

RESIDENTIAL WIRING AGREEMENT

**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, 2007 THROUGH MAY 31, 2011

November 20, 2007

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

Agreement by and between the Janesville-Beloit Division, Wisconsin Chapter, National Electrical Contractors Association, (NECA), 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, N.E.C.A., 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.

TYPE OF WORK COVERED BY THIS AGREEMENT

It is mutually agreed that the provisions of this Agreement shall apply to all projects involving the construction, alteration, or repair of single-family houses or apartment buildings of no more than four stories in height. This includes all incidental items such as site work, parking areas, utilities, streets, and sidewalks.

BASIC PRINCIPLES

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

ARTICLE I

STANDARD CIR

EFFECTIVE DATE / CHANGES / GRIEVANCES / DISPUTES

EFFECTIVE DATE:

SECTION 1.01 - This Agreement shall take effect June 1, 2007, and shall remain in effect until May 31, 2011 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 Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

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 matter 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

EMPLOYEE RIGHTS / UNION RIGHTS

SECTION 2.01 - The Employer recognizes the Union as the exclusive representative of all employees performing work under this Agreement within the jurisdiction of the Union for the purposes of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment, on the type of work as defined herein.

SECTION 2.02 - No member while he remains a member and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

SECTION 2.03 - All employees shall be required to become and remain members of the Union as a condition of employment from and after the 8th day following the date of their employment or the effective date of this Agreement, whichever is later. The Employer shall notify the Union in writing within forty-eight (48) hours after employment of the name, address, social security number, and rate of pay of each employee who is employed under the terms of this Agreement.

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 make contributions to the Wisconsin Unemployment Compensation Commission. He shall file with the Union proof of such coverage.

SECTION 2.05 - The Union reserves the right to discipline its members for violations of its laws, rules and Agreements.

ANNULMENT/SUBCONTRACTING:

SECTION 2.06 - 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.

MANAGEMENT RIGHTS:

SECTION 2.07 - 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.

NON-RESIDENT EMPLOYEES:

SECTION 2.08 - An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

FAVORED NATIONS:

SECTION 2.09 - The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

SECTION 2.10 - The Employer shall have the right to call a Wireman by Name

ARTICLE III

HOURS / WAGES / WORKING CONDITIONS

SECTION 3.01 - Eight (8) consecutive hours work between the hours of 7:00 a.m. and 4:30 p.m., except for a thirty (30) minute lunch period, shall constitute a regular work day. Five (5) such days, Monday through Friday inclusive, shall constitute a regular work week. The starting and quitting times for each job shall be subject to variance by mutual agreement. There shall be a thirty (30) minute lunch period, which shall begin four (4) hours immediately following the regular starting time. All work performed outside the regularly scheduled hours, Monday through Friday and all day Saturday, shall be paid for at one and one-half (1-1/2) times the regular straight time rate of pay. All work performed on Sundays, and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, or days celebrated as such, shall be paid for at two (2) times the regular straight time rate of pay.

SECTION 3.02 - When workmen are directed to report to the job, such workmen shall be on the job ready to commence work at the regular starting time. All tools and materials shall be stored or put away before quitting time.

SECTION 3.03 - No work shall be performed on Labor Day except in case of emergency.

SECTION 3.04 - The minimum hourly rate of wages shall be as follows:

RESIDENTIAL WIREMAN \$21.00 per hour

Effective June 1, 2008 - increase total wage/fringe package by \$.75 per hour.

Effective June 1, 2009 - increase total wage/fringe package by \$.75 per hour.

Effective June 1, 2010 - increase total wage/fringe package by \$.75 per hour.

FOREMAN 20% above the appropriate Residential Wireman rate.

SUB-FOREMAN 10% above the appropriate Residential Wireman rate.

APPRENTICE RESIDENTIAL WIREMAN – SIX (6) PERIODS

1 st PERIOD	40% OF RESIDENTIAL WIREMAN RATE
2 nd PERIOD	50% OF RESIDENTIAL WIREMAN RATE
3 rd PERIOD	60% OF RESIDENTIAL WIREMAN RATE
4 th PERIOD	70% OF RESIDENTIAL WIREMAN RATE
5 th PERIOD	80% OF RESIDENTIAL WIREMAN RATE
6 th PERIOD	90% OF RESIDENTIAL WIREMAN RATE
COMPLETION	100%

SHIFT CLAUSE:

SECTION 3.05 - 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 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

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

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least 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 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 3.06(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 that time. Any workmen laid off or discharged by the Employer shall be paid all his wages immediately. In the event he is not paid off, waiting time at the regular rate (not to exceed eight (8) hours per calendar day) shall be charged until payment is made.

(B) - 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.

SECTION 3.07 - The Employer shall furnish all necessary tools (except pocket tools) or equipment to properly install and/or do the job. Workmen will be held responsible for the Employer's tools and equipment being stored in a safe manner provided the Employer furnishes a safe and suitable place for the storing of men's clothing and tools.

The list of pocket tools is as follows:

*1 multiple tap 6/32 - 8/32 - 10/32	1 wire strippers
2 pair channel lock type pliers	1 pair 8" or 9" cutter pliers
1 pair 6" or 7" diagonal cutter pliers	1 adjustable 10" wrench
1 screwdriver 3" blade	1 screwdriver 5" blade
1 phillips head screwdriver, size 2	1 hacksaw frame, adjustable
*1 keyhole - saw	1 folding rule - 6'
1 scratch awl	1 leather tool pouch
1 set allen wrenches	1 level 9" or 12"
1 flashlight (batteries furnished by employer)	1 claw hammer
1 romex stripper	1 wire skinning pocket knife
1 voltage tester (induction type, not neon or incandescent)	safe working shoes

*broken or worn cutting tools are to be replaced by the employer.

SECTION 3.08 - Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with the directions.

SECTION 3.09 - No traveling time shall be paid before or after working hours to workmen for traveling to and from any job in the jurisdiction when workmen are ordered to report on the job. 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.

SECTION 3.10 - On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more Residential Wiremen must work together.

SECTION 3.11 - Each job or project requiring more than two (2) Residential Wiremen shall be under the supervision of a Foreman or Sub-Foreman. Workmen are not to take directions or orders to accept the layout of any job from anyone except the Sub foreman or the Foreman.

SECTION 3.12 - When men are ordered to report at a shop or a job and are not put to work, they shall be paid for all time for which they are directed to remain available, but they shall receive no less than two (2) hours pay.

SECTION 3.13 (A) All local union members are encouraged to complete a minimum of twenty-four (24) hours of continued education over every four (4) years.

(B) It's highly recommended that all wiremen should possess a minimum of a State of Wisconsin Journeyman Certification or state license by the termination date of this agreement. The parties agree to have the LMCC Fund pay for the initial fees to obtain the journeyman certification or state license. After the termination date of this agreement, all wiremen not yet obtaining the journeyman certification or state license will be responsible for his or her own fees. Any renewal, re-certification or re-licensing fees will be the responsibility of the individual.

ARTICLE IV

REFERRAL PROCEDURE

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

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

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

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

SECTION 4.05 - The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

RESIDENTIAL WIREMAN

GROUP I 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, have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Residential 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 two years in the geographical area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have two or more years' experience in the trade and who have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Residential 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.

SECTION 4.06 - If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

SECTION 4.07 - The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

SECTION 4.08 - "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

<u>County</u>	<u>Township</u>
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 area under the Davis-Bacon Act to which the Agreement applies.

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

SECTION 4.10 - 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 two years' experience in the trade.

SECTION 4.11 - Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section 4.05 above shall be referred to the Residential Training and Apprenticeship Subcommittee for their consideration as an Apprentice.

SECTION 4.12 - The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

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

SECTION 4.14(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, and then Group III. 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 4.15 - The only exception which shall be allowed in this order of referral is 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.

SECTION 4.16 - 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 4.17 - It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

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

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

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

ARTICLE V

NATIONAL EMPLOYEES BENEFIT FUND

NEBF:

SECTION 5.01 - 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, 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.

SECTION 5.02 - 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.

SECTION 5.03 - The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

ARTICLE VI

NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

SECTION 6.01 - 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 VII

INSURANCE - VACATION - HOLIDAY - TRAINING FUNDS - WORKING DUES -
PENSION - L.M.C.C. - CONTRACT ADMINISTRATIVE MAINTENANCE FUND -
SUBSTANCE ABUSE ENABLING LANGUAGE

SECTION 7.01 (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 Benefit Trust Funds, established to receive these remittances and disburse these Funds to the proper accounts. The cost of the operation and the administration of these Funds shall be paid from accounts and amounts agreed on by the Trustees of each Fund. The payment 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 scheduled 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 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.

(D) - 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 inspections 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.

(E) - 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 7.02 - Insurance. The Employer agrees to contribute six dollars and sixty-seven cents (\$6.67) 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 7.01 of Article VII of this Agreement.

SECTION 7.03 - 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 7.01 of Article VII 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 7.01.

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

SECTION 7.04 - Training Fund. The Employer shall forward their contribution as specified in Appendix A of this Agreement and to be paid in the manner specified in Section 7.01 of Article VII, of this Agreement.

SECTION 7.05 - 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 7.01 of Article VII of this Agreement.

SECTION 7.06 - Pension Plan. The Employer shall contribute an amount equal to fifteen percent (15%) 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 7.07 - Labor Management Cooperation Committee (L.M.C.C.). 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.

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.

Each employer shall contribute two-tenths of one percent (.2%) 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.

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 7.08 - 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 equal to two-tenths of one percent (.2%) of the gross monthly labor payroll for each employee covered by this labor agreement, to the 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.

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 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 7.09 - 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 VIII

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

SECTION 8.01 - The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The 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 or related to the accomplishment of these purposes and goals.

SECTION 8.02 - The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

SECTION 8.03 - Each Employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The 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.

SECTION 8.05 - The National L.M.C.C. Fund contribution of one cent (1¢) per hour shall be paid from the local LMCC Fund, in SECTION 7.07.

ARTICLE IX

CODE OF EXCELLENCE

SECTION 9.01 – 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 X

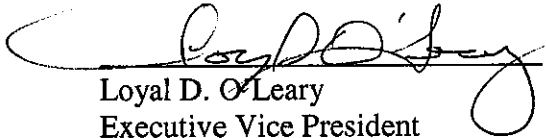
SEPARABILITY CLAUSE

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.

I.B.E.W. Local Union #890 - Residential Agreement
Effective June 1, 2007 - May 31, 2011

This Agreement will come into full force and effect when approved by the International President of the I.B.E.W.

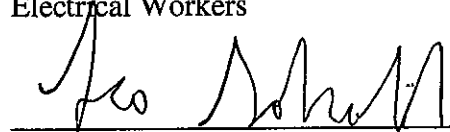
Signed for the JANESVILLE/BELOIT
DIVISION, Wisconsin Chapter,
N.E.C.A., Inc.



Loyal D. O'Leary
Executive Vice President

Date: 12/21/07

Signed for THE LOCAL UNION #890,
International Brotherhood of
Electrical Workers



Leo Sokolik
Business Manager

Date: 12/21/07

**APPENDIX A
(RESIDENTIAL TRAINING)**

**JANESVILLE/BELOIT DIVISION,
WISCONSIN CHAPTER N.E.C.A.
And
Local Union #890, I.B.E.W**

INTRODUCTION

The following rules adopted by the Residential Training Sub-Committee apply to all Residential Wireman Trainees and must be compiled with. They may be amended as needed and any changes become binding upon all parties involved with the program.

The goal of this program is to provide the residential electrical industry, through on-the-job-training and related instruction, a steady supply of skilled residential electricians, trained to respond to the changing needs of the industry.

RESIDENTIAL TRAINING SUB-COMMITTEE

1. There shall be a Residential Training Sub-Committee consisting of an equal number of representatives representing labor and management (either 2 or 3). Each party may designate an additional alternate member. Members of the Residential Sub-Committee shall be selected by the party they represent. At a minimum, at least one member of the Sub-Committee from each party should be actively engaged in the performance of residential work.
2. The Sub-committee shall from its membership but not from the same group, select a Chairman and a Secretary who shall retain voting privileges.
3. The sub-committee shall meet as deemed necessary but not less than once per quarter and also when called by the Chairman.
4. This Sub-committee shall adopt local residential training standards and curriculum and supervise all matters involving residential training in conformity with the local residential standards.
5. In case of a deadlock, the matter in dispute should first be referred to the local Joint Apprenticeship and Training Committee for settlement. Any proposed changes in this Agreement pertaining to residential training should be considered by the Residential sub-committee before being acted upon by the parties to this agreement.

6. In order to provide diversity in training or work opportunities, the Sub-Committee shall have full authority to transfer trainees from on job or employer to another.

PROBATIONARY PERIOD

1. The probationary period is the first nine (9) months of employment and or schooling.
2. During the probationary period, the sub-committee and the assigned employer shall make a thorough review of the Trainees mechanical ability, attitude, initiative, dependability and judgment.
3. The assigned employer will report to the sub-committee on the progress of the trainee prior to the end of the probationary period and throughout the term of training. The sub-committee for cause, in accordance with its rules, may remove a Trainee who has completed his/her probationary period from training. Such removal also cancels his/her classification of trainee and the opportunity to complete this training.

SUPERVISION

A Residential Trainee is to be under the supervision of a Residential Wireman at all times. Residential Wiremen are not required to constantly watch the Trainee, but to lay out the work required and permit the Trainee to perform the work on his/her own. Residential Wiremen are permitted to leave the immediate work area without being accompanied by the Trainee.

TRAINING & ADVANCEMENT

The trainee program shall be three (3) years. Advancement through the program is contingent upon successful completion of the required curriculum as established by the sub-committee and fulfilling the on-the-job training requirement (OJT) as stated below:

Residential Trainees OJT: 6,000 hours – Related Instruction: 240 hours

<u>Period</u>	<u>OJT Hours</u>	<u>Wages and Fringe Benefits</u>
1	0 – 1,000	40% of Wireman Scale plus NEBF
2	1,001 – 2,000	50% of Wireman Scale plus full benefits
3	2,001 – 3,000	60% of Wireman Scale plus full benefits
4	3,001 – 4,000	70% of Wireman Scale plus full benefits
5	4,001 – 5,000	80% of Wireman Scale plus full benefits
6	5,001 – 6,000	90% of Wireman Scale plus full benefits
	6,001 and over	100% of Wireman Scale plus full benefits

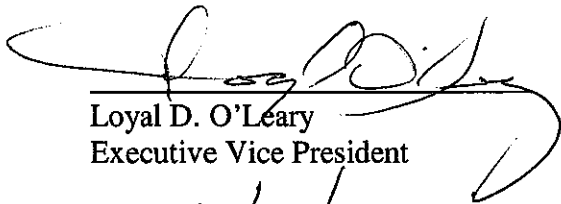
HIRING & RATIO'S

1. All Trainees employed under the terms of this agreement shall be obtained from the Residential Sub-committee. An employer may identify a prospective Trainee and refer that individual to the sub-committee or its designated agent to apply for admission into the training program.
2. The Sub-committee is authorized to register a total number of trainees not to exceed a ratio of one (1) trainee to one (1) Residential Wireman who are normally employed under the terms of this agreement.
3. Each employer shall be allowed a jobsite ratio of one (1) Residential Trainee to one (1) Residential Wireman. Such ratio shall not be exceeded on any job unless mutually agreed to by the parties to the Residential agreement.
4. 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 fifty-five hundredths of one percent (.55%) of the gross monthly labor payroll. The amount contributed by the Employer shall be paid in the manner specified in Article VIII, Section 8.01 of the Residential Agreement.

Note: Three tenths of one percent (3/10 of 1%) of the aforementioned contribution shall be used to administer a full time "Statewide Apprenticeship Coordinator and Training Director Program."

5. Contributions to all other funds shall be made as prescribed in the current Residential agreement between the parties.

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



Loyal D. O'Leary
Executive Vice President

Date: 12/21/07

Signed for THE LOCAL UNION #890,
International Brotherhood of
Electrical Workers



Leo Sokolik
Business Manager

Date: 12/24/07