

AGREEMENT

between

**ST. LOUIS CHAPTER
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION
and
LOCAL UNION NO. 1
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

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

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

As used, hereinafter, in this Agreement, the term "Chapter" shall mean the St. Louis Chapter, NECA, and the term "Union" shall mean Local Union No. 1, IBEW.

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

WITNESSETH:

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

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

ARTICLE I MODIFIED CIR EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES

Effective Date

Section 1.01 This Agreement shall take effect June 1, **2010**, and shall remain in effect until June 1, **2013**, 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) In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR), either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

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

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

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

Amendment by Consent

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

No Strike or Lockout

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

Grievances/Disputes

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

Adjustment of Grievances

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

Voting and Quorum

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

Council on Industrial Relations

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

Section 1.09 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10 Any grievance not brought to the attention of responsible opposite parties to this Agreement, in writing, within thirty (30) working days of its occurrence shall be deemed to no longer exist.

Any grievance dismissed due to untimely filing shall not be utilized by either party to set precedent or establish past practice. The Joint Labor-Management Committee shall meet quarterly for the adjustment of grievances. The meeting date in each quarter shall be mutually agreed to.

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

Workers' Compensation

Section 2.00(a) For all Employees covered by this Agreement, the Employer shall carry Workers' Compensation insurance with a company authorized to do business in this state, social security and such other protective insurance as may be required by the laws of the state in which the work is performed.

(b) The Employer shall designate a management employee who is familiar with the appropriate workers compensation rules, laws, and procedures, and who shall interact with and assist injured bargaining unit employees as to processing claims. This individual shall facilitate access to owner or contractor-controlled workers' compensation insurance programs. This person shall be responsible to provide employees with information concerning their rights to seek first aid or medical treatment.

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

Unemployment Contributions

(d) The Employer shall make contributions to the State Unemployment Compensation Commission, regardless of number of Employees, and shall have a license to operate when and where necessary.

Definition of Employer

Section 2.01 Certain qualifications, knowledge, experience, an employer/employee who maintains the proper electrical license (as required by Ordinance in the area where work is performed), and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements and timely contributions to fringe benefits as required in Article VI.

Management Rights

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

Bonding of Employers

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

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

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

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

All reference to surety bond in Section 2.04(a), (b), (c) and (d) shall also apply to an irrevocable bank letter of credit. The surety bond and/or letter of credit shall be on a standard form approved by the Administrative Manager of the IBEW/NECA Service Center.

(b) Bond Levels

Employers shall furnish a Surety Bond of \$5,000.00 for each bargaining unit employee. Employers are encouraged to furnish bonds adequate to secure the maximum level of employees required by that company. The Union Hiring Hall shall not refer additional applicants to Employers with insufficient bonds. Additional bond provisions include:

(1) If an Employer has an inadequate bond or becomes delinquent in payment of wages (excluding paycheck errors) and/or fringe benefit contributions; the Union Hiring Hall shall not refer additional applicants for employment, until the appropriate surety bond is furnished as required by the schedule contained in this subsection.

(2) Implementation of referral restriction shall not be interpreted to allow the Employer to hire temporary employees as specified by Article IV, Section 4.06. Restrictions limiting additional referrals shall expire effective the calendar month the Employer achieves twenty-four (24) consecutive months of timely payments of trust fund contributions. This new surety bond shall be in compliance with Section 2.04(a) of the Agreement.

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

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

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

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

Exclusive Bargaining Agent

Section 2.05 It is agreed that the Union, its agents, representatives or successors, is recognized herein as the sole and exclusive bargaining agent representing the

Employees of the Employer as herein defined and set forth in the following sections.

Employees Contracting and Employers Working

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

(b) Definition of Working Employer

A working employer is a person who:

(1) Meets both the following requirements:

(a) Has signed, or is the spouse of the person who has signed, a Letter of Assent to this Agreement or is the only bargaining unit employee of the signatory Employer; and

(b) Has been referred by Local Union No. 1, IBEW to enter the Bargaining Unit as a Working Employer and has not voluntarily withdrawn from the Bargaining Unit.

(2) An Employer may have only one (1) Working Employer. All other Employees who have previously been reported as Working Employers shall be considered Supervisory Employees.

(3) It is mutually understood that a Working Employer who is the only bargaining unit employee shall not perform work specified by Article X to require a second employee to assure safety.

(c) On jobs where overtime work is required, the Working Employer will offer the overtime work on that job to the other workers, in accordance with Article III, Section 3.08, before the Working Employer is eligible to work. The Working Employer shall offer overtime opportunities on any job where the Working Employer is not working that workday to all workers in the shop; before the Working Employer is eligible to work.

(d) Contributions and Reporting for a Working Employer

(1) A Working Employer shall report and pay wages and fringe benefit contributions not less than a Journeyman Electrician based on a full workweek, as that is periodically defined by the then current Collective Bargaining Agreement. Overtime wages and fringe benefit contributions are required for all hours worked, that are covered by the terms of this Agreement.

(2) The Working Employers' hours shall be filed on the Employer's monthly report. No separate monthly report shall be filed for a Working Employer; but the Working Employer shall be identified as such on the monthly report.

(3) A Working Employer shall report and pay wages and fringe benefit contributions for every week that work is performed. Contributions are not due for up to four (4) weeks during which the Working Employer is on vacation or otherwise not at work. If more than four (4) weeks of vacation are taken, contributions will be due for those additional weeks.

(4) For a period of not more than **eighteen (18)** calendar months, beginning the date that a new Employer executes a Letter of Assent to this Agreement, the Working Employer requirements specified above shall be waived provided:

(a) NEBF contributions shall be paid for the Working Employer at a minimum of one hundred sixty (160) hours per month.

(b) **Health and Welfare contributions shall be paid for the Working Employer based upon the then current family Cobra monthly premium as established by the Trustees of the Health and Welfare Fund. (Approximately 115 hours contribution per month).**

(c) The Working Employer shall report and pay wages and all other fringe benefit contributions not less than a Journeyman Electrician for all hours worked by the Working Employer that are covered by the terms of this Agreement.

(d) Overtime wages and fringe benefit contributions shall be reported and paid for all such hours worked by the Working Employer that are covered by the terms of this Agreement.

(e) **Termination of Working Employer Status**

(1) Working Employer status can be voluntarily terminated with written notice to Local Union No. 1, IBEW and the St. Louis Chapter, NECA.

(2) Upon the termination of Working Employer status, contributions will no longer be due to or accepted by trust funds specified by the Agreement; except where the fund allows for non-Bargaining Unit participation.

(3) In the event of a voluntary termination of Working Employer status, the Working Employer cannot reenter the Bargaining Unit, return to work with the tools or participate in trust funds without a new referral from Local

Union No. 1, IBEW.

(f) Supervisory Employees

Supervisory Employees working under the Agreement, but whose duties change, may continue to participate in fringe benefit plans specified by this Agreement at their actual hours and wages providing that they are reported at no less than a full workweek for at least forty-eight (48) weeks per year. **If an Employer reduces a supervisory employee to less than full time, due to lack of work, fringe benefits may be reduced to the level of actual hours worked provided the IBEW/NECA Service Center is so notified. Health and Welfare contributions during this period of work reduction shall be paid at not less than the then current family Cobra monthly premium, as established by the Trustees of the Health and Welfare Fund. NEBF contributions shall be paid at a minimum of one hundred sixty (160) hours per month.** If, however, a decision is made to cease participation, that Employee, like the Working Employer, may only come back into the Bargaining Unit and participate in fringe benefit trust funds through the referral procedure. Trust Funds specified by this Agreement will not accept contributions for these Employees until notification of that referral by Local Union No. 1, IBEW. The Supervisory Employees shall be identified and reported on the monthly trust fund report with all other Employees and any Working Employer.

Admittance to Projects

Section 2.08 It is further agreed that in the event the Business Manager of the Union or the Business Manager's assistants are denied admittance to projects where Employees are working under the terms of this Agreement, the Union reserves the right to remove the employees from the job.

Non-Resident Employees (Portability)

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.

Assistance to Other Labor Organizations

Section 2.11 This Agreement does not deny the right of the Union or its Business Manager to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so. No removal shall take place until notice is first given to the Employer involved.

No Restriction on Tools

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

(b) There shall be no restriction upon the utilization of any material bearing UL or NEMA labeling, where applicable, including manufactured components and assemblies of component parts available as Catalog items available from a manufacturer or distributor.

Contractors shall not outsource the fabrication of assemblies of component parts, or other materials that do not meet the above-listed standards, as addressed in Section 2.19(e), unless mutually agreed. The Union reserves the right to address a violation of this subsection through Section 2.25 and Section 2.27.

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

Employer Furnished Tools

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

Storing of Tools

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

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

Employee Tools

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

Hammer	Tap Wrench
Hack Saw Frame	Assortment of Screwdrivers (Standard and Phillips head)
6 ' Rule	Voltage Tester for testing up to 440 volts
Small Metal Torpedo Level	Center Punch
2 – Wrenches either strap, pipe, or large Channellock	Knife
2 – Regular Size Channellocks	Keyhole Saw Handle
Diagonal Pliers	Combination Square – 12"
Side cutting Pliers	Crescent Type Wrenches up to 10"
Needle Nose Pliers	1 – Chalk Box and Line
1 – Plumb Bob	Tool Box that can be locked
Small Reamer up to 1"	Roto Split

Employer Assigned Tools

(b) The employer may assign non-power hand tools to employees and require these employees to carry these tools with personal tools and return them upon request. These non-power hand tools may include, but are not limited to, a socket set, flashlight, drill bits, taps, and wrenches and are intended to fit in the employee-provided tool box.

If an employee reports loss, damage or theft of Employer assigned tools, the Employer will not impose any disciplinary action against that employee, Employers are encouraged to identify assigned tools when practical.

Tools for Apprentices

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

Employer Provided Plans

(d) Any Foreman or General Foreman shall be allowed to transport employer provided plans and specifications directly to or from the job in his/her personal vehicle.

Stewards

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

Effective and timely communication between the Employer's supervision and the Union Steward is essential to improve working relationships and maximize jobsite harmony. The Union Steward, working in conjunction with project supervision, can be an asset to the contractor and the customer by solving potential problems before they happen, thereby preventing disruption that may interfere with production of the entire project. Contractors will encourage jobsite supervisors to keep the Steward informed of project developments that may have an impact upon the Steward's responsibilities. The Union and the Employer will instruct Stewards and onsite supervisors to establish a process to handle problems without involving the customer. The Union will also make a good faith effort to notify the Employer prior to taking action that will impact the Employer or the Employer's customer.

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

The responsibility/duty of the Steward is to the project for which that Steward's contractor is responsible. However, it is understood that multiple stewards on multiple projects or jobs at the same location or job site, may, from time to time, confer with each other in an effort to clear up differences of opinion or jurisdiction and for project continuity.

If the Employer provides the Steward with a written report listing employees, employee classification, straight time hours worked, overtime hours worked, and straight time and overtime wages paid; this report will satisfy the Union's requirement for a steward's report and no manually prepared steward's report shall be required. The steward may reconcile differences between the printed report and other records or assist employees to correct payroll errors.

The job steward shall be retained until all work is complete except final commissioning, start-up, or punchlist activities. Should this not be the case, the Business Manager's office shall be notified by noon five regular work days preceding the steward's transfer or layoff (unless mutually agreed otherwise), to allow the Business Manager's office time to confer with the Employer about this decision. If notification takes place after noon, an additional work day must be provided, unless mutually agreed otherwise.

No steward shall be discriminated against by an Employer because of his/her faithful performance of duties as steward. The Union shall be notified before a steward's employment is terminated by reason of discharge. A written explanation shall be furnished to the Business Manager's office stating the reason for discharge.

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

On any job or project employing fifteen (15) or more employees working under the terms of this agreement, the rate of pay for the steward of record shall be \$1.00 an hour above the journeyman wireman rate. This rate of pay is to compensate the steward for duties other than union duties that assist the foreman or general foreman in accordance with past practice and not in conflict with this agreement.

Maintenance of Membership

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

Joining Union

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

Respecting Work Jurisdiction

Section 2.18 The Employer further recognizes that it will respect the work

jurisdiction of the Union and shall not direct or require Employees or other persons other than the Employees in the bargaining unit here involved to perform work which is recognized as the work of the Employees in said unit.

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

(b) The Employer recognizes that the installation of all conduits or other raceways for all electrical systems shall be performed by Employees of the bargaining unit, except as specified in the Missouri VDV/S Agreement.

(c) Employees of the bargaining unit shall install the complete installation of energy management systems, industrial process control systems, HVAC controls and associated systems.

(d) Employees of the bargaining unit may install the complete Scope of Work as listed in the Missouri VDV/S Agreement.

(e) All hangers, brackets and supports, except as specified by Section 2.12(b), cutting and threading of conduit and service assemblies not fabricated on the job, shall be fabricated by employees under the terms of this Agreement.

(f) All hangers, brackets, supports, grid systems etc., used solely for the support of any electrical devices, material and/or equipment shall be installed by employees under the terms of this Agreement.

(g) All electrical work associated with renewable electrical energy sources such as solar photovoltaic, geothermal, wind, biomass, wave, etc., and other distributed energy installations such as fuel cells, micro-turbines, etc., shall be installed by employees under the terms of this Agreement.

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

Placing Workers in Classification and Handling of Material

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

(b) An applicant's group status as specified by Article IV of this Agreement is determined at the time the applicant is referred for employment. However, an applicant who becomes actively employed under this Agreement and who passes a Journeyman Wireman examination while actively employed under this Agreement shall have his/her status changed on the date that he/she passes the examination, provided that he/she meets the other requirements of Article IV.

(c) Material Handlers, employed under the terms of the Warehouseman and/or Drivers, Tool and Material Expeditors Agreement between the parties, may deliver and pick up tools and materials to a single storage or staging area located on each jobsite. Material Handlers may unload tools and materials; deliver them to the storage or staging area.

(d) If electricians and communication employees utilize different storage or staging areas, Material Handlers shall be allowed to deliver and pick up tools and materials from one area for each classification utilized on the jobsite.

Maximum Union Security

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

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

1. Each employee shall be provided with a complete copy of employer and/or project work rules, including all specified attachments and procedures. A copy of each work rule document shall be mailed to Local Union No. 1, IBEW and the St. Louis Chapter, NECA. When practical, Employer or project work rules should be submitted five (5) or more work days prior to implementation to facilitate timely review.

2. Each employee shall sign a copy of the applicable employer and/or project work rules (or similar acknowledgement document), if requested to do so.

3. The employer acknowledges that all enforcement of employer and/or project work rules (including discipline) shall be administered by supervisory personnel of the signatory employer.

4. The Agreement creates binding obligations for both employers and employees. It is mutually agreed that the grievance procedure specified by this Agreement shall be utilized to resolve all disputes. Employee signature to the above-referenced work rules shall not limit rights or obligations applicable to either employers or employees (including discipline) specified by the Agreement.

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

(d) Contractors have the right to subcontract work to other contractors signatory to IBEW Agreements (the Inside and Communication Agreements between the St. Louis Chapter, NECA and Local Union No. 1, IBEW. Contractors or subcontractors may supply, transfer or share tools and materials. Article IV - Hiring Procedures require contractors to utilize the Hiring Hall as the source for referral of applicants.

To ensure the participation of MBE/WBE/DBE Employers on a project, (and subject to any limitations imposed by the project compliance officer), a contractor shall have the right to assist the MBE/WBE/DBE firm to meet its obligations and staff the project by assigning a bargaining unit employee (identified by name on the "Notice of Subcontract" Form) to the MBE/WBE/DBE contractor. This employee would serve as a mentor to develop a minority contractor's supervision and to expand employment opportunities for minority workers. This individual may also serve as Foreman or General Foreman for the MBE/WBE/DBE contractor's workforce.

Contractors shall notify the St. Louis Chapter, NECA and Local Union No. 1, IBEW, in writing, on a form prescribed and furnished by the Union and the Chapter, of the Scope of Work for a project subcontracted to another IBEW contractor. When practical, "Notice of Subcontract" forms should be submitted three (3) or more work days prior to commencement of work to avoid misunderstandings concerning these issues.

(e) When two or more employees are to be employed on a job in excess of two or more weeks, it shall be the responsibility of the Employer to report the location of the project to the Business Manager's office.

Multiple Projects

Section 2.23

(a) In accordance with Article II, Section 2.02 of this Agreement, with notification to Local Union One, IBEW, multiple projects at the same location or jobsite, for different customers (whether owner, general contractor, construction manager, or

other prime contractor) may be managed as separate projects or combined.

(b) Projects in different buildings for the same customer may be managed as separate projects or combined.

(c) By mutual agreement, multiple projects at the same location or jobsite for the same customer may be managed as separate projects.

(d) By mutual agreement, multiple projects at a National Agreement jobsite may be managed as separate projects.

Employees Injured or Becoming Sick on the Job

Section 2.24 In the event an Employee becomes sick or is injured on a job during working hours, that Employee shall be allowed time required to receive initial medical attention. If a sick or injured Employee is unable to travel to a doctor or hospital unaided, the Employer shall see to it that one of the Employer's representatives shall accompany that individual and should it be an Employee working under the provisions of this Agreement, that employee too shall be allowed time to accompany sick or injured employee. Employer shall post on the job a list of hospitals, doctors, and ambulance service. When an Employee is injured on the job and instructed, in writing, by a physician to stay off the job, that Employee shall receive a full day's pay for the day the injury occurred.

Annulment/Subcontracting

Section 2.25 The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

Vehicle Identification

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

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

Liquidated Damages

Section 2.27 As a remedy for violations of Section 2.25 or to resolve grievances where actual damages cannot be calculated, the Labor-Management Committee or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, is empowered, at the request of the Union, to require an Employer to pay liquidated damages at the rate of \$2,000.00 per day for each day that an Employer violates Section 2.25 with a job of ten (10) Employees or less, and \$4,000.00 per day for each day that an Employer violates Section 2.25 with a job of eleven (11) or more Employees. Liquidated damages shall be computed separately for each job, which violates Section 2.25.

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

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

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

Successorship Clause

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

Installation in Accordance with Codes

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

The journeyman, foreman or general foreman shall be required to make all necessary corrections in work for which they are responsible and to make said corrections on their own time during regular working hours provided said corrections are limited to installations not installed in a workmanlike manner, or installations established by the applicable Inspection Authority that violate the National Electrical Code.

The Contractor or management representative (Foreman or General Foreman) shall be responsible for workmanship. Said corrections will be coordinated with the Union. The Joint Labor-Management Committee shall resolve any dispute concerning corrections and shall meet within two (2) business days to address any such dispute.

Failure of any Employer to install work in compliance with the aforementioned standards, as interpreted by the proper enforcing authorities, shall be sufficient cause for cancellation of this Agreement.

Serving as Electrical Inspector

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

ARTICLE III **HOURS - WAGES - WORKING CONDITIONS**

Work Day and Work Week

Section 3.01(a) The work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the workweek from Monday through Friday inclusive. An early starting time of 6:00 a.m. may be utilized if all building trades on the project use that starting time. **By mutual agreement, the early starting time of 6:00 a.m. may be utilized if the IBEW is the only trade on the project.**

Employees shall be at their assigned work area on the project ready to begin work at their regularly assigned starting time and shall remain at work within the employee's assigned work area until their regularly assigned quitting time. The Employer may stagger the starting time of employees or crews on jobs or projects. One-half hour shall be allowed for lunch between the hours of 10:30 a.m. and 1:00 p.m. All tools and equipment shall be put in a safe place starting ten minutes or more prior to the regularly assigned quitting time, at the discretion of the Employer.

Prevailing Wage Projects

Employees assigned to a public works project bid under the published Annual Wage Order (AWO), part of a Missouri Prevailing Wage Determination for that project (or Federal Prevailing Wage Determination by mutual agreement), may be paid at that existing wage and benefit rate (except that; the hourly rate for Health and Welfare shall be increased consistent with annual contract increases) for the duration of the work covered by that bid document and the AWO. Employers shall verify to Local One, IBEW the published AWO and the Prevailing Wage Determination in the project bid document. **These conditions shall not apply to projects worked under the terms of any specialty agreement; provided that the contractor receives notice of the specialty agreement in the project specifications or from NECA-IBEW (Example – A Project Labor Agreement).**

Four-Ten Hour Day Work Week

(b) With five (5) working days notice to the Union (or shorter notice by mutual agreement), the Employer may institute a work week consisting of four (4)-10 hour days, Monday through Thursday, provided the following conditions apply:

1. The four (4)-10 hour day work week shall only be utilized if all building trades on the project are using the four (4)-10 hour day work week **or by mutual agreement.**
2. Friday may be utilized as a make-up day, and if utilized, at least eight (8) hours shall be scheduled. If utilized, the makeup day shall be scheduled to create an opportunity for the entire IBEW workforce to achieve a forty (40)-hour work week. The rate of the pay (straight time or overtime) for the makeup day shall be the same for all non-supervisory personnel. If the makeup day is a holiday, the employee shall be paid at double the straight time rate of pay.
3. During the four (4)-10 hour day work week, there shall be no staggered starting time.

4. Apprentices attending school shall not be assigned to a four (4)-10 hour day work week unless no alternative assignment is available. The JATC may approve such assignment.

Geographical Zones

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

Voluntary Work Reduction

(d) When an Employer voluntarily reduces work within the shop, the Employer will distribute available hours fairly among all Employees.

Zone II Transfers

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

Inclement Weather

(f) Employees reporting to their regularly designated time and place to perform their work will not be laid off due to inclement weather, but will be assigned to other jobs when work is available or be supplied suitable protective gear to allow them to perform their work in a safe and protected manner. **The Employer may implement project Inclement Weather procedures for the entire shop or for specific projects, provided such policies are communicated, in writing, to employees, the Union and NECA, in accordance with Section 2.22(b).**

Overtime Rate and Holidays

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

(b) Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (twelve (12) continuous hours, starting no earlier than 6:00 a.m.), Monday through Friday, shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at **two times (2x) the regular rate of pay.**

(c) The first eight (8) hours of work on Saturday shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay. Hours worked in excess of eight (8) hours on Saturday shall be paid at two times (2x) the regular rate of pay.

(d) Except as specified elsewhere by this Agreement, double time shall be paid for all work performed on Sundays and the following legal holidays, or days that may be celebrated as such, and as designated by the federal government:

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

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

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

(g) On emergency calls and service work Monday through Friday, up to four hours per day (between the hours of 4:00 pm and 12:00 midnight shall be paid at the rate of one and one-half times (1.5x) the hourly rate. Hours worked after midnight shall be paid at double time (2x) the hourly rate. This section shall not be worked in conjunction with (same day) subsection (b) above.

No Work on Labor Day

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

No Work Outside Regular Working Hours

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

Attendance at Classes and Meetings

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

Classifications/Wages

Section 3.05(a) The minimum hourly rate of wages shall be as follows:

	<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Journeyman Wireman	\$30.30	* See Below	*See Below
Journeyman Technician	100% of Journeyman Wireman rate		
Foreman	100% of Journeyman Wireman rate, plus \$2.50		
General Foreman	100% of Journeyman Wireman rate, plus \$5.00		

Apprentice Wireman – Six (6) Periods

- 1st Period - 40% of Journeyman Wireman rate
- 2nd Period - 50% of Journeyman Wireman rate
- 3rd Period - 60% of Journeyman Wireman rate
- 4th Period - 70% of Journeyman Wireman rate
- 5th Period - 80% of Journeyman Wireman rate
- 6th Period - 90% of Journeyman Wireman rate

Wage Rates

Section 3.06(a) The following hourly wage rates shall be paid on all non-residential work:

	<u>6/1/10</u> through <u>5/31/11</u>	<u>6/1/11</u> through <u>5/31/12</u>	<u>6/1/12</u> through <u>5/31/13</u>
Journeyman Wireman	\$30.30	*See Below	*See Below
Foreman (journeyman rate, plus \$2.50)	\$32.80	*See Below	*See Below
General Foreman (journeyman rate, plus \$5.00)	\$35.30	*See Below	*See Below
Journeyman Technician	\$30.30	*See Below	*See Below
Technician Foreman (journeyman rate, plus \$2.50)	\$32.80	*See Below	*See Below
Technician General Foreman (journeyman rate, plus \$5.00)	\$35.30	*See Below	*See Below

*Wage and Fringe Benefit Reopener

Consistent with Section 1.03 of this Agreement, the parties to this Agreement shall meet each year through the term of this Agreement for the purpose of reopening this Agreement for economic issues regarding wages, fringe benefits, or both. The wage-fringe benefit reopener shall be addressed with the intent to implement amendments on or about the June 1 Anniversary Date for 2011 and 2012. The then current wage-fringe benefit rates shall remain in effect until amended by the Joint Labor-Management Committee.

Apprentice Wireman Periods

<u>Period</u>	<u>Hours</u>	<u>Percent of</u> <u>Journeyman Rate</u>
Probationary	Approximately 2000	35%
1 st	0-1000	40%
2 nd	1000-3000	50%

3rd	3000-4500	60%
4th	4500-6000	70%
5th	6000-7000	80%
6th	7000-8000	90%

Probationary Apprentices may be placed for periods up to approximately 2,000 hours. The JATC shall establish a night school curriculum for Probationary Apprentices.

Classroom Instruction

Section 3.06(b) Apprentices shall attend classroom instruction at the St. Louis IBEW-NECA Electrical Industry Training Center for one work day per week for five semesters of instruction consisting of twenty-four weeks per semester. Such instruction will be provided on a regular workday of eight (8) hours and wages will be paid to the apprentice **at a rate of 40% of the Journeyman Wireman rate for first period Apprentices and 50% of the Journeyman Wireman rate for the remainder of classroom instruction. No fringes, except NEBF, shall be required for hours of classroom instruction.**

Pay Week and Pay Day

Section 3.07(a) The regular pay week shall be Saturday, 12:00 midnight, through Saturday, 12:00 midnight, inclusive. Employees shall report their full time and travel expense allowances by 8:30 a.m. Monday of each week and shall be paid not later than the end of the regular work day the following Friday. **The Agreement allows one of two methods of payroll delivery; mail or electronic transfer of funds. The employee will elect the method of payroll delivery, in writing.**

(b) If a holiday falls on Friday, the pay week shall end on Thursday, and this shall be considered to be the pay day for the pay week ending the previous Friday; and if a holiday falls on Monday, employees shall report their full time and travel expense allowances by 8:30 a.m. Tuesday. **Upon receipt of written authorization of the Employee, the Employer may mail checks to the Employee, provided that the checks must be mailed to be postmarked not later than 12:00 midnight on Thursday, except in the case where a holiday occurs, then the check shall be mailed on Wednesday. During the month of December when checks are mailed, they shall be postmarked not later than 12:00 midnight on Wednesday.**

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

be mailed in accordance with the paycheck schedule to any employee authorizing electronic fund transfer to document hours paid, overtime and wage calculations. **Other mutually agreed alternatives (other than mail) may be used to communicate payroll information.**

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

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

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

(g) Payroll errors resulting from time reported inaccurately or untimely by the employee shall be corrected by the next pay day following mutual confirmation of the error. The Employer retains the right to collect for overcompensation of payroll.

Overtime Work

Section 3.08(a) When it is necessary to work overtime, preference shall be given to Employees on the job before others shall be allowed to work, which said overtime shall be distributed as equally as is practical among the Employees employed thereon. In no case shall Employees not employed on such job be placed on overtime work until Employees so employed during regular hours have been given first preference and so assigned.

(b) On jobs where overtime work is required, the Employer will offer this overtime work to his workers and will not call in foremen or general foremen to work as journeymen, unless journeymen are not available in the shop. Foremen and

general foremen are eligible for overtime assignments to work as foremen or general foremen without restrictions.

(c) Whenever Employees are scheduled to work overtime in excess of four (4) hours during the normal workday, they shall be allowed a one-half (1/2) hour meal period with pay, to be taken within two hours after the normal workday has ended.

(d) Whenever Employees work overtime in excess of four hours, they shall also be allowed a one-half (1/2) hour meal period with pay provided, however, this shall not apply to the noon day lunch period on Saturdays, Sundays or holidays.

Employees must report to the Union office before starting the overtime work, except when permission is granted to the steward of the job to make such reports.

(e) Whenever overtime work is required before the start of the normal workday or at the end of the normal workday, Employees assigned to such work during the normal workday (or the workday preceding) may continue the work during overtime hours. This provision does not eliminate the obligation to rotate overtime as equally as practical as specified by Section 3.08(a) above.

No Travel Time

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

Moving Expense

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

Reporting to New Jobs

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

Travel Expense Outside Region I

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

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

To receive travel pay, an Employee must:

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

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

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

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

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

Parking Expense and Boundaries

(c) On all projects, fronting on either side of the boundary streets, in the downtown area bounded by the Mississippi River on the East; Chouteau Avenue on the South; 12th Street on the West; and Cass Avenue on the North; and the additional Downtown area bordered by 12th Street on the East, 20th Street on the West, Washington Avenue on the North and the North side of Highway 40 on the South; also included shall be St. Louis International Airport; Clayton within six blocks of the county Government Center; and the BJC - Barnes Hospital Complex; and the Grand Center area, bordered by Compton Avenue on the East, Vandeventer Avenue on the West, Bell Avenue on the North and I-44 on the South, the Employer shall provide parking facilities or, upon presentation of paid parking receipts, pay Employees for the cost of parking not to exceed eight (\$8.00) per day parking allowance.

Employees utilizing MetroLink for transportation to and from the above listed areas shall be reimbursed for round-trip Metro Link commuting, in lieu of parking,

provided documentation of fare is submitted not to exceed the \$8.00 parking allowance.

Employees Sent Outside Jurisdiction

Section 3.11(a) When Employees are sent outside of the jurisdiction of the Union by the employer, they shall be reimbursed for all transportation.

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

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

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

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

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

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

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

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

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

Shift Work

Section 3.12 – Shift Premium 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 (8) 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 two dollars (\$2.00) 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 four dollars (\$4.00) 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 the 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.

Reporting and Starting Time

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

Pay for Reporting and Showup

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

Furnishing of Employees and Pay for Reporting

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

(c) When an applicant for employment is referred to an Employer and is rejected for employment, such applicant shall be reimbursed for expenses incurred in reporting to said Employer in an amount equal to two (2) hours' pay at the

prevailing rate, as provided for in this Agreement. **The provisions of this Section shall be suspended whenever Group I unemployment reaches 250. Terms of this Section shall be reinstated when Group I unemployment reaches 200 or less.** Employees, when employed initially, will be employed for not less than two (2) continuous hours.

Employers shall not be required to reimburse a rejected applicant as specified by Section 3.14(c) within sixty (60) calendar days of a prior rejection by that same Employer. Employers shall not be required to reimburse an applicant who has been previously employed by that Employer and terminated for cause within twelve (12) calendar months of the date of the termination. Requirements of this Section shall not restrict any applicant from accepting future referrals (in accordance with Section 4.04) or limit the Employer's right to reject any applicant (as specified by Section 4.21).

The Joint Labor-Management Committee has determined that contractors shall only call for the number of applicants for whom the contractor has valid work opportunities. Requests for multiple referrals for a single job opening shall be considered a violation of Article IV, subject to the grievance procedure, and compensable to the applicants affected.

(d) The Employer may require new employees to complete required substance abuse testing or contractor/customer orientation (safety, work rules, etc.) prior to beginning work. The new employee shall be paid for actual time necessary to complete the above-referenced tasks; but not less than two hours. The Employer, at the Employer's discretion, may elect to assign the new employee to report to the jobsite at the designated starting time the following work day.

Testing for entry into the drug-free pool shall be in accordance with Section A of the IBEW-NECA Substance Abuse Policy.

Foremen and General Foremen

Section 3.15(a) On each job employing three (3) or more Employees, there shall be a Foreman. Any additional Foremen shall be left to the discretion of the Employer. There shall be no restrictions against the Foreman working with the tools, if desired by the Employer or his/her representative.

(b) When more than one crew and foreman are required on any given project or job, one shall be designated as a General Foreman. The General Foreman shall be permitted to act as foreman over one of the crews. Nothing in this Agreement shall be construed as to restrict any General Foreman from unloading and distributing material that can be hand carried, or performing work with tools. Any additional General Foremen shall be left to the discretion of the Employer. If more than one General Foreman is appointed on a specific project, one shall be designated as the management representative responsible for the project. This

provision is not intended to affect in any way the chain of command or management's right to assign different General Foremen with autonomous authority to multiple contracts on the same project or job site. The Employer shall name his own Foremen or General Foremen.

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

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

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

(f) On each job where a mixed crew containing four (4) or more bargaining unit employees working under terms of different IBEW/NECA Agreements (Journeyman Wireman - Communications) is employed, a foreman shall be assigned. The Employer may select the foreman from any appropriate IBEW bargaining unit at the Employer's discretion. This subsection does not supersede the requirement for Foremen specified by Subsection 3.15(a) above.

Temporary Work

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

Rates for Specific Working Conditions

Section 3.17 Some construction locations require employees to work under conditions not required for the majority of the workforce. Safety laws and regulations require employers to safeguard workers and control identified hazards. The following rates have been mutually agreed to compensate employees assigned to work under the below-listed conditions:

(a) The scale of wages for all work performed under the conditions listed in this section shall be one dollar and fifty cents (\$1.50) per hour more than the prevailing

scale. When overtime is worked, the rate shall be three dollars (\$3.00) per hour more than the prevailing scale:

1. On the exterior of all bridges and work on similar structures forty feet (40') or more in height where work is performed from scaffolding or other non-permanent platform.
2. In all tunnels under construction and not protected from overhead.
3. In all mineshafts under construction and not having effective, protective sidewalls or ceilings in the area where work is performed.
4. In all underground silos under construction and not protected from overhead.
5. In all vertical caissons.
6. On all swinging staging, bosons chairs or other non-rigid scaffold systems suspended from overhead (i.e., cables, ropes, or chains) forty feet (40') or more in height.
7. Tower cranes forty feet (40') or more in height.

(b) The scale of wages for all work performed on all towers or stacks in excess of forty feet (40') where work is not performed from scaffolding shall be one and one half times (1.5x) the scale.

Scaffolding

(c) No employee shall be compelled to work from a scaffold or non-permanent platform (i.e., picboard) that he/she believes to be unsafe.

Termination of Employment

Section 3.18(a) In the event of termination of employment by the Employer, terminated employees and the job steward shall be notified the same day. The terminated employees shall be notified thirty (30) minutes in advance of layoff for packing tools and shall be paid in full at the time of termination. If authorized by the employee, final pay may be issued by electronic transfer, or by mail, by not later than the next regular work day (Monday-Friday). **This authorization may be granted on the same form utilized to elect method for delivery of weekly payroll (mail or electronic transfer of funds).**

(b) All employees terminated at times outside the regular work day (such as weekends, holidays, extended overtime hours, second or third shift) are encouraged to authorize final pay to be either electronically transferred, or mailed, by not later than the next regular work day (Monday-Friday). Any employee terminated outside the regular work day who does not authorize final pay to be transferred electronically or mailed may pick up their final paycheck at the Employer's office between 12:00 noon and 4:30 p.m. on the next regular work day (Monday through Friday). No additional compensation is required when the terminated employee elects to pick up their final check.

(c) A terminated employee shall be given a Notice of Termination in writing on a form prescribed and furnished by the Union and the Chapter. A copy of the Notice of Termination shall be furnished to the Union and to the Chapter. Applicants will not be referred to an Employer until all outstanding "Notices of Termination" are received by the Union.

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

(e) All Employees who are not actively employed for a period of ten (10) consecutive work days due to a lack of work shall be laid off, if employee is not put to work on the eleventh (11) day.

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

ARTICLE IV **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Employers signatory to this Agreement shall not discriminate against employees because of race, color, religion, sex, national origin, disabilities, age, sexual orientation, or status as veterans in hiring, termination, or other terms and conditions of employment.

Federal and state statutes protect employees and job applicants from employment discrimination, based upon age. It is unlawful to discriminate against any person because of age with respect to any term, condition or privilege of employment, including hiring, firing, promotion, layoff, compensation, benefits, job assignments or training. The Joint Labor-Management Committee encourages all Employers to recognize and acknowledge the valuable contributions of skill, maturity, positive work ethics and experience that older workers bring to the workforce and to make employment decisions without regard to an employee or applicant's age.

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

Referral Procedure

Orderly Procedure of Referral

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

Exclusive Source of Referrals

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

Rejection of Applicants

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

Selection and Referral of Applicants Without Discrimination

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

Register of Applicants

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

Journeyman Wireman - Journeyman Technician

GROUP I All applicants for employment who have four (4) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW, or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee and who have been employed 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 (4) or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW, or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two (2) or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

GROUP IV All applicants for employment who have worked at the trade for more than one year.

Temporary Employees

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

Replacement of Temporary Employees

Section 4.07 The Employer shall notify the Business Manager promptly of the names and social security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the referral procedure.

Normal Construction Labor Market

Section 4.08 "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured: the City of St. Louis, and

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

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

Resident

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

Examinations

Section 4.10 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 IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) years' experience in the trade.

Available for Work List

Section 4.11 The Union shall maintain an "Available for Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Available for Work List Application Renewal

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

Restoration to Place in Group

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

Referral Procedure

Section 4.14(a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Available for Work List" and then referring applicants in the same manner successively from the "Available for Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment, in accordance with the position of his Group and his place within his Group.

Repeated Discharge

Section 4.14(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 (3) 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 decision of the neutral member of the Appeals Committee shall be final and binding.

Exceptions to Referral Procedure

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

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

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

Appeals Committee

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

Duties of Appeals Committee

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

Inspection of Referral Procedure Records

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

Posting of Referral

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

Employment Procedures for Apprentices

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

Reverse Layoff

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

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

(b) Paragraph (a) will not apply as long as the special skills requirement, as provided for in Section 4.15(a), is required.

(c) Supervisory Employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of journeyman, they will be slotted in the appropriate Group in Paragraph (a) above.

ARTICLE V

STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE

Joint Apprenticeship and Training Committee

Section 5.01 There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either six (6) or eight (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, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a four (4) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 5.03 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04 There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

Section 5.05 The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06 To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07 All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures. An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at 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 jobsite 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 qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer--agreeing that they are not to accumulate more than two thousand (2000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage-and-hour (prevailing wage) job sites.

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

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

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

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

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

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

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

Section 5.13 An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

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

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

Section 5.15 The parties to this agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 5.16 All employers subject to the terms of this agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship

and training trust agreement. The current rate of contribution is **38 cents (\$.38)** per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI **FRINGE BENEFITS**

NEBF - National Electrical Benefit Fund

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

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

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

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

Local Funds

Section 6.02(a) **Trust Agreements - Employer Bound.** The parties to this Agreement have established the Fringe Benefit Trust Funds described below. Each Fund is governed by the Trust Agreement described below which is to conform to the Labor Management Relations Act of 1947 (LMRA), as amended and the Employee Retirement Income Security Act of 1974 (ERISA), as amended. Employer accepts and agrees to be bound by the terms of each of these Trust

Agreements, as currently amended and as the Trust Agreements may be amended in the future.

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

(1) IBEW Vacation Trust Fund (Vacation Fund) governed by IBEW Vacation Trust Fund amended Trust Agreement of February 3, 2003, and all subsequent amendments and restatements.

(2) IBEW Local 1 Health and Welfare Fund (Welfare Fund) governed by IBEW Local No. 1 Health and Welfare amended Trust Agreement of May 1, 2005, and all subsequent amendments and restatements.

(3) Apprenticeship and Training Fund (Local 1 JATC Fund) governed by Apprenticeship and Training Trust Fund Agreement of March 1, 1982 and all subsequent amendments and restatements.

(4) Local No. 1 Pension Benefit Trust Fund (Local 1 Pension) governed by Local No. 1 IBEW Pension Benefit Trust Fund Agreement of July 1, 2006, and all subsequent amendments and restatements.

(5) IBEW-NECA Holiday Fund (Holiday Fund) governed by IBEW-NECA Holiday Trust Fund amended Trust Agreement of November 1, 1975, as restated through November 27, 2000, and all subsequent amendments and restatements.

(6) Electricians' Income Security Fund (Income Security Fund) governed by Electricians' Income Security Trust Agreement of July 18, 2001, and all subsequent amendments and restatements.

(7) Electricians' Salary Deferral Plan of Local No. 1 IBEW-St. Louis Chapter, NECA (Salary Deferral - 401(k) Plan) governed by Electricians' Salary Deferral Plan of Local 1 IBEW-St. Louis Chapter, NECA Trust Agreement of November 1, 2001, and all subsequent amendments and restatements.

(c) Market Research (LMCC as listed in Article VIII) The parties to this Agreement have established NECA-IBEW Market Research, Development and Public Relations Fund, a not-for-profit Missouri Corporation, referred to as Market Research Fund. It shall conform to Section 302(c)(9) of LMRA, as amended, and other applicable laws. Employer agrees to contribute to this Fund as provided in Section 6.03.

Employer Contributions to Funds - Contribution Rates

Section 6.03(a) Employer shall make contributions monthly to each of the Funds listed below. Contributions shall be based upon payroll due to or hours worked by persons performing, on behalf of the Employer, work covered by the terms of this Agreement. When a dollar amount **or a percentage** is stated, the contribution is to be that amount per clock hour worked by such persons; a premium hour worked counts only as one clock hour.

* NEBF contributions are calculated as 3% of actual gross labor payroll paid to or due for those hours.

		<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Vacation Fund*	-	8%	See Below	See Below
		<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Welfare Fund** Level 1	-	\$8.68	See Below	See Below
		<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Welfare Fund - Level 2 ***		\$6.95	See Below	See Below
		<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
JATC Fund	-	\$.38	See Below	See Below
		<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Holiday Fund*	-	8%	See Below	See Below
		<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
IBEW-NECA (Pension) Receiving Trust	-	16.5%	See Below	See Below
Pension Receiving Trust Allocated as Follows With Cap Specified by Section 6.08(a).				
		<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Pension		8.50%	See Below	See Below
Income Security		8.00%	See Below	See Below

	<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Special Receiving Trust for	3.00%	See Below	See Below
Temporary	<u>1/01/11</u>		
Extended SUB	2.00%		

Salary Deferral Fund - Employee election****

	<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Market Research - (LMCC)	\$.40	See Below	See Below

Wage and Fringe Benefit Reopener

Consistent with Section 1.03 of this Agreement, the parties to this Agreement shall meet each year through the term of this Agreement for the purpose of reopening this Agreement for economic issues regarding wages, fringe benefits, or both. The wage-fringe benefit reopener shall be addressed with the intent to implement amendments on or about the June 1 Anniversary Date for 2011 and 2012. The then current wage-fringe benefit rates shall remain in effect until amended by the Joint Labor-Management Committee.

*See Section 6.06(a) for breakdown.

**See Section 6.07 for breakdown.

***Effective for newly organized employees 6/1/07, Level 2 Health & Welfare contribution, applicable to first 2,000 hours. Effective for new Apprentices 6/1/10, Level 2 Health & Welfare contribution shall be applicable until Apprentice completes classroom instruction.

****See Section 6.09

Special Conditions for Apprentice Fringe Benefit Contribution

The following exceptions shall be applicable to fringe benefits contributed on behalf of Apprentices:

1. Fringe benefit contributions applicable to Probationary Apprentices shall be Level 2 Health and Welfare and NEBF (3% only) until the Apprentice begins classroom instruction.
2. For all new Apprentices, effective 6/1/10, Level 2 Health and Welfare contributions shall be applicable until Apprentice completes classroom instruction.

Working Employers

(b) Contributions are due from the employer for all persons performing, on behalf of the employer, work covered by the terms of this Agreement. Contributions to the Welfare Fund for a Working Employer are to be paid pursuant to Section 2.06. If not otherwise regulated by a Trust Fund, all other fringe benefit contributions shall be based on no less than the journeyman wage rate for all hours of work covered by the terms of this Agreement by a Working Employer.

Special Reserve for Pension Fund

(c) Special Reserve for Local One Pension. A Special Reserve is to be created by reducing Employer contributions by 2 cents per hour to the JATC Fund and by 2 cents per hour to Market Research and paying that 4 cents per hour to Local One Pension. The Special Reserve is to be used by the Trustees of Local One Pension to credit employees returning from military service with contributions to their accounts, as provided by law, and to credit employees with employer contributions that are uncollectible as determined by the Trustees of Local One Pension.

At the end of any month that the Special Reserve exceeds \$500,000, the contributions to the JATC Fund and Market Research Fund shall each be increased by 2 cents per hour instead of that 2 cents being paid to the Local One Pension Fund. At the end of any month that the Special Reserve falls below \$300,000, 2 cents per hour from each of the JATC Fund and Market Research shall again be paid to the Local One Pension Fund for the Special Reserve.

After the Special Reserve once reaches \$500,000, regardless of the balance thereafter, any income earned on the Special Reserve shall be used by the Trustees to pay administrative expenses of Local One Pension.

Monthly Reports and Payments

Section 6.04(a) The employer agrees that he will make out a monthly report known as the "Local No. 1 Monthly Benefit Report" giving in alphabetical order, the full name, Social Security number, total hours worked, hours worked at 1.5x and 2x rate, hourly wage rate, gross earnings received and other pertinent data for each person who performed work covered by this Agreement during each month and contributions due to each fund pursuant to this Article VI. This report shall be prepared to cover the pay weeks up to and including the last payroll week ending during the month and shall be submitted to reach the office of the Fringe Benefit Trust Funds not later than fifteen (15) calendar days following the end of each calendar month. Employers shall designate whether their payroll system reports are based upon "hours worked" or "hours paid" and once designated, shall report on a consistent basis.

An electronic reporting system has been implemented by the Union, the Chapter, and the IBEW-NECA Service Center. Employers are encouraged to submit electronically to the Service Center, the same information that was contained in the written monthly report. Electronic submittal of monthly trust fund reports is not mandatory; however, the Joint Labor-Management Committee encourages all Employers to utilize electronic reporting. Electronic reports reduce cost for the Service Center, the Chapter and the Union. Errors are minimized and electronic reports are processed faster and more efficiently. The IBEW-NECA Service Center shall provide support for Employers to implement electronic reporting.

Further Information

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

Contribution Deadline

(c) Monthly contributions due to each of the Funds, as stated in Section 6.03, shall be paid not later than fifteen calendar days following the end of each calendar month.

Method of Payment

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

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

Delinquency Charges for Late Contributions

(e) If any employer fails to pay timely any contributions due to a Fund described in Section 6.02 of this Agreement, the employer shall pay to such Fund:

- (1) A flat two percent (2%) of the contribution due as liquidated damages;
and
- (2) Interest at the rate of 1/30th of two percent (2%) of the contribution due for each date the contribution is late.
- (3) If any Employer fails to make timely contributions three times or more during any period of twelve (12) consecutive months; the level of liquidated damages (as specified by subsection (1) above) shall be increased to three percent (3%) of the contribution due. If any Employer fails to make timely contributions five (5) times or more during any period of twenty-four (24) consecutive months; the level of liquidated damages (as specified by Subsection (1) above) shall be increased to five percent (5%) of the contribution due.

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

Payroll Information

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

Prevailing Wage Reports

Employers shall make a good faith effort to report hours worked by employees covered by this Agreement to the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, Wage and Hour Section by January 31, for hours worked the prior year. It is understood that it may not be practical to report hours for all projects. Employers are encouraged, however, to report hours worked in each county.

This report shall be on the prescribed reporting form and shall include hours worked, reported by county, for all counties in the state of Missouri.

Employers shall cooperate with joint efforts by the St. Louis Chapter, NECA and Local Union One, IBEW to facilitate an industry-wide Prevailing Wage reporting procedure.

Payroll Audit

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

Employer Delinquency - Late Contributions

Section 6.05(a) If an employer fails to timely remit the payments due any one or more of the Trust Funds under this Article VI, and if the Employer fails to show satisfactory proof that the payments have been made within seventy-two (72) hours (excluding weekends and holidays) after the date of mailing (or personal delivery) of notice by the Union, the Union may take either or both of these actions:

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

Breach of Trust Agreements

(b) The failure of an employer to comply with the provisions of any of the Trust Agreements listed in Section 6.02, also constitutes a breach of this Agreement.

Additional Remedies

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

Vacation and Holiday Funds - Special Provisions

Section 6.06(a) From the employer contribution specified by Section 6.03(a) to the Vacation Fund, 0.80% of gross labor payroll is to be separately allocated as "Vacation Employment Tax Payment." From the employer contribution specified by Section 6.03(a) to the Holiday Fund, 0.80% of gross labor payroll is to be separately allocated as "Holiday Employment Tax Payment." These segregated amounts are to be held by the Trustees of the designated Fund to meet obligations for employer tax obligations, as specified in the Trust Agreements of the Holiday and Vacation Funds.

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

Welfare Fund - Special Provisions

Section 6.07 From the cents per hour employer contribution to the Welfare Fund, \$0.01 per clock hour is paid by the employer as a "FICA Employment Taxes Payment" which together with such payments by other employers are to be separately recorded by the Welfare Fund, to be used as stated in the Welfare Fund Trust Agreement.

Income Security Fund - Special Provisions

Section 6.08(a) If at the end of any month, an employee has 6,000 or more credits (or such other number of credits as permitted by the Trustees of the Fund) remaining in his name under the Income Security Fund, employer agrees that payments that would otherwise be made to the Income Security Fund, under the provisions in Section 6.03, shall until the end of the next month be paid instead to the Local 1 Pension. It shall be the responsibility of IBEW-NECA Service Center, Inc. to determine from the records of the Income Security Fund at the end of each month when employer contributions for the following month for any employees are to be made and allocated to Local 1 Pension instead of to the Income Security Fund. To facilitate this procedure, employer contributions required under Section 6.03 to the Income Security Fund shall be initially paid to IBEW-NECA (Pension) Receiving Trust until transferred at the direction of the Service Center to the Income Security Fund or Local 1 Pension.

(b) Should the Internal Revenue Service conclude that the Employer payments to the Income Security Fund are not tax deductible or that the Income Security Fund does not qualify for tax exemption under Section 5.01(c) of the Internal Revenue

Code, then all Employer contributions to the Income Security Fund shall be made instead to Local 1 Pension.

Temporary Extended SUB Benefit (TES)

Section 6.08(c) The Special Receiving Trust has been established under a separate Agreement of June 1, 2004 to receive Employer contributions in the amounts stated in Section 6.03(a). These contributions are to be for the Temporary Extended SUB Benefit (called "TES Reserve") until the end of any month when that Reserve reaches a cap of \$3,500,000. Thereafter, Employer contributions are to be transferred from the Special Receiving Trust to the Welfare Fund or any other Trust Fund listed under Section 6.02(b) as determined by the Joint Labor-Management Committee.

After the end of any month when the TES Reserve falls below \$2,250,000, Employer contributions are to be transferred from the Special Receiving Trust to the Income Security Fund until it reaches the cap. It shall be the responsibility of the IBEW-NECA Service Center, Inc. to determine from the records of the Income Security Fund at the end of each month whether Employer contributions thereafter are to be transferred to the Electricians' Income Security Fund or to another Trust Fund selected by the Joint Labor-Management Committee.

Salary Deferral Plan - 401(k)

Section 6.09(a) No employer contributions shall be required to this Fund. The employer, upon receipt of written authorization, agrees to deduct from wages and forward to the Fund voluntary contributions elected by participants, subject to limitations prescribed by the Trust and law. No deductions will be made prior to appropriate notice to the employer by Fund Trustees. Subsequent to notice from Fund Trustees, the employer agrees to report and forward monthly to the Trustees, the amount designated by the participant and deducted from wages.

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

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

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

reduced because of employee salary deferrals paid to the Salary Deferral Plan.

Employer Contributions to Trust Funds

Section 6.10 Employer contributions specified in Article VI, are amended and clarified to make clear the intent of these provisions that the specified contributions are the maximum gross amounts to be contributed concerning the respective Funds. Any unemployment compensation tax or other income or employment related taxes that may be imposed by any taxing authority as a result of the treatment of such contributions as "income" or "earnings" of the employee on account of whose hours worked the contributions in question are made are, like FICA tax payments, specifically provided for in Article VI, Sections 6.06 and 6.07, to be used to reduce (along with accompanying administrative expenses of the contributing employer) the gross contribution amounts specified and to pay any and all of any employer portion of any such taxes and administrative expenses.

Administrative Fund

Section 6.11(a) All Employers who are signatory to this Labor Agreement shall contribute \$.20 per hour for each hour worked by each employee covered by this Labor Agreement to the St. Louis Chapter, NECA Administrative Fund. Annual contributions to the fund shall be limited to the first 100,000 manhours per Employer. The monies are for the purpose of administration of the Collective Bargaining Agreement. The NECA Administrative Fund contributions shall be submitted to the St. Louis Chapter, NECA with all other fringe benefits covered in the Labor Agreement by the fifteenth of each month. These monies shall not be used to the detriment of the IBEW and shall be collected and administered as provided below.

(b) It is mutually agreed that the terms of the NECA/IBEW Substance Abuse Policy and Testing Program have been implemented and are effective as part of the Agreement. All costs to administer the industry's Substance Abuse Program and to provide funding for Workforce Incentive Programs shall be funded by a specified additional contribution to the Administrative Fund. By not later than November 15th of each year, NECA shall publish the required contribution to fund the industry Substance Abuse and Workforce Incentive Programs for the next twelve (12) months. The NECA Administrative Fund shall segregate and account separately for all contributions and expenses for the industry Substance Abuse and Workforce Incentive Programs. All Employers who are signatory to this Agreement shall contribute the designated hourly contribution for each hour worked by each employee covered by this Agreement to the St. Louis Chapter, NECA Administrative Fund. The annual manhour cap designated by Subsection (a) above does not apply to Substance Abuse and Workforce Incentive Program contributions.

(c) The Administrative Fund shall be the sole responsibility of the St. Louis Chapter, NECA including, but not limited to, collection of said monies and any actions with respect to delinquencies that may be required. Late payment of contributions will be subject to the same delinquency charge appearing in Section 6.04(e) of the Agreement. These contributions are not wages and will not be covered by the surety bond under Section 2.04 of the Agreement. The Administrative Fund shall not be used for any purpose detrimental to IBEW Local Union No. 1 or the IBEW. In the administration and collection of the Administrative Fund, St. Louis Chapter, NECA agrees and hereby does hold harmless and indemnify IBEW Local Union No. 1 from any and all claims, of any nature whatsoever, arising out of the provisions of this Article VI, Section 6.11.

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 payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

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 to this fund, as provided for in Section 6.03. 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 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
NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 9.01 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. § 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. § 186(c)(9). The purpose of this fund include the following:

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of 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 9.02 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 9.03 Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The St. Louis Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04 If an employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the employer is in default, the employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

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 X **SAFETY**

Safety Policy

Section 10.01(a) The Employer has the responsibility to provide a safe working environment. Employers may establish and enforce safety rules or policies. Employees shall have the responsibility to comply with the Employer's or customer's safety policies and applicable safety regulations.

(b) The Employer may implement corrective action for violation of safety rules; including but not limited to, written warnings, transfer and/or discharge. Suspensions without pay may be **implemented** for documented violations of safety rules or policies. **The Employer or the Employer's designated Safety representative shall issue a suspension. This safety violation policy shall be subject to the grievance procedure. The following procedure may be**

implemented for documented safety violations:

- 1st written warning – one day suspension
- 2nd written warning – two day suspension
- 3rd written warning – three day suspension

General Conditions

Section 10.02(a) It is mutually agreed that a journeyman wireman may be assigned to work alone on any job-site or task where working conditions are conducive to a safe installation.

Article III, Section 3.17 of this Agreement specifies specific working conditions that require safeguards to control identified hazards, but does not supersede this Section. This Section shall not supersede other provisions of Article X of this Agreement.

Hazardous Material

Section 10.02(b) Employers shall make a good faith effort to provide training and protective equipment when necessary to address identified hazardous material that must be safely accommodated, in conformance with OSHA standards, to perform required work.

Employees shall notify the Employer of suspicious materials that the Employee believes are potentially hazardous. Employers shall not be responsible for any laboratory or testing costs initiated by the Employee if:

1. the Employee fails to notify the Employer prior to initiating the test or to utilize a facility certified to perform the testing;
2. the tested materials are found by a certified testing facility to conform with OSHA safety standards; or
3. the Employer's jobsite procedures are confirmed to be in compliance with OSHA standards.

If the employees' personal clothes, work clothes, work boots, or tools are contaminated by hazardous materials, and are found unsafe by a certified testing facility, the following action shall be initiated.

Upon determination that any of the above items cannot be returned in a safe manner; then the employer shall reimburse employees for confiscated items within one pay period of that determination. Verification of any reasonable loss shall be between affected employee and their employer. The employer may require receipts for verification of purchase and reimbursement.

The employee shall be responsible for any removal, from personal clothes, work clothes, work boots or tools, of material that can be removed by cleaning or laundry for which OSHA standards require no extraordinary safeguards.

The employee contaminated due to contact with hazardous materials shall be entitled to receive required medical assistance.

Working on Energized Circuits

Section 10.02(c) Employers and employees mutually recognize that appropriate safety measures shall be implemented when working on energized circuits. When employees are working on energized circuits, the following shall apply:

1. The Employer shall comply with applicable safety rules and provide fire-rated protective equipment and/or voltage-rated tools when required. Employees shall comply with applicable safety rules and shall utilize or wear personal protective equipment and specialty tools when provided.
2. Personal protective equipment shall be treated by employees as personal life protecting devices and shall appropriately care for such equipment and protect it from abuse. Equipment shall be stored in proper containers to protect the equipment from soil and damage. Employees shall inspect equipment prior to each use and shall immediately report defects or damage to the Employer.

3. Work Clothing

It is mutually recognized that appropriate work clothing is necessary to avoid injury and improve individual safety on the job. All employees shall supply and wear appropriate work clothing on the job. At a minimum, appropriate work clothing shall meet the standard established by NFPA70E for Hazard Risk Category O. When Employer-provided Flame Resistant (FR) clothing is required, a base layer of cotton garments (or other garments made of fabrics acceptable under the standards), shall be supplied and worn by the employee.

4. On all energized circuits of 440 volts or more, as a safety measure, two or more journeymen must work together.
5. The parties agree that all energized circuits and systems are potentially dangerous. First (1st) period apprentices shall not work on or near live voltage circuits or systems. First (1st), second (2nd), and third (3rd) period apprentices will not be allowed to work on energized 277/480 or higher voltage circuits or systems. Only a fourth (4th) fifth (5th), or sixth (6th) period apprentice shall be permitted to work on energized 277/480 volt circuits while under the direct supervision of a journeyman wireman.

Lockout – Tag Out Procedure

Section 10.02(d) The Employer will utilize a lockout and tag out procedure on all projects or jobs where their employees are working. The Employer shall provide all tools and devices necessary for the lockout/tag out procedure. Employees shall carry these devices with their personal tools.

Welding

Section 10.03 Electric welding or gas torch operators shall have a journeyman or apprentice as an assistant while the welding or cutting is in preparation or process. The Employer shall furnish proper individual protective gear to workmen while engaged in burning and welding operations.

Confined Spaces

Section 10.04(a)

1. All work in conjunction with confined spaces (manholes, vats, storage tanks, process vessels, bins, boilers, ventilation or exhaust ducts, sewers, underground utility vaults, or similar structures) in which there are existing or potential hazards (such as inflow of hazardous gases), which cannot be eliminated, shall require two (2) bargaining unit employees, one to act as the Authorized Attendant.
2. The employer shall comply with any specific regulations that apply to work in dangerous or potentially dangerous areas.
3. No employee shall be compelled to work in a confined or enclosed space.

Cable Splicers

Section 10.04(b) Cable Splicers shall have a journeyman or apprentice as an assistant when they are working on lead cable splices or other cable splices in manholes or other confined spaces as specified by 10.04(a).

Powder Actuated Tools

Section 10.05 No Employee shall be compelled to use a powder actuated tool.

Safety Shoes, Boots, Prescription Glasses

Section 10.06(a) Employees working under the terms of this Agreement shall provide themselves and wear adequate working shoes or boots at all times. Employers may instruct Employee to provide and wear protective (non-conductive/hard-toe) safety shoes or boots and/or prescription safety glasses, when

required by safety regulations or customer specifications. When Employees purchase (non-conductive/hard-toe safety shoes or prescription safety glasses, as a result of Employer requirements, the Employer shall offset the additional expense of such glasses, shoes or boots as follows: Each year, the Employer shall reimburse the employee up to fifty percent (50%) of the cost of prescription glasses and (non-conductive/hard-toe) safety shoes or boots not to exceed one hundred fifty dollars (\$150.00) for glasses and one hundred (\$100.00) for (non-conductive/hard-toe) safety shoes or boots. To qualify for this reimbursement, required prescription glasses must have scratchproof lenses, lenses and frames that comply with both OSHA and ANSI standards, and permanent side shields. Reimbursement is based only upon the cost of the safety glasses and does not include charges for eye examinations or other services. Employers may designate a vendor to provide safety glasses or shoes at a discount, provided the Union approves the vendor in advance. Employees shall present a current receipt documenting purchase to qualify for this allowance. No Employer shall be required to pay more than two hundred fifty dollars (\$250.00) to an individual employee in any twelve (12) month period.

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

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

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

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

ARTICLE XI

SUBSTANCE ABUSE

Section 11.01 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 XII **CODE OF EXCELLENCE**

Section 12.01 The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

SEPARABILITY CLAUSE

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

Past Agreements Superseded

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

IN WITNESS WHEREOF, the parties have executed this Agreement originally as of June 1, **2010**.

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

By: _____
President

By: _____
Chapter Manager

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

By: _____
President

By: _____
Business Manager

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