

Effective Dates
3/1/22 through 2/28/25

INSIDE AGREEMENT

KOKOMO-MARION DIVISION, CENTRAL INDIANA CHAPTER, NECA
&
LOCAL UNION NO. 873 IBEW

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INSIDE AGREEMENT

KOKOMO-MARION DIVISION, CENTRAL INDIANA CHAPTER, NECA & LOCAL UNION NO. 873, IBEW

Agreement by and between the Kokomo-Marion Division, Central Indiana Chapter, National Electrical Contractors Association and Local Union No. 873, 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 Kokomo-Marion Division, Central Indiana Chapter, NECA and the term "Union" shall mean Local Union No. 873, IBEW.

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

BASIC PRINCIPLES

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

ARTICLE I

EFFECTIVE DATE – CHANGES – GRIEVANCES – DISPUTES

EFFECTIVE DATE

Section 1.01: This Agreement shall take effect March 1, 2022, and shall remain in effect through February 28, 2025, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from March 1 through the last day of February 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 ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

Section 1.02(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.

Section 1.02(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.

Section 1.02(d): Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

Section 1.02(e): When a case has been submitted to the Council it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

Section 1.02(f): Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

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

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

GRIEVANCES/DISPUTES

Section 1.05: There shall be a Labor-Management Committee of three (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 forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

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

Section 1.07: All matters coming before the Labor-Management Committee shall be decided by 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.

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

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

ARTICLE II

UNION – EMPLOYEE – EMPLOYER RIGHTS AND RESPONSIBILITIES

EMPLOYER QUALIFICATIONS

Section 2.01: Certain qualifications, knowledge, experience and 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 whose principal work is that of an electrical contractor having these qualifications and maintaining a place of business and a suitable financial status to meet payroll requirements, and employs at least one (1) journeyman employee on a full-time basis, if employment is available.

An electrical contractor, partner, or an individual who is an officer or stockholder in a corporation, engaged in the electrical contracting business, or a person or persons operating a business for such contractor, or functioning as a manager may work with the tools provided there are fewer than 10 bargained employees, they meet the requirements to perform work under Section 3.06 Group I or Group II, and they report as a "Working Owner" on payroll reports. "Working Owners" shall report at the same rate schedule as a Journeyman Inside Wireman and comply with fund requirements where they may differ.

Section 2.02: No Employee in the bargaining unit covered by this Agreement, while he remains subject to employment by the Employers operating thereunder, shall himself become a contractor for the performance of any electrical work.

Section 2.03: When an Employer has no permanent shop located in the jurisdiction of the Union, then under such circumstances, the job site shall be considered his place of business, and the employer shall designate a superintendent or manager as the representative in this jurisdiction. Also, such an Employer shall be required to establish an account or make arrangements with a financial institution within the Local Union's jurisdiction in the event employees are unable to cash payroll checks.

WD-10 FORMS

Section 2.04: For all projects in excess of fifty thousand dollars (\$50,000), the Employers agree to furnish the Local Union with the data necessary to complete the wage survey forms (WD-10).

FAVORED NATIONS

Section 2.05: 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.

WORKER'S COMPENSATION INSURANCE

Section 2.06: For all employees covered by this Agreement, the Employer shall carry Worker's Compensation Insurance with a company authorized to do business under the applicable state laws and regulations, provide Social Security coverage and such other protective insurance as may be required by the laws of the State of Indiana, and shall also make proper payments to the Indiana Department of Employment Training Services for all employees covered by this Agreement.

SURETY BOND

Section 2.07: The Employer shall furnish a payroll and fringe benefit bond based upon the number of electricians employed as follows:

1 through 15	\$25,000
16 and over	\$50,000

Satisfactory proof of compliance with this requirement shall be furnished to the Union before applicants are referred.

RECOGNITION OF UNION

Section 2.08(a): The Employer agrees to recognize the Union as the exclusive bargaining representative for all Employees coming within the bargaining unit consisting of all Employees in the different Employee and work classifications set forth in Article IV, Section 4.06 of this Agreement for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment.

Section 2.08(b): The Employer acknowledges the Union represents a majority of its bargaining unit employees and recognizes the Union under Section 9(a) of the National Labor Relations Act.

Section 2.08(c): Unless prohibited by law, all employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later. (Note: Under current Indiana law, this Section is null and void pursuant to IC 22-6-6.)

UNION ACCESS

Section 2.09: The representative of the Union shall be allowed access to any job or shop at any reasonable time where workmen are employed under the terms of this Agreement.

STEWARD

Section 2.10: The Union may appoint a journeyman to act as Steward on any job or at any shop where workmen are employed under the terms of this Agreement and shall notify the Employer, in writing, of the Employee assigned as Steward for any job or shop.

No Steward shall be discriminated against by the Employer for the faithful performance of his duties as steward, nor shall he be terminated or transferred from the project to which he is assigned without first consulting the Business Manager of the Local Union. A steward shall not be terminated (except for proper cause) so long as four (4) other journeyman wiremen are employed on the project for which he is appointed, excluding the Foreman in charge.

The Steward shall be allowed sufficient time to see that the provisions of this Agreement are being observed in the shop or on the job to which assigned.

In the event of a dispute or controversy arising on any job where Employees are working under the terms of this Agreement, the Employees shall remain at work, and the Steward shall not cause any delays in the progress of any job but shall notify the Business Manager of the Local Union and the Employer.

PICKETS

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

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

ANNULMENT/SUBCONTRACTING

Section 2.12: 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.

FOREMAN/GENERAL FOREMAN RATIO

Section 2.13: When four (4) or more workmen are employed on any one job, a foreman shall be designated by the Employer. No foreman shall be required to supervise more than nine (9) workmen at any time. When the eleventh (11th) workman is employed on the job, a second (2nd) foreman shall be designated and an additional foreman shall be appointed for each additional ten (10) workmen thereafter employed on the job. A general foreman shall be designated by the Employer whenever there are four (4) or more foremen on any one job. General Foremen shall supervise only Foremen.

FOREMAN

Section 2.14: The Employer shall have the right to call a Foreman by name provided:

- a) The employee has not quit his previous employer within the past two weeks.
- b) The employee has been in good standing with the Local Union for a period of at least six (6) continuous months prior to the request.
- c) The employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the Business Manager shall refer said Foreman provided the name appears on the highest priority group.
- d) When an employee is called as a Foreman he must remain as a Foreman for 1,000 hours or must receive a reduction in force.

FOREMAN RESPONSIBILITIES

Section 2.15: It shall be the responsibility of the foreman and/or general foreman to effect and maintain a level of workmanship and productivity acceptable to the Employer.

As agent for the Employer, it is recognized that the foreman and/or general foreman will be required to make decisions affecting the employment of co-members of the bargaining group, therefore, any dispute or grievance arising from any action or decision by a foreman and/or general foreman will be referred to the Labor-Management Committee and that there will be no unilateral action taken on the part of the Union.

It is further agreed that special skills and knowledge of management procedures and techniques are essential to fulfill the roles of foreman and/or general foreman; therefore, it shall be the option of each individual Employer to prescribe and provide the training necessary to develop the skills and knowledge.

Section 2.16: On jobs having a foreman, workmen are not to take directions or orders or to accept layout work from anyone except the foreman.

MANAGEMENT RIGHTS

Section 2.17: The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

NON-RESIDENT EMPLOYEES (portability)

Section 2.18: 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 (4) bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two (2) 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.

SUBSTANCE ABUSE

Section 2.19: 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.

UNION RIGHTS

Section 2.20: The Union reserves the right to discipline its members for violation of this Agreement.

Section 2.21: The policy of the members of the Union is to promote the use of material and equipment manufactured, processed or prepared under economically sound wage, hour and working conditions by journeymen electrical workers.

DISCRIMINATION

Section 2.22(a): It shall be the policy of the parties to this Agreement that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, handicap, or national origin.

Section 2.22(b): As used in this Agreement, the terms "he" or "his" or similar masculine pronouns shall be construed to include the feminine alternatives of such pronouns. Such terms are used solely for grammatical purposes and shall not be construed to limit this Agreement or its application on the basis of gender.

TOOLS

Section 2.23(a): Journeymen shall provide themselves with the following tools and these only:

Knife	Pliers - Gas	Level - Small
Pencil	Screwdriver	Hacksaw Frame
Six Foot Rule	Hammer	Square
Pliers - Cutting	Counter Punch	

Section 2.23(b): The Employer shall furnish all other necessary tools or equipment. Workmen shall be held responsible for the tools and equipment issued to them, providing the Employer furnishes the necessary lockers, tool boxes or other safe places for storage.

Section 2.23(c): On jobs where multiple shifts are being worked, separate storage facilities shall be provided for each shift.

Section 2.24: All conduit shall be cut and threaded by Employees covered under the terms of this Agreement.

Section 2.25: Power tools, excluding ram sets, may be operated by an apprentice at the direction of and under the supervision of a journeyman. Ram sets shall be operated by a journeyman.

Section 2.26: No workman shall be required or permitted to use a one and one-quarter inch (1 1/4") hickey, except to straighten stubs in slabs as necessary.

VACATION

Section 2.27: Vacation periods shall be worked out to the satisfaction of Employer and Employee.

AGE RATIO

Section 2.28: On all jobs requiring five or more journeymen, at least every fifth Journeyman, if available, shall be fifty years of age or older.

CODE OF EXCELLENCE

Section 2.29: 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.

Section 2.30: In an effort to improve the public's perception of the Electrical Contracting Industry and enhance employment opportunities for contractors and their employees, the parties hereby advocate the following standards of professional behavior and attire:

- a) Abusive, profane, or threatening language is unprofessional and inappropriate. Also, any acts of harassment or discrimination regarding sex, race, religion, age, disability, or national origin are not to be tolerated.
- b) Clothing worn on the job shall not be objectionable to the customer and should be appropriate to the work being performed and the conditions encountered. Articles of jewelry or personal accessories such as chains, necklaces, earrings, watches, shoes, or material with conductive thread should not be worn when those items could pose a physical threat. Torn, ragged, or dirty clothing portrays a negative image of our industry and should be avoided. Any clothing with lewd, obscene, or otherwise suggestive wording or pictures is totally inappropriate.

- c) Personal grooming should be consistent with the parties' intent to depict a professional image. Head and facial hair should be clean and well kept. If either is worn long, it should be constrained in such a manner that it is not a safety hazard. General cleanliness is also encouraged, especially when contact with a customer or the general public can be expected.

Section 2.31: Workmen shall install all electrical work in a safe workmanlike manner and in accordance with applicable code and contract specifications.

SAFETY

Section 2.32: On all jobs employing four (4) or more workmen, it shall be the responsibility of the Employer to provide fresh drinking water.

Section 2.33: As a safety measure to life, two (2) journeymen or one (1) journeyman and a qualified apprentice must be employed on live wire work of 440 volts or over, and where work is done on ladders, extension ladders or staging, public thoroughfares, elevators, and other hazardous places. All electrical power tools shall have ground wires for the safety of the workmen.

Section 2.34: When an employee is required to weld, the Employer shall furnish that employee with the following safety equipment: gloves, hood, goggles, and shoulder leather. It shall be the responsibility of the employee to wear such protective equipment.

ARTICLE III REFERRAL PROCEDURE

Section 3.01: No Employer shall hire an applicant from Local Union No. 873, IBEW unless the applicant has first secured a referral slip from the Union, and a termination slip from his last Employer (if the Employer was signatory to this Agreement) before being eligible for referral.

Section 3.02: In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 3.03: The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 3.04: The Employer shall have the right to reject any applicant for employment.

Section 3.05: 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, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 3.06: 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 (1) year in the last four (4) 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 (6) months in the last three (3) 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 (1) year.

Section 3.07: If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and Holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure, but such applicants, if hired, shall have the status of "temporary employees."

Section 3.08: The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 3.09: "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:

Counties in the State of Indiana

Clinton	Howard	Tipton
Grant	Miami	Wabash

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

Section 3.10: "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 3.11: 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 days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Section 3.12: The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 3.13: 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.

Section 3.14(a): Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within the Group.

Section 3.14(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 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.

Section 3.15: 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 over age reference can be made.

Section 3.16: An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 3.17: 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 3.05 through 3.15 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.

Section 3.18: A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 3.19: A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 3.20: Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

Section 3.21: The Union shall indemnify and hold the Chapter and/or Employer harmless from all claims, damages, and liabilities arising out of any action the Union takes or fails to take with respect to the administration of the employment referral procedure as set forth in Article III of this Agreement.

LAYOFFS

Section 3.22: 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 3.15(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.

Section 3.23: The reverse layoff procedure outlined in Section 3.22 of the Agreement shall be administered on an individual job basis; however, Employers shall not transfer workers from one job to another in an attempt to circumvent the reverse layoff procedure.

Section 3.24: It is agreed that no one shall be discharged, except for just cause. However, when an Employee is discharged or terminated, he shall be given a termination notice stating the reason for and the date of termination.

It shall be the responsibility of the Employer or his representative to complete the termination notice, a copy of which shall be furnished to the Local Union office within seven (7) business days from the date on the termination notice.

The Employee shall be paid all wages due him immediately. The Employee shall proceed as follows:

- a) Gather his tools and belongings immediately.
- b) Secure his termination notice and wages due him.
- c) Leave the job as soon as possible and cause no disturbance.
- d) If for any reason he believes himself discriminated against, he shall file a written grievance with the Business Manager of the Union within forty-eight (48) hours after the end of the work day on which termination occurred. The Business Manager shall then have twenty-four (24) hours to notify in writing of charge the Employer affected. (Saturdays, Sundays and holidays designated in Section 4.03 hereof excluded.)
- e) Notification to the Employer of resignation by the Employee shall require the Employer to give a termination slip at that time. If not requested, termination slip shall be sent at the time Employee receives final check.

ARTICLE IV HOURS – WAGES – PAYMENTS

HOURS:

REGULAR WORK WEEK

Section 4.01(a): Any eight (8) hour period, with not less than thirty (30) minutes and not more than one (1) hour intermission for lunch, four (4) hours after starting time, between the hours of 7:00 a.m. and 4:30 p.m. (local prevailing time) shall constitute a regular work day. On jobs where employees are scheduled to work in excess of ten (10) consecutive hours, there shall be a thirty (30) minute meal intermission, without pay, immediately following the tenth hour. The regular work week shall consist of five (5) days, Monday through Friday, except when a designated holiday intervenes.

FOUR 10-HOUR DAYS

Section 4.01(b): In order to meet the needs of a customer or by mutual consent of the parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 6:00 a.m. and 6:00 p.m., Monday through Thursday, with one-half hour or one hour allowed for a lunch period. In the event of inclement weather, the Employer may opt to substitute Friday at the straight time rate of pay (except for Fridays that are observed holidays).

SHIFT WORK

Section 4.02: When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

- a) 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.
- b) The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 p.m. and 1:00 a.m. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus ten percent (10%) for all hours worked.
- c) 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 fifteen percent (15%) for all hours worked.

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

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

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift.

There shall be no requirement for a day shift when either the second or third shift is worked.

HOLIDAYS

Section 4.03: Holidays as used herein are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. When a holiday falls on a Saturday, it shall be celebrated on the preceding Friday; and when it falls on a Sunday, it shall be celebrated on the following Monday.

OVERTIME:

REGULAR WORK WEEK

Section 4.04(a): On work performed under Section 4.01(a), all work performed the ninth (9th) and tenth (10th) hours after the regular scheduled working hours during the regular work week and any eight (8) hours worked on Saturday between 7:00 a.m. and 4:30 p.m. shall be paid for at one and one-half (1 1/2) times the straight time rate of pay. All other hours worked including Sunday, and holidays (as set forth in Section 4.03), shall be paid for at double the regular straight time rate of pay.

FOUR 10-HOUR DAYS

Section 4.04(b): On work performed under Section 4.01(b), work performed after ten (10) hours in a work day shall be paid at two times (2) the straight time rate of pay. Work performed on Saturdays, Sundays, and holidays (as set forth in Section 4.03) shall be paid at two times the straight time rate of pay. (Note: The Saturday overtime provision applies only to jobs being worked on a 4-10's basis.)

SHIFT WORK

Section 4.04(c): On work performed under Section 4.02, 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.

MAINTENANCE / REPAIR WORK

Section 4.05: All maintenance and repair work (which does not include alterations or additions to existing installations) performed on industrial and commercial buildings outside the regular scheduled working hours (excluding from 4:00 p.m. Saturdays, Sundays and holidays set forth in Section 4.03) shall be paid for at one and one-half (1 1/2) times the straight time rate of pay. Maintenance work from 4:00 p.m. Saturdays, Sundays, and holidays shall be paid for at double the regular straight time rate of pay.

CLASSIFICATIONS / WAGES

Section 4.06: The minimum rate of pay shall be:

	<u>3/1/22</u>	<u>3/1/23</u>	<u>3/1/24</u>
Journeyman	\$36.59	\$38.53	\$40.48
Foreman	10% above Journeyman Rate		
General Foreman	15% above Journeyman Rate		
Apprentices:			
1st Period		50% of Journeyman Rate	
2nd Period		55% of Journeyman Rate	
3rd Period		60% of Journeyman Rate	
4th Period		70% of Journeyman Rate	
5th Period		85% of Journeyman Rate	
5th Period indentured prior to 3/1/19		70% of Journeyman Rate	
6th Period indentured prior to 3/1/19		85% of Journeyman Rate	

HIGH VOLTAGE SPLICING RATES

Section 4.07: Journeyman Wireman when performing high voltage cable splicing shall be compensated at the Foreman rate of pay. High voltage cable splicing shall consist of all splicing and terminations of shielded or leaded cable in circuits rated above 2,500 volts. It shall also include the installation of potheads and the building of stress-relief cones in such circuits.

This Section shall not pertain when manufacturer's cable splicing or terminating kits are utilized. In all cases, the journeyman-apprentice ratio shall not be exceeded.

PAYDAY

Section 4.08(a): Wages shall be paid weekly, in cash, by negotiable check, or by electronic deposit, not later than quitting time on Friday. Not more than four (4) days' wages may be withheld at any time. When negotiable check is selected by the employee, the Employer shall have the option to make payment at the job site or to mail the checks to employees. Mailed checks must be postmarked two days prior to the established payday. In the event an employee is not so paid, waiting time at fifteen percent (15%) of wages due shall be assessed daily (weekends and holidays included) until payment is made. Waiting time shall exclude any wages which have been mailed or are in the process of being electronically transferred. Additionally, the Employer shall not be responsible for errors or delays caused by a financial institution, the postal service, or incorrect information provided by an employee.

ELECTRONIC DEPOSIT

Section 4.08(b): Employers must be able to provide for the electronic deposit of wages. The decision of electronic deposit or negotiable check wages shall be solely the decision of the employee. When electronic deposits are accepted by the employee, the employers shall initiate the transfer of funds so that employees' accounts are credited not later than the established payday.

LAY OFF PAY OFF

Section 4.08(c): Any employee laid off or discharged by the Employer shall be paid all wages due immediately, and if not so paid, the waiting time provision of Section 4.08(a) shall apply.

PAYROLL ERROR

Section 4.08(d): In the event a payroll error is made which results in the issuance of a check for an insufficient amount, the employer shall have twenty-four (24) hours to make proper payment, provided the additional wages due are not more than fifteen percent (15%) of the total wages due.

ITEMIZED PAY STUBS

Section 4.08(e): Employers shall provide each employee an itemized check stub from their weekly pay. This will be provided electronically if the employee elects to be paid by electronic deposit. The itemized pay stub shall reflect the total gross wages paid the employee. Hourly wages, all applicable taxes, adjustments to net pay, and all voluntary contributions shall be listed separately. Hourly wages shall be divided into separate line items as follows; straight time, time-and-one-half, and double-time.

SHOW-UP PAY

Section 4.09: Any workman reporting for work and being laid off, not having been notified the day previous of such layoff, shall receive not less than two (2) hours wages in order to gather his tools and personal belongings and shall be paid off in full immediately.

Section 4.10: When employees are directed to report to a job and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours wages, unless the employees are notified by an employer's representative not to report prior to 6:00 a.m. that day.

TRAVEL TIME/TRANSPORTATION/EXPENSES

Section 4.11: The Employer shall pay for traveling time and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, board and all other necessary expenses. However, once having reported on the job, and when requested by the Employer, workmen who agree to furnish their own transportation to work on another job shall receive reimbursement, in the amount allowed by the Internal Revenue Service, for each mile traveled.

Section 4.12: No traveling time shall be paid before or after working hours to workmen for traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on the job.

**ARTICLE V
EMPLOYER CONTRIBUTIONS – DEDUCTIONS**

EMPLOYER CONTRIBUTIONS:

NEBF

Section 5.01: It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, 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 that the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

HEALTH AND WELFARE

Section 5.02(a): The Employer shall pay into the NECA-IBEW Welfare Trust Fund, as established by the Amended Agreement and Declaration of Trust executed as of November 21, 1955, the sum of nine dollars and forty cents (\$9.40) per hour for each hour worked for the Employer by all Employees covered by this Agreement except those listed under Sections 5.02(b) or 5.02(c). The payment shall be made by check or draft and shall constitute a debt due and owing to the NECA-IBEW Welfare Trust Fund on the last day of each calendar month. The payment and payroll report shall be mailed to reach the appropriate office of the NECA-IBEW Welfare Trust Fund not later than fifteen (15) calendar days following the end of each calendar month.

Section 5.02(b) The Employer shall pay into the NECA-IBEW Welfare Trust Fund, as established by the Amended Agreement and Declaration of Trust executed as of November 21, 1955, the sum of eight dollars and twenty-five cents (\$8.25) per hour for each hour worked for the Employer by all apprentices covered by this Agreement indentured on or after March 1, 2019. The payment shall be made by check or draft and shall constitute a debt due and owing to the NECA-IBEW Welfare Trust Fund on the last day of each calendar month. The payment and payroll report shall be mailed to reach the appropriate office of the NECA-IBEW Welfare Trust Fund not later than fifteen (15) calendar days following the end of each calendar month.

Section 5.02(c) The Employer shall pay into the NECA-IBEW Welfare Trust Fund, as established by the Amended Agreement and Declaration of Trust executed as of November 21, 1955, the sum of three dollars and sixty cents (\$3.60) per hour for each hour worked for the Employer by all unindentured employees covered by this Agreement. The payment shall be made by check or draft and shall constitute a debt due and owing to the NECA-IBEW Welfare Trust Fund on the last day of each calendar month. The payment and payroll report shall be mailed to reach the appropriate office of the NECA-IBEW Welfare Trust Fund not later than fifteen (15) calendar days following the end of each calendar month.

Section 5.02(d): The Employer agrees to be bound by the Amended Agreement and Declaration of Trust of the NECA-IBEW Welfare Trust Fund and by any future amendments thereto.

Section 5.02(e): The Employer agrees that it shall be bound by all actions taken by the Trustees of the NECA-IBEW Welfare Trust Fund in the administration of the Fund pursuant to the provisions of the Amended Agreement and Declaration of Trust or as it may hereafter be amended.

HRA ACCOUNT

Section 5.03: Employees covered by this Agreement shall participate in the Health Reimbursement Arrangement (HRA) provided through the NECA-IBEW Welfare Trust Fund. The applicable hourly contribution rate specified in 502(a), (b), or (c) reduced by the minimum hourly contribution rate as specified by the Trustees of the NECA-IBEW Welfare Trust Fund for said plan shall be the rate of contribution to an employee's Health Reimbursement Account.

ADJUSTMENTS/CHANGES IN RATE

Section 5.04(a): Whenever the NECA-IBEW Welfare Trust Fund Trustees request an increase in the contribution rate, the parties agree to increase the same by a reduction of the wage rate and/or Health Reimbursement Arrangement (HRA) contribution maintaining the agreed upon JIW total package. The JIW total package is JIW wage rate plus JIW health and welfare contribution (including HRA contribution) plus JIW defined benefit contribution plus JIW NEBF contribution. Further, if said increase occurs during negotiations, the parties agree said increase shall be a part of the economic package.

Section 5.04(b): IBEW Local Union 873 may allocate agreed upon increases within the total package. This is to be completed by IBEW 873 with notification to the Chapter no fewer than thirty (30) days prior to a scheduled increment or a change due to NECA-IBEW Welfare Trust Fund Trustees action.

LOCAL PENSION

Section 5.05: The Employer agrees to be bound by the Agreement and Declaration of Trust entered into November 1, 1974, establishing the International Brotherhood of Electrical Workers Local Union 873 Money Purchase Pension Plan and Trust and by any amendments to said Trust Agreement.

The Employer shall contribute into the International Brotherhood of Electrical Workers Local Union 873 Money Purchase Pension Plan and Trust an amount equal to \$8.98 for each straight time hour worked, in the preceding month, for all journeymen covered by this Agreement. Effective March 1, 2023, this amount shall be \$9.73. Effective March 1, 2024, this amount shall be \$10.23. The contribution rate shall be one and one-half times (1 1/2) the straight time contribution rate on hours paid at one and one-half (1 1/2) times the straight time rate of pay and double the straight time contribution rate on hours paid at double the regular straight time rate of pay.

For all apprentices above the 1st Period, the Employer shall contribute, for each hour worked in the preceding month, an amount equal to the journeyman contribution rate as stated above multiplied by the applicable apprentice percentage rate set forth in Section 4.06.

Such payment shall be made monthly on forms provided on or before the fifteenth (15th) day of the month. Make checks, drafts or money orders payable to: IBEW Local Union 873 Money Purchase Pension Plan and Trust, mail to: HealthSCOPE Benefits, Attn: IBEW 873 MPPP, P.O. Box 50440, Indianapolis, IN 46250.

DEFAULT ON REQUIRED PAYMENTS

Section 5.06: Individual Employers who fail to make payment as provided in Sections 5.02(a), (b), or (c), or 5.05 shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union provided the Employer fails to show satisfactory proof that delinquent payment(s) have been made to the appropriate fund(s).

NEIF

Section 5.07: Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

NLMCC

Section 5.08(a): 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 USC § 175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 USC § 186(c)(9). The purposes of this Fund include the following:

- (1) to improve communication between representatives of Labor and Management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the 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 5.08(b): 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 5.08(c): Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Central Indiana Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 5.08(d): 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 fifteen percent (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 liquidation 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 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.

LLMCC

Section 5.09(a): 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 USC § 175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 USC § 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 the 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 5.09(b): 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 5.09(c): Each Employer shall contribute seventeen cents (\$.17) per hour worked under this Agreement on a monthly basis to "The Quality Connection of Kokomo-Marion." Payment shall be forwarded monthly to the designated collection agent, 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 Central Indiana Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 5.09(d): 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 fifteen percent (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 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.

AMF

Section 5.10: The Employer shall contribute an amount equal to one-half of one percent (.5%) of the gross monthly labor payroll paid to the employees in this bargaining unit to the "Administrative Maintenance Trust Fund of Central Indiana." All such contributions shall be forwarded monthly, on or before the fifteenth (15th) day of the month following the month in which the work was performed, in the manner prescribed by the Fund Trustees.

The fund shall operate in accordance with its Declaration of Trust, and any amendments thereto. The fund shall expend its revenue for the purpose of administering the collective bargaining agreement including, but not limited to, collective bargaining negotiations, the processing of grievances, and all other management duties and responsibilities created by this Agreement. No part of the funds collected under this Trust shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers or its local unions. The Fund shall be administered by a Board of Trustees which shall be appointed by the Central Indiana Chapter, NECA.

The failure of any participating Employer to contribute the proper amount to the Administrative Maintenance Trust Fund as required shall be considered a breach of this Agreement. Contributions to the Fund shall be subject to the same delinquency requirements as set forth in Section 5.09(d) of this Agreement. The Fund Trustees shall have the sole responsibility for the enforcement of this provision and not the local union.

APPRENTICESHIP

Section 5.11: 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 seventy cents (\$0.70) 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.

DEDUCTIONS:

CREDIT UNION

Section 5.12(a): The Employer shall allow for voluntary deductions in a percentage amount of gross pay. Deductions shall be made only upon receipt by the Employer of a properly executed credit union deduction authorization card, available from the Union office. Such deduction authorization shall remain in effect while an Employee remains on the payroll of any one Employer, unless the Employer consents to a change in the deduction amount. Furthermore, if an Employee ceases deductions, such deductions shall not recommence while that Employee remains on the payroll of the same Employer, unless the Employer consents to a reinstatement of deductions.

Section 5.12(b): Deductions shall be withheld from participating Employees' weekly pay and forwarded monthly, along with the proper reporting form (MPR-51), to the office of the Credit Union. Payments shall be made by a single check, draft or money order made payable to the Hoosier United Credit Union. This payment and the monthly payroll report shall be mailed to reach the appropriate office, 1828 North Meridian Street, Indianapolis, Indiana 46202, not later than fifteen (15) calendar days following the end of each calendar month.

WORKING ASSESSMENTS

Section 5.13: The Employer agrees to deduct and forward to the Financial Secretary of the Local Union -- upon receipt of a voluntary written authorization -- the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

COPE

Section 5.14: Upon receipt of written authorization from an employee, the Employer shall deduct ten cents (\$.10) per hour worked for the IBEW Committee on Political Education. The amounts deducted shall be remitted monthly to the Local Union.

ARTICLE VI APPRENTICESHIP & TRAINING

Section 6.01: There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

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

Section 6.02: All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

Section 6.03: 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 issues, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article One of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 6.04: 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 6.05: 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 6.06: 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 6.07: 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 6.08: The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 6.12.

Section 6.09: 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 6.10: 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 (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage-and-hour (prevailing wage) job sites.

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

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

Section 6.11: 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.

RATIO

Section 6.12(a): Each job site shall be allowed the following ratio of apprentices to Journeyman Wireman:

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1	2
2	2
3	3
4	4
5	5
Etc.	Etc.

Thereafter each job site shall be allowed a ratio of one (1) apprentice to one (1) Journeyman Wireman.

Section 6.12(b): The first person assigned to any job site shall be a Journeyman Wireman.

Section 6.12(c): 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 6.13: 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 apprentices.

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 6.14: 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 6.15: 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 the 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.

ARTICLE VII EFFECT OF LAW

Section 7.01: Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

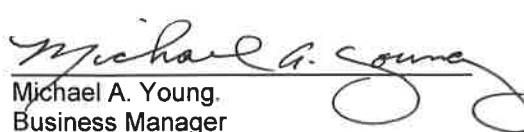
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and agents as of the date and year first above written.

SIGNED FOR THE KOKOMO-MARION
DIVISION, CENTRAL INDIANA
CHAPTER, NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION



Edward M. Uppole
Executive Manager

SIGNED FOR LOCAL UNION NO. 873
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



Michael A. Young
Business Manager

