Employer recognizes the Union as the exclusive bargaining representative of all its

employees, covered by this Agreement performing work within the jurisdiction of the Union in respect to rates of pay, wages, hours of employment, and all other conditions of employment.

SECTION 2.06 - The Union maintains the right to discipline any of its members for violation of its laws, rules and regulations.

ANNULMENT/SUBCONTRACTING:

SECTION 2.07 - The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

SECTION 2.08 - All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

NON-RESIDENT EMPLOYEES:

SECTION 2.09 - An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

FAVORED NATIONS:

SECTION 2.10 - The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the

Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

SECTION 2.11 - The Union may appoint a Journeyman who has completed the I.B.E.W. Steward Training, if available, to act as Steward on any job or at any shop where workmen are employed under the terms of this Agreement, and shall notify the Employer, in writing, of the employee designated as steward for any job or shop. No steward shall be discriminated against by the Employer for the faithful performance of his duties as steward. In the event of a dispute or controversy arising on any job where employees are working under the terms of this Agreement, the employees shall remain at work, and the steward shall not cause any delays in the progress of any job, but shall notify the Business Manager of the Local Union. The Employer is to provide the Union with 24 hour notice prior to laying off of Steward.

SECTION 2.12 - The representative of the Union shall be allowed access to any shop or job at any reasonable time, with advanced notice to the Employer, when workmen are employed under the terms of this Agreement. When special passes are required, the contractor shall furnish the business representative with the same.

ARTICLE III

HOURS / WAGES / WORKING CONDITIONS

SECTION 3.01 (A) - Any eight (8) consecutive hours work between the hours of 7:00 a.m. and 4:30 p.m. with thirty (30) minutes for a lunch period, shall constitute a workday. The Employer shall be permitted to adjust the starting hours by up to one (1) hour in order to meet the needs of the customer. Forty (40) hours within five (5) days - Monday through Friday - shall constitute the workweek.

(B) - An Employer may, with the mutual agreement between the parties to the Inside Agreement or by owner/customer request, and with 24 hour notice to the Union, institute a work week consisting of four (4) consecutive ten (10) hour work days between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, with one-half hour allowed for a lunch period. This schedule shall not conflict with apprenticeship schooling.

SHIFT CLAUSE:

SECTION 3.02 - When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight 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 8% 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 13% for all hours worked.

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

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

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

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

SECTION 3.03 - All work performed outside of the regular scheduled hours as set forth in Section 3.01 and 3.02 of this Article shall be paid at 1-1/2 times the regular rate except for Sunday and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day, or days celebrated as such, which shall be paid at double the straight time rate.

SECTION 3.04 - No work shall be performed on Labor Day, except in case of emergency.

CLASSIFICATIONS/WAGES:

SECTION 3.05 - The minimum hourly rate of wages shall be as follows:

JOURNEYMAN WIREMAN: Effective June 1, 2010 - Increase wage/fringe package by \$.30, wage rate remains at \$29.50 per hour.

Effective June 1, 2011 - Increase the total wage/fringe package by \$.75 per hour

Effective June 1, 2012 - Increase the total wage/fringe package by \$.80 per hour

Effective June 1, 2013 - Increase the total wage/fringe package by \$.70 per hour

Effective December 1, 2013 - Increase the total wage/fringe package by \$.25 per hour

FOREMAN: Not less than 10% above the Journeyman rate.

GENERAL FOREMAN: Not less than 15% above the Journeyman rate.

JOURNEYMAN WIREMAN

WHEN CABLE SPLICING: Not less than 50 cents per hour above the Journeyman rate.

APPRENTICE WIREMAN – SIX (6) PERIODS

- 1ST PERIOD - 40% OF JOURNEYMAN WIREMAN RATE
- 2ND PERIOD - 45% OF JOURNEYMAN WIREMAN RATE
- 3RD PERIOD - 50% OF JOURNEYMAN WIREMAN RATE
- 4TH PERIOD - 63.5% OF JOURNEYMAN WIREMAN RATE
- 5TH PERIOD - 75% OF JOURNEYMAN WIREMAN RATE
- 6TH PERIOD - 90% OF JOURNEYMAN WIREMAN RATE

SECTION 3.06 - Payday Language:

- (A) Wages shall be paid weekly not later than quitting time on Friday and not more than three (3) days wages may be withheld at any time. When a recognized holiday falls on payday, payday shall be the preceding day. Any workman laid off or discharged by the Employer shall be paid all his wages immediately. In the event an employee is not paid off, waiting time shall apply at the regular straight time rate until payment is made but waiting time shall not exceed eight (8) hours in any twenty-four (24) hour period, Saturdays Sundays and Holidays excluded. A breakdown of deductions shall be furnished at the time of layoff.
- (B) The employee shall be held responsible for tending time slips in such a manner that they are received in the Employer's office or to the responsible person, not later than the morning following the close of the payroll period. Wages shall be payable on the job or by mail if agreed upon. Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union. Wage payments by mail shall be postmarked not later than midnight two (2) days prior to payday.
- (C) Any employee terminated for cause or who quits will be paid on the employers next normal pay date.
- (D) A four (4) part "termination notice" form is to be furnished by the Local Union and signed by the Employer, showing the date and cause. Employers shall give one (1) copy to the terminated employee, mail one (1) copy to the referral office, mail one (1) copy to the Wisconsin Chapter, N.E.C.A. office and retain one (1) copy for his file.

SECTION 3.07 - A foreman shall be designated by the employer on all jobs employing four (4) or more Journeymen, or six (6) persons, and shall not supervise more than ten (10) men.

On all jobs requiring more than thirty (30) Journeymen, a General Foreman shall be appointed by the Employer, and receive the General Foreman's rate of pay.

SECTION 3.08 - When men are directed to report to a job and do not start work, due to lack of materials and other causes beyond their control, they shall receive two (2) hours wages, unless notified before 7:00 a.m.

SECTION 3.09 - On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

SECTION 3.10 - Each Journeyman shall be required to furnish a minimum kit of tools necessary to perform his classification of work. The following shall be considered a minimum tool list for a Journeyman Inside Wireman:

- | | |
|---|--|
| 2 pr. channel lock type pliers | 1 set spin tite wrenches - 3/16" |
| 1 pr. 8" or 9" cutter pliers | 5/16", 11/32", 3/8", 7/16"&1/2" |
| 1 pr. 6" or 7" diagonal cutter pliers | 1 set Allen wrenches, up to and including 3/8" size |
| 1 pr. needle nose pliers | 1 set wrenches; open end, box socket or adjustable to 1" |
| 1 pipe wrench-14" or small chain tongs | 1 wire skinning pocket knife |
| 1 adjustable 10" wrench | 1 level, 9" or 12" |
| 1 screwdriver, stubby | 1 tap wrench, up to 1/4" |
| 1 screwdriver, 3" blade | 1 pr. airplane shears, 10" straight cut |
| 1 screwdriver, 5" blade | 1 voltage tester-induction type (not neon or incandescent) |
| 1 screwdriver, 8" blade | 1 chalk line |
| 1 Phillips screwdriver, size 1 & 2 | 1 flashlight (batteries furnished by Employer) |
| 1 wood chisel - 3/4" | * 1 set of taps-#6/32, #8/32, #10/24, 1/4 - 20 |
| 2 cold chisels, 1/2 & 1" | 1 center punch |
| 1 hack saw frame, adjustable | 1 plumb bob |
| * 1 key hole saw | 1 claw hammer |
| 1 folding rule - 6' | safe working shoes |
| 1 tool box | |
| * 1 set of drills, 1/8", 5/32", 3/16" 7/32", 9/32", 3/8", #36, #29, #25, #7 | |
| 1 scratch awl | |
| 1 combination square - 12" | |
| 1 leather tool pouch | |
| pencils | |

* Broken or worn cutting tools starred are to be replaced by Employer.

The Employer shall furnish all wrenches of any description, 16" or more in length, hack saw blades, cutting tools, bits, special tools of any kind and other necessary tools and equipment, including facilities for delivering Employers tools and materials to the job site. The Employer shall also provide a safe place for storage of all tools including the employees personal tools. Workmen shall be responsible for pick up and storing of the tools and/or equipment.

Workmen shall move personal tools, after 4:30 p.m., to next job site for the following day, if notified before 4:30 p.m.

SECTION 3.11 - Workmen shall install all electrical work in a safe and work-manlike manner and in accordance with applicable code and contract specifications.

SECTION 3.12 - A Journeyman shall be required to make corrections on improper workmanship for which he is responsible, on his own time and during regular working hours, unless errors were made by orders of the Employer or his Employer's representative (Foreman). Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes the responsibility for the enforcement of this provision.

SECTION 3.13 - Travel Language:

- (A) If any Employer wishes a man to transfer from one job site to another job site, through the course of a normal workday, such time shall be compensated as part of his normal workday at the appropriate rate of pay.
- (B) When required to do jobbing work, the Employer shall furnish transportation to carry the necessary tools, equipment, and materials to perform such jobbing work.
- (C) When workmen are sent outside the jurisdiction of Local Union #890, all transportation, board, and lodging shall be paid by the Employer.

SECTION 3.14 - On all energized circuits or equipment over 30 amps carrying 480 volts or over, or where work is done on extension ladders or staging over a public thoroughfare or on elevators, as a safety measure, one (1) Journeyman and one (1) or more qualified men shall work together.

SECTION 3.15 - The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed, or repaired, under economically sound wage, hour and working conditions by their members of the International Brotherhood of Electrical Workers.

SECTION 3.16 - On jobs requiring a General Foreman, the General Foreman shall be responsible for direction and layout procedures for the job. A Foreman shall be responsible for direction and layout for all men under his supervision, but shall take direction from the General Foreman, and a Journeyman shall direct an apprentice working under him.

SECTION 3.17 - All conduit and special brackets shall be fabricated, cut and threaded by employees working under the terms of this Agreement.

ARTICLE IV

INSURANCE / VACATION / HOLIDAY / TRAINING FUNDS / WORKING DUES / PENSION CONTRACT ADMINISTRATIVE MAINTENANCE FUND / SUBSTANCE ABUSE

SECTION 4.01 (A) - All Employers shall use a form provided for this purpose and shall include on that form such information as thereon requested. Employers shall remit monthly with these forms, a check in the total amount of the various contributions and deductions listed below to a jointly administered Wisconsin Electrical Employees Benefits Trust Funds, established to receive these remittances and disburse these

Funds to the proper accounts.

The cost of the operation and administration of these Funds shall be paid from accounts and amounts agreed on by the Trustees of each Fund. The payments and reports shall be due and owing the Trust Fund on the last day of each calendar month, and shall be mailed to reach the office designated as the Trust Fund office, **not later than fifteen (15) days following the end of each calendar month.** Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, and will be liable for any costs involved in any legal action necessitated to collect such due accounts, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Trust Fund.

(B) - Any Employer who fails to make timely remittance in accord with Paragraph (A) of this Section twice in any twelve month period, having been notified in writing of such failure, shall furnish a bond or monetary deposit to the Wisconsin Electrical Employees Benefits Trust Funds in an amount to be based on the number of persons he employed under the terms of the Agreement in accord with the following schedule:

(1) - One to five men	\$12,500.00
(2) - Over five men but not more than ten men	\$25,000.00
(3) - Over ten men but not more than twenty men	\$50,000.00
(4) - Over twenty men but not more than fifty men	\$125,000.00
(5) - Over fifty men but not more than seventy-five men	\$187,500.00
(6) - Over seventy-five men will be increased in accord with schedule 2 through 6.	

Any Employer required to furnish bond or monetary deposit under this provision will be released from that obligation at such time as his payments have been received in accord with paragraph (A) for a period of 12 months.

If a bond is furnished and is to be cancelled for any reason the Trustees shall be notified in writing sixty (60) days prior to such cancellation.

(C) - The Employers obligation under this Agreement is to make payments and contributions to the various Funds for all employees covered by this Agreement.

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

(E) - The Trustees of any Fund may, for the purpose of collecting any payments required to be made to such Funds, including damages and costs and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative action against any Employer, such Employer shall be obligated to pay to the respective Fund,

or Funds, attorney's reasonable fees, as well as any court reporter fees, filing fees, and the actual costs of effecting service of papers.

(F) - The Employer agrees that it shall not constitute a violation of this Agreement for the Union to remove the workmen employed by an Employer who is delinquent **twice in any 12 month period** in any wage or fringe payment due under the terms of this Agreement.

SECTION 4.02 - Insurance. The Employer agrees to contribute nine dollars and twenty-five cents (\$9.25) for each hour or fraction thereof worked by all employees covered under this Agreement to a jointly administered Trust Fund, for the purpose of providing health and welfare insurance for the employees. The amount contributed by the Employer shall be paid in the manner specified in Section 4.01 of Article IV of this Agreement.

SECTION 4.03 - Vacation and Holidays. The Employer agrees to deduct an amount equal to zero, five or ten percent (0%, 5%, 10%), at the option of the employee of the gross wages of all employees covered under this agreement to Local Union #890 Electrical Workers Vacation Fund for the purpose of providing vacation benefits to eligible employees. The percentage of deduction may be changed only when an employee changes Employers, or on January 1 of each year. The amount deducted by the employer shall be paid in the manner specified in Section 4.01 of Article IV of this agreement. This vacation allowance shall be withheld from the employee's weekly pay and sent on a monthly transmittal as outlined in Section 4.01.

Employees shall be entitled to vacation time off with a thirty (30) day notice to his employer.

SECTION 4.04 - Apprenticeship and Training Fund. The Employer shall forward their contribution as specified in Section 5.16 of Article V of this Agreement and to be paid in the manner specified in Section 4.01 of Article IV, of this Agreement.

SECTION 4.05 - Working Dues. 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 I.B.E.W. 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. The amount deducted shall be forwarded in the manner specified in Section 4.01 of Article IV of this Agreement.

SECTION 4.06 - Pension Plan. The Employer shall contribute an amount equal to twenty-three percent (23%) of the gross monthly payroll of each employee covered under the terms of this Agreement to a jointly administered trust fund for the purpose of providing a "profit sharing" type retirement plan.

SECTION 4.07 - Contract Administrative Maintenance Fund. All employers signatory to this labor agreement with the Wisconsin Chapter N.E.C.A. designated as their bargaining agent, shall contribute an amount not to exceed one percent (1%) of the gross monthly labor payroll for each employee covered by this labor agreement, to the Contract Administrative Maintenance Fund, to be administered solely by the Wisconsin Chapter N.E.C.A. The monies are for the purpose of administration of the collective bargaining agreement, grievance handling, and all other management duties and responsibilities under this agreement. The contribution shall be reduced for all productive electrical payroll in excess of 150,000 man-hours paid

by an employer for electrical work in any calendar year. The Contract Administrative Maintenance Fund contribution shall be determined by the Wisconsin Chapter N.E.C.A.

It shall be the goal of this fund to improve, enhance, and assist all signatory employers working within the jurisdiction of the Wisconsin Chapter N.E.C.A. in their understanding of, and in the interpretation and implementation of, the terms of this agreement and the purposes outlined above. These funds may not be used in any manner detrimental to the local union or the I.B.E.W.

The Contract Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the labor agreement, by the fifteenth day of each month. Any delinquency payments to the fund shall be the sole responsibility of the Wisconsin Chapter N.E.C.A. and not the local union.

SUBSTANCE ABUSE:

SECTION 4.08 - 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 V

STANDARD INSIDE APPRENTICESHIP AND TRAINING LANGUAGE

SECTION 5.01 - There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of 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 5.02 - All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they 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 telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

SECTION 5.05 - The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the 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 5.06 - To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

SECTION 5.07 - All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals

terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two 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 the number of apprentices necessary to meet the job site ratio as per Section 5.12.

SECTION 5.09 - 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 5.10 - To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

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

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

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

SECTION 5.11 - The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

SECTION 5.12 - Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

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

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

SECTION 5.13 - An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice. Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

SECTION 5.14 - Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

SECTION 5.15 - The parties to this Agreement shall be bound by the Local Joint Apprenticeship 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 .95% percent of the gross monthly payroll. 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.

NOTE: One half of one percent (.5%) of the aforementioned contribution shall be used to administer a full-time, "Statewide Apprenticeship Coordinator and Training Director Program."

| SECTION 5.17 - All journeymen should possess a minimum of a State of Wisconsin journeyman

certification or state license by May 31, 2014. The parties agree to have the LMCC Fund pay for the initial fees to obtain the journeyman certification or state license. Any renewal, recertification or re-licensing fees will be the responsibility of the individual.

ARTICLE VI

NATIONAL EMPLOYEES BENEFIT FUND

NEBF:

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

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

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

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

ARTICLE VII

NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

SECTION 7.01 - Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

150,000 man hours.

2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year. (Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

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

ARTICLE VIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

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

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

- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

SECTION 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 LMCC, as provided in said Agreement and Declaration of Trust.

SECTION 8.03 - Each employer shall contribute two-tenths of one percent (.15%) of the productive labor payroll for the operation of this Committee. 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 Wisconsin 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), 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

REFERRAL PROCEDURE

SECTION 9.01 - In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in the employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

SECTION 9.02 - The Union shall be the sole and exclusive source of referral of applicants for employment.

SECTION 9.03 - The Employer shall have the right to reject any applicant for employment.

SECTION 9.04 - The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

SECTION 9.05 - The Union shall maintain a register of applicants for employment established on the basis

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

JOURNEYMAN WIREMAN – JOURNEYMAN TECHNICIAN

GROUP I

All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

Group 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.

SECTION 9.06 - If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees."

SECTION 9.07 - The Employer shall notify the Business Manager promptly of the names and Social

Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

SECTION 9.08 - "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.

CountyTownship

Green	All
Jefferson	All
LaFayette	All
Rock	All
Walworth	All
Dodge	Emmett
Racine	That portion of Burlington Township from the Fox River to the west boundary of Burlington Township and from 1-1/2 miles south of the north boundary of Burlington Township to 3-1/2 miles north of the south boundary of Burlington Township.

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

SECTION 9.09 - "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

SECTION 9.10 - 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.

SECTION 9.11 - 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.

RE-REGISTRATION:

SECTION 9.12 - An applicant who has registered on the "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

SECTION 9.13 - An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

SECTION 9.14 (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 "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.

REPEATED DISCHARGE:

(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.

****The parties may extend this time period up to a maximum of two weeks if necessary***

SECTION 9.15 - The only exceptions which shall be allowed in this order of referral are as follows:

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

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

SECTION 9.16 - An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

SECTION 9.17 - 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 9.04 through 9.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

SECTION 9.18 - A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

SECTION 9.19 - A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

SECTION 9.20 - Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

ARTICLE X

SAFETY COMMITTEE

SECTION 10.01 - There shall be a Joint Safety Committee consisting of three members representing the Employer and three members representing the Union. The duties of this Committee shall be to recommend safe work rules that are equal or greater than the standards for construction as established by the Occupational Safety and Health Act of 1970, or other applicable federal or state laws. These safe work rules as recommended by the Committee shall be submitted to the parties to this Agreement to be used as part of this collective bargaining process. Any proposed changes or revisions in these safe work rules shall first be considered by this Committee for the concurrence and recommendations before being acted upon by the parties to this Agreement.

This Committee shall meet when called by the Chairman or when called by a majority of the current Committee members.

Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

The Employer shall furnish necessary goggles, hats, and safety equipment to be available at all times for proper use by workmen. All necessary equipment furnished by the Employer shall be in a safe and workable condition.

It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

ARTICLE XI

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

SECTION 11.01 - The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The

purposes of this Fund include the following:

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist worker 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 or related to the accomplishment of these purposes and goals.

SECTION 11.02 - 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 11.03 - 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 Wisconsin Chapter, NECA, or its designee, shall be the collection agent for this Fund.

SECTION 11.04 - If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the

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

SECTION 11.05 - The 1 cent-per-hour contribution for the National LMCC is to be paid from the Local LMCC Fund. There will be no increase in the wage/fringe package for this contribution.

ARTICLE XII

CODE OF EXCELLENCE

SECTION 12.01 – The parties of 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 the Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XIII

SEPARABILITY CLAUSE

SECTION 13.01 - 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.

SECTION 13.02 - Whenever any words in this Agreement are used in the masculine gender, they shall be construed as though they were also used in the feminine gender where they would so apply.

Signed for the JANESVILLE/BELOIT
DIVISION, Wisconsin Chapter,
N.E.C.A., Inc.

Signed for LOCAL UNION #890
International Brotherhood of
Electrical Workers

Loyal D. O'Leary
Executive Vice President

Leo Sokolik
Business Manager

*I.B.E.W. Local Union #890 - Inside Agreement
June 1, 2010 - May 31, 2014*

Date: _____

Date: _____

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