

AGREEMENT

BETWEEN

Local Union #405
International Brotherhood of Electrical Workers

and the

Cedar Rapids/Iowa City Division
Iowa Chapter, National Electrical Contractors Association

September 1, 2018 - August 31, 2020

RESIDENTIAL AGREEMENT

Agreement by and between the Cedar Rapids/Iowa City Division, Iowa Chapter, National Electrical Contractors Association (NECA), and Local Union No. 405, IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the Cedar Rapids/Iowa City Division, Iowa Chapter, NECA, and the term "Union" shall mean Local Union No. 405, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

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

TYPE OF WORK COVERED BY THIS AGREEMENT

It is mutually agreed that the provisions of this Agreement shall be limited to all units built for single or multiple family dwellings, permanent or leased occupancy or rental residences, but **NOT MORE THAN FOUR (4) LEVELS OF LIVING QUARTERS**. All rewiring and maintenance of existing individual units limited to and built for single or multiple family dwellings, permanent or leased occupancy or rental residences, shall be covered under the scope of this Agreement. No matter what type of wiring methods are used in the specific residential unit, this work may be done by the Residential Unit.

On residential facilities **MORE THAN FOUR (4) LEVELS** and intermediate care homes, the individual dwelling units may be done under the Residential Agreement.

Services, common areas and commercial spaces within the building shall be done under the Inside Agreement.

Nursing homes, motels, hotels, and dormitories shall be excluded from this Agreement."

ARTICLE I

EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

EFFECTIVE DATE:

Section 1.01. This Agreement shall take effect September 1, 2018, and shall remain in effect until August, 31 2020, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1st through August 31st of each year, unless changed or terminated in the way later provided herein.

CHANGES:

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

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

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

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

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

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

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

International Office of the IBEW for approval, the same as this Agreement.

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

GRIEVANCES/DISPUTES:

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

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

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

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

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

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01. No member of Local Union #405, while he remains a member of such Local Union and subject to employment by Employers operating under this Agreement, shall himself become an Electrical Contractor.

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.

Section 2.03. The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

Section 2.04. 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 having these qualifications and maintaining a permanent place of business and a suitable financial status to meet payroll requirements. He shall show a suitable financial statement.

An Employer who contracts for electrical work is a person, firm or corporation whose principle and primary business is electrical contracting and who shall maintain a place of business equipped with the necessary tools, trucks and supplies to carry on this business.

Section 2.05. (a). For all employees covered by this Agreement, the Employer shall carry Workman's compensation insurance with a company authorized to do business in this state, Social Security and such other protective insurance as may be required by the laws of this state, and the Employer shall also make contributions to the Iowa Unemployment Compensation Commission and shall furnish satisfactory proof of all insurance to the Union.

(b). Bonding. Each Employer shall furnish a surety bond to secure payment of all amounts due on account of payroll and fund deduction, contribution, and reporting obligations of the Employer required by this Agreement. The amount of the bond shall be based on the average number of employees employed by each Employer during the most recent twelve-month period ending April 30, and according to this schedule: **1-2 employees, \$10,000; 3-5 employees, \$20,000; 6-10 employees, \$40,000; 11-20 employees, \$80,000; 21-40 employees, \$160,000; 41-60 employees, \$240,000; over 60 employees, \$300,000.** The bond shall provide that it may not be terminated without fifteen (15) days prior written notice to the Employer and the Local Union.

Benefits must be postmarked on the same day as payroll checks. Refer to Section 2.23 (a) for penalties.

If an Employer is signatory to an inside agreement and carries a bond that is adequate to cover all employees, they will not be required to carry additional bonding under this agreement.

Section 2.06. All Employers or Contractors working within the jurisdiction of Local Union #405, shall contribute to the Health and Welfare Fund the sum of six dollars and sixty-four cents (\$6.64) per hour per man for each hour working time, plus six dollars and forty cents (\$6.64) per hour on all double time premium hours, or plus three dollars and thirty-two cents (\$3.32) per hour on all time and one-half premium hours worked for each employee who performs work covered by this Agreement as shown by the Employer's payroll report. Said payments shall be made monthly with provided transmittal forms in a manner set forth in Article II, Section 2.23. Checks are to be made payable to the designated fund administrator. The Health and Welfare Fund is created for the health and welfare of the members of the Electrical Industry, operating and/or working within the jurisdiction of Local Union #405. The Electrical Workers Health and Welfare Fund shall be made a Trust Fund and shall be controlled, regulated or governed by the Board of Trustees.

During the term of this Agreement, the Union will be allowed to divert monies from the negotiated wage increase to the Health & Welfare contribution if recommended by the fund's trustees. Approved monies will be diverted at time of wage increase.

In the case of employees temporarily working under the terms of this Agreement, who are eligible covered under another similar Health and Welfare Plan within the jurisdiction of the Eleventh District, IBEW, the Trustees may transfer a sum to his home area to maintain his eligibility; however, said amount shall not exceed the Employer contribution required under the terms of this Agreement.

Section 2.07. (a). The Employers and the Union agree that all Employers signatory to this Agreement and other parties mutually agreed to be covered by same, shall contribute a sum equal to four dollars and forty cents (\$4.40) per hour on the actual hours worked, plus four dollars and forty cents (\$4.40) per hour on all double time

premium hours, or plus two dollars and twenty cents (\$2.20) per hour on all time and one-half premium hours worked for each employee who performs work covered by this Agreement as shown by the Employers payroll report. Said payments shall be made monthly with provided transmittal forms in a manner set forth in Article II, Section 2.23. Checks are to be made payable to the designated fund administrator. A Declaration of Trust of the Local Union #405, IBEW Pension Fund has been entered into between the parties.

During the term of this Agreement, the Union will be allowed to divert monies from the negotiated wage increase Pension contribution at their option. Approved monies will be diverted at time of wage increase.

(b). No pension contribution will be paid on Residential Trainees for their first year of employment.

(c). The pension contribution for third and fourth period trainees will be a flat \$.50 per hour.

(d). There will be NO pension paid on the "B" Classification Electrician at any time during his employment at said classification. PLEASE NOTE: No "B" electricians to be employed if a residential "A" wireman is unemployed.

(f). An employee may elect to participate in the 401(k) feature of the IBEW Local #405 Retirement Savings Plan by signing a tax deferred saving authorization form approved by the Fund Trustee directing the Employer to reduce the employees hourly pay by \$.50 or multiples of \$.50 with participants being allowed to withhold the maximum amounts allowable by state and federal laws for their 401(k) accounts with such amount of tax deferred savings being transferred to the 401(k) feature of the Retirement Savings Plan. An employee may change the amount of the tax deferred savings each quarter with the starting dates for these withholdings being the first day of new payroll week in January, April, July and October in units of \$.50 per hour, but in no case shall the amount be greater than is allowed by state and federal laws. The employee may elect the tax deferred savings at the time the employee initially commences employment with any Employer. Employee tax deferred savings shall be reported on the same Employer reports and in the same manner as Employers are reporting with respect to contributions in Section "a" above or as the Trustees of the Fund shall direct. Employee election to have tax deferred savings transferred to the 401(k) Plan must be elected in writing at least ten (10) days prior to the stated election date, other than initial employment. All tax deferred savings requests must be filed by the employee with the Employer with copies as directed by the Fund Trustees in a manner and method of collection and reporting set forth in Article II, Section 2.23.

Section 2.08. An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed

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

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

Section 2.10. All Employers signatory to this labor agreement with the Cedar Rapids/Iowa City Division, Iowa Chapter, NECA, designated as their collective bargaining agent, shall contribute 15¢ per hour for each hour worked by each employee covered by this labor agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the collective bargaining agreement, grievance handling and all other management duties and responsibilities in this Agreement. The Administrative Maintenance Fund contribution shall be submitted with the NEBF, and JATC funds to Auxiant, or the designated collection agent, by the 25th of the month and shall be bound by the same delinquency requirements as set forth in Section 2.23.

It is further noted that the Administrative Maintenance Fund is: 1) to be administered solely by the employers; 2) not to be used in any manner detrimental to the Local Union or the IBEW; and 3) that enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the employers and not the Local Union.

Section 2.11. The Union reserves the right to discipline its members for violations of its laws, rules and agreement.

Section 2.12. This Agreement does not deny the right of an individual employee to render assistance to other labor organizations by withdrawal from a job when necessary, but no withdrawal from a job shall take place until notice is first given the Employer involved. When such withdrawal takes place, the workman on such jobs shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner.

Section 2.13. (a). The Employer agrees to deduct and forward to the Financial Secretary of the Local Union, upon receipt of a voluntary written authorization, the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

(b). The Employer shall deduct 3% from the gross wages of each employee working pursuant to the terms of this collective bargaining agreement for union assessments. Such deduction shall be paid monthly to the designated fund administrator, in a manner set forth in Article II, Section 2.23. Said union assessments shall be due no later than the 25th of the month following the month from which the assessment payments have been deducted. Assessment payments shall be reported to the union on a transmittal form showing the employee's name, social security number, gross wages for the month in which the payment is made and the amount of the payment for union assessment. Employers must have in their possession a valid wage authorization assignment form signed by each employee for whom the deduction is withheld from the employee and paid over to the union as set out above.

On a once (1) a year basis the employers will agree NOT to withhold up to 3% of the union assessment funds from the wireman's paycheck if asked by the Local Union to do so. This change in withholding to coincide with any wage increase/decrease.

Section 2.14. Employees will be responsible to pay for hard-toed safety shoes and prescription safety glasses, as the Employer or customers require. Employees will also be responsible for all personal safety equipment that is assigned to them by the Employer's representative.

Section 2.15. The Employer agrees to recognize, and does hereby recognize the Union, its agents, representatives or successors, as the exclusive bargaining agency for all the employees as herein defined.

Section 2.16. The term "Employee" as used in this Agreement shall mean all persons covered by the terms of this Agreement, Residential Wiremen and Residential Trainees. The term "Employer" as used hereinafter, shall mean a member of the Cedar Rapids/Iowa City Division, Iowa Chapter, NECA, or any electrical contractor who has signed the "Letter of Assent" agreeing to abide by the terms of this contract.

Section 2.17. The term "Council" as used in this Agreement refers to the Council on Industrial Relations for the Electrical Contracting Industry.

Section 2.18. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 2.19. Any disputes under this Article, as with all other Articles of this Contract, shall be subject to the dispute resolution procedure set forth in this Contract. Unless otherwise provided by the law, any such disputes shall first be submitted to that procedure for final resolution.

Section 2.20. The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

Section 2.21. The Employer agrees that he will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union, nor will he interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

Section 2.22. The Employers agree to respect the jurisdictional rules of the Union and shall not direct or require their employees or other person other than the employees in the bargaining units here involved to perform work which is recognized as the work of the employees in said units.

Section 2.23. (a.) Each month all contributions and deductions required by this agreement shall be made to the proper receiving agents along with the corresponding payment and payroll transmittals on or before the fifteenth (15th) day of the month following the month the contributory hours were worked. If the 15th of the month falls on a Saturday, Sunday or holiday, contributions shall be due the business day immediately preceding the 15th of the month. The Employer shall submit contributions to the Plan's Third Party Administrator (Auxiant, P.O. Box 75008, Cedar Rapids, IA 52407-5008) or other location as determined by fund trustees and communicated to the Employers.

Listed below are the funds and their corresponding rate of contribution:

NATIONAL ELECTRICAL BENEFIT FUND

3% of gross payroll.

IBEW LOCAL PENSION FUND

\$4.40 per hour on actual hours worked plus \$4.40 per hour on all double time premium hours, or \$2.20 per hour on all time and one-half premium hours worked for each employee. No pension contribution for trainees during their first year of employment. Class "B" probationary electrician will receive no pension.

**The pension contribution for third and fourth period trainees will be a flat 50¢ per hour.

**There will be NO pension paid on the "B" Classification Electrician at any time during his employment at said classification.

401-K (VOLUNTARY CONTRIBUTIONS)

50¢ or multiples of 50¢ with participants allowed to withhold the maximum amounts allowable by state and federal laws.

IBEW LOCAL #405 HEALTH/WELFARE

\$6.64 per hour on actual hours worked plus \$6.64 per hour on all double time premium hours, or \$3.32 per hour on all time and one-half premium hours worked for each employee.

ADMINISTRATIVE MAINTENANCE FUND

15¢ per hour on all employees (Employer contribution)

NATIONAL LABOR MANAGEMENT COOPERATIVE COMMITTEE (NLMCC)	1¢ per hour on all employees (Employer contribution)
IBEW 405 WORKING ASSESSMENTS	3% of gross payroll.
JATC 1 - EMPLOYER CONTRIBUTION	1% of the gross labor payroll
JATC 2 - EMPLOYEE CONTRIBUTION	1% of the gross labor payroll
NEIF (NECA MEMBERS ONLY)	1% of gross labor payroll.

(b). All above listed contributions are due at said location not later than fifteen (15) calendar days following the end of each calendar month.

All reports and contributions that are not received by the fifteenth day following the end of each calendar month shall be deemed delinquent and shall be assessed penalties as outlined in Section 2.23(d) of this Agreement.

Employing firms who fail to remit regularly shall be subject to termination of this agreement upon the Union serving written notice of termination. Such termination shall be effective seventy-two (72) hours after the giving of such notice unless the delinquency is remedied prior to the expiration of such seventy-two (72) hours.

(c). PENSION FUND DEFAULT CONTRIBUTION RATE. Unless otherwise specifically stated in this agreement, the contractor's hourly contribution rate to the contributory pension funds shall be the Residential Wireman "A" contribution rate set forth in: Article III, Section 3.06

(d). PENALTY FOR DELINQUENT CONTRIBUTIONS. All reports and contributions that are not received by the 15th of the month or the immediately preceding business day, if the 15th of the month falls on a Saturday, Sunday or holiday, following the end of each calendar month, shall be deemed delinquent. If the reports and contributions are not received by the 15th day following the end of each calendar month, there shall be assessed liquidated damages in the amount of (\$50.00) per day for each and every calendar day the reports and contributions continue to be delinquent.

If the above payments are not received by the 15th of the month, or the immediately preceding business day if the 15th falls on a Saturday, Sunday or a holiday, then the contributing contractor shall have accumulated a delinquency mark. A contractor who accumulates 2 delinquency marks in a 12-month period shall be required to post with the Fund's Third-Party Administrator an irrevocable letter of credit equal to the average total benefit contributions based upon an average of the 3 preceding months. If the contractor has not made contributions for the preceding 3 months, then the amount of the letter of credit shall be established by the Compliance Sub-Committee of the Joint Labor Management Relations Committee.

In the event the Trustees of any Fund are required to place any contractor account in the hands of the legal counsel for collection, the Employer shall be liable for the delinquent contributions, penalties, all attorney fees and reasonable costs incurred in the collection process, including but not limited to filing fees, Sheriff's fees, audit costs, interest and other collections expenses incurred by the Trustees.

NOTICE: The Internal Revenue Code imposes penalties on contractors who do not make their 401(k) contributions on or before the end of the 15th business day of the month following the month in which the contribution hours were worked. These penalties are separate and distinct from the late contribution penalties set forth in this agreement.

(e). COMPLIANCE DIVISION. For the purpose of monitoring accurate payment and performance under this Agreement, it is mutually agreed that a compliance division consisting of three union and three Employer representatives may serve and hold meetings for the purposes of insuring correct and accurate payment and performance under the terms of this Collective Bargaining Agreement. This compliance division shall have the powers to conduct contractor audits by a mutually acceptable accounting firm. The creation of this division shall in no way limit each fund's obligation to collect and monitor their own contributions or in any way reduce or infringe on the fiduciary responsibilities of each of the fund's trustees. The members of this division shall be held harmless from any potential liability arising under ERISA laws or otherwise. The members of this division may, in writing, establish reasonable guidelines for the performance of their activities which shall be available to all Employers and employees upon execution of the Collective Bargaining Agreement. The members of this committee may further delegate to the Business Manager of the Local Union and the Chapter Manager of the Iowa Chapter, NECA, their agents for the purposes of facilitating prompt response and action when required under this compliance division. All expenses incurred by this division shall be divided by each fund on a pro-rata basis.

(f). All Employers signatory to the Local Union #405, IBEW, and Cedar Rapids Electrical Contractors Association's Labor Agreement will be subject to audits on a random basis.

(g). COMPENSATION. It is understood and agreed that the hourly compensation for employees working under this Agreement is the sum of the hourly wage and fringe benefit contributions specified in this Agreement. Although the parties have agreed to divide the employee's total hourly compensation into direct wages and indirect compensation in the form of the fringe benefit contributions specified herein, the sum of the wage payment and fringe contribution is the total hourly economic benefit to be received by employees for working under this Agreement. If an employee receives less than this amount, either on his or her paycheck or with regard to fringe contributions, or both, such an employee has not received his or her full pay for work performed under this Agreement and shall be

entitled to all legal redress available for full payment of his or her compensation due under the terms of this Agreement.

ARTICLE III

HOURS - WAGE PAYMENTS - APPRENTICES

WORKING CONDITIONS

Section 3.01. The normal workday is usually between the hours of 8:00 a.m. and 4:30 p.m. with one-half (1/2) hour for lunch. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week.

When mutually agreed between the Employer and the Employee, the normal starting time can be adjusted by three (3) hours on either side of 8:00 a.m., with only one (1) day's duration being needed to change the hours of the "normal" day.

When the normal work day is changed, the Employer shall call the local union to inform them of said change. Any Employer not calling the local union will be subject to not being allowed to use the "work day variance" for a period of sixty (60) days.

If an employee misses work due to his/her own accord, the overtime provisions of this agreement will not take effect until said employee has worked forty (40) hours that week.

Section 3.02. (a). Seven and one-half (7 ½) hours after normal quitting time will be paid at one and one-half (1 ½) times the straight rate of pay and eight (8) hours prior to starting time will be paid at double the straight rate of pay.

The Local Union Office will be notified of any changes in this shift.

(b). When job conditions require or when mutually agreed between the employers and employees, the contractor may work four (4-10) ten-hour shifts, Monday - Thursday, with a voluntary weather make-up day on Friday.

Four-ten (4-10) shifts can only be started on the beginning of a pay period. If employees are assigned to this shift mid-week from another job, they shall be paid two (2) hours overtime each day until the next pay week starts (eight (8) hours plus two (2) hours overtime). Only new hires can be assigned to four-tens (4-10) mid-week. When employees are transferred off a four-ten (4-10) job to an eight (8) hour, five day a week job, they shall be paid overtime of the time spent on the four-ten (4-10) job (eight (8) hours plus two (2) hours overtime). The Union shall be notified of all four-ten (4-10) hour jobs, when they are starting and ending.

This is to stop the improper shifting of overtime between eight (8) hour jobs and ten (10) hour jobs overriding each other.

Section 3.03. All work performed between 12:00 midnight and the regularly established starting time and work on Sundays and the following holidays:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day, or days celebrated as such, shall be paid for double the regular straight time rate of pay. The Friday following Thanksgiving Day shall also be observed as a holiday. In the event any of the above holidays occur on Sunday, the following Monday shall be observed as the holiday. Holidays falling on Saturday shall be celebrated on Friday.

All work performed on Saturdays between the regularly established starting time and 12:00 midnight shall be paid for at one and one-half times the regular straight time rate of pay.

All overtime work shall be equally divided between the Residential Wiremen and the Residential Trainees working on each specific job. Residential Trainees may work overtime, if qualified, provided the ratio of Article V is not violated.

Section 3.04. No work shall be performed on Labor Day, except in case of emergency, and then only after permission is granted by the Business Manager of the Union.

Section 3.05. Each employee shall be provided on a payroll check stub or statement attached information as follows: weekly gross earnings, a breakdown for straight time and premium time and amounts paid, a list of deductions for FICA, State, Federal, other taxes, gross pension contributions and other authorized deductions. All paychecks and/or stubs given to employees will be in sealed envelopes.

All wages shall be paid on Friday and shall be paid on the job or in the shop before quitting time. In the event that holidays conflict with the normal pay day, wages shall be paid the day prior to the holiday. All employees must have their time cards turned in to their Employer three working days prior to the day wages are to be paid. The payroll week shall run Monday through Sunday. Not more than five (5) days wages may be withheld in a payroll period. Any workmen laid off or discharged by the employer shall be paid all his wages immediately, less any monies due the employer.

The employee shall have the option to receive his/her pay in one of the following three ways:

- 1) Paychecks and stubs shall be mailed to a specified address of the employees choosing postmarked on Thursday.
- 2) Electronically deposited to an account of the employees choosing.
- 3) Conventional check picked up at the shop after working hours on the designated pay day. This choice shall not be changed more than three (3) times per year.

Wages that are deposited electronically shall be transmitted to ACH (automated clearing house) prior to the close of the bank’s electronic business day on Thursday. The employee has the choice of using up to three (3) separate bank accounts to have their funds deposited to. Any employee receiving pay by electronic deposit shall have a pay stub mailed and postmarked by the Thursday prior to the designated pay day to an address of the employee’s choosing.

In the event the employer’s payments are refused on account of insufficient funds, the employer so offending shall thereafter be required to pay all wages in cash.

In the event that it is decided by the Labor/Management Committee that an employee is not paid timely according to this Agreement the employee shall be paid an additional five percent (5%) of the gross amount owed per calendar day until proper payment is made. In the event the Labor/Management Committee cannot come to a resolution, then they shall follow the procedures laid out in Article I Section 1.08. Penalties do not apply in the instance of bank error.

Section 3.06. (a). The minimum rate of wages shall be:

	<u>Effective Date:</u>
	<u>9/01/18</u>
General Foreman (RW +20%)	\$30.42
Foreman (RW +10%)	\$27.89
Residential Wireman “A”	\$25.35

Residential Wireman “A” shall be licensed to work in the jurisdiction, and shall have at least three years of experience, or in lieu of experience, shall have successfully completed a NECA/IBEW residential training program.

FUTURE WAGE INCREASES:

9/01/19 \$.85

Effective 9/02/09:

- OSHA 10-Hour premium pay of \$.10 per hour
- First-Aid premium pay of \$.10 per hour
- CPR premium pay of \$.10 per hour

LLMCC to pay for First-Aid and CPR classes. *[Funding shall be consistent with the Cedar Rapids Inside CBA.]*

Premium pay on OSHA 10-Hour, First-Aid and CPR is for Residential Wiremen only.

When possible, the Union shall allocate wages 30 days prior to the effective date of the increase.

HEALTH AND WELFARE - Employer shall contribute \$6.64 per hour.

LOCAL PENSION - Employer shall contribute \$4.40 per hour on residential wiremen; see chart for contributions for trainees.

ALL LAST YEAR APPRENTICES, WILL RECEIVE THEIR PENSION AT A RATE OF 50¢ PER HOUR.

No pension will be paid on trainees for their first year of employment.

JATC 1 - EMPLOYER CONTRIBUTION - 1% of the gross labor payroll

JATC 2 - EMPLOYEE CONTRIBUTION - 1% of the gross labor payroll

ADMINISTRATIVE MAINTENANCE FUND - 15¢ per hour employer contribution on all employees.

NEBF - Employer shall contribute 3% of their gross labor payroll.

NEIF - Employer shall contribute 1% of their gross labor payroll.

NLMCC - Employers will contribute 1¢ per hour on all hours worked.

Section 3.07. The Employer agrees that he will make out a monthly "Transmittal Form" and monthly "Shop Report," giving names, wage rates and total number of hours worked and gross wages received by each employee working under the terms of this Agreement who worked in his shop during each pay period. The Employer agrees that the "Shop Report" shall be mailed to the office of the Union no later than twenty-five (25) days following the end of the calendar month.

Section 3.08. All wages shall be paid on Friday before quitting time. In the event that holidays conflict with the normal pay day, wages shall be paid the day prior to the holiday. All employees must have their time cards turned into their Employer three working days prior to the day wages are to be paid.

Section 3.09. On all jobs requiring three (3) Residential Wiremen, one (1) Residential Wireman shall be appointed as Foreman by the Employer, and shall receive 10% per hour above the Residential Wireman's rate of pay. The maximum number of workmen that a Foreman can supervise shall be eight (8) workmen.

When there are four (4) Foremen on a job, one Foreman shall be designated as General Foreman and shall receive 20% per hour above the Residential Wireman's rate of pay. Foremen are to accept orders only from General Foremen or the

Employer's representative, when General Foremen are employed on a job. General Foremen are not to work with the tools or supervise a crew.

It is further agreed that Foreman shall have charge of more than one (1) job, when the job consists of eight (8) men or less.

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

When two or more Foremen are working on the same job, the Employer shall designate to the Business Manager of Local Union #405, the Foreman in charge of this job.

Section 3.10. When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7 1/2) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

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

Section 3.11. 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 pay unless notified at least thirty (30) minutes prior to the normal start time. The employee shall notify the Employer before 7:00 a.m. on days that he is unable to report for work. The employee must furnish the Employer

with his home phone number or some means of communication to qualify for show-up pay.

When layoffs occur, the Business Manager of Local Union #405 shall be notified 24 hours prior to the layoffs, and at the time of the layoff the employee shall be allowed at least one-half hour to pick up his tools and shall at this time return all Employer owned tools in his possession to the Employer or his representative.

When any employee is terminated from employment, the Employer shall give to the employee a written "Termination Notice," a copy of which shall be sent to Local Union #405 and the Cedar Rapids Division, Iowa Chapter, NECA. Termination notice shall state the reason for termination as well as the effective date and time.

Section 3.12. Nothing in this Agreement shall be discriminatory against any person because of age, race, creed, color, religion, sex or national origin.

When 25% of the Residential Wiremen normally employed under the terms of this Agreement are unemployed, in the jurisdiction of the Local Union and available for employment, the Joint Conference Committee shall meet within 48 hours to devise ways and means of equalizing employment.

Section 3.13. Residential Wiremen shall provide themselves with a complete standard customary set of tools for residential construction work.

Section 3.14. The Employer shall furnish all other necessary tools, including vises, stocks and dies, pipe cutters, saw blades, wrenches of fourteen inches or more in length, high speed drill bits and taps, box or open end wrenches over 3/4", socket sets larger than 1/4" drive, all power tools, all meters other than a Wiggins or similar voltage tester, all communication equipment. Workmen shall be held responsible for the tools or equipment issued to them provided the Employer furnishes the necessary lockers, tool boxes or other safe place of storage. These tools shall remain the property of the Employer. Employers will furnish gang boxes or a locked area for employee's tools.

Section 3.15. Workmen shall install all electrical work in a safe and workmanlike manner, and in accordance with applicable code and contract specification requirements.

Section 3.16. A Residential Wireman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative.

Section 3.17. The official representative of the Union and Employer shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

Section 3.18. The Employer shall pay for travel time and furnish suitable transportation from shop to job, job to job, and job to shop within the jurisdiction.

Workmen shall either carry their lunch or furnish their own transportation for leaving the job to go to lunch.

Employers shall pay travel time (mileage) at the current federal rate when employees are required to work outside the jurisdiction. Mileage shall be figured from the shop to the job site and shall be paid for travel in both directions (to job site and back).

Section 3.19. No traveling time shall be paid before or after working hours to workmen for traveling to or from any job within the jurisdiction when workmen are ordered to report on the job.

Section 3.20. Residential wiremen shall not work on circuits or equipment carrying more than 300 volts.

Section 3.21. The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers and is so recognized by the Employer.

Section 3.22. All conduit shall be cut and threaded by members of the bargaining unit.

Section 3.23. Where pipe cutting and threading machines are used, such shall be operated by workmen employed under the terms of this Agreement. There shall be no restrictions of the use of machinery, tools or appliances as long as they shall be operated by workmen employed under the terms of this Agreement.

Section 3.24. Material delivery shall be made by the Employer, Employer's representative, or workmen employed under the terms of this Agreement. Workmen shall not be required or permitted to haul Employer's materials or tools in their own vehicle.

The Employer's representative, if not a Residential Trainee or a Residential Wireman, shall not perform electrical work.

An employee shall be paid \$1.00 per trip for moving his own tools during the working day in his own car, if he so desires.

Section 3.25. Not more than one member of a firm (Employer) shall be permitted to work with the tools, and then only when at least one Residential Wireman is working with him under the terms of this Agreement. The name of the working member of a firm (Employer) and his proof of ownership, shall be filed with the Business Manager and the Executive Board of the Union.

The working member of the firm shall take referral out of the Union Hall and upon termination they shall provide the Union Hall with the standard termination slip.

Section 3.26. Members of the Union shall not be discriminated against in any way by an Employer for Union activities on their part on behalf of the Union.

It shall not be a violation of this Agreement for the employees covered hereunder to refuse to cross a picket line and perform work in any instance where the picket line has been authorized by the Union picketing.

No Steward appointed by the Business Manager of the Union shall be discharged by the Employer for his Union activities. On jobs of five (5) men and more, the Steward shall be the last man laid off, with the exception of the Foreman.

The Business Manager of the Union shall notify the Employer of the name of the Job Steward and the name of the Shop Steward.

Section 3.27 An employee shall not be required to perform work on poles, on a scaffold or ladders, when working over 40 feet in the air unless accompanied by at least one other workman, working under the terms of this Agreement.

Section 3.28. (a). Residential wiremen may take eight (8) hours of continuing education per year. The JAT Committee will decide the education courses.

(b). All employees may take voluntary OSHA approved First Aid training with said training to be paid for by the Employers.

ARTICLE IV

REFERRAL PROCEDURE

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

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

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

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

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

RESIDENTIAL WIREMAN

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

Group 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 two or more years' experience in the trade and who have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Residential Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two or more years' experience in the trade.

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

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

Section 4.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: Johnson County, Iowa County, Poweshiek County, Benton County, Linn County, and Jones County. The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

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

Section 4.10. An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has two years' experience in the trade.

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

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

Section 4.14. An applicant who is hired and who receives, through no fault of his own, work of forty-hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.15 (a). Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, and then Group III. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

REPEATED DISCHARGE:

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

Section 4.16. The only exception which shall be allowed in this order of referral is when the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

Section 4.17. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.18. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.19. A representative of the Employer or the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.20. 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.

ARTICLE V

TRAINING

Section 5.01. The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Residential Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter to the appropriate Registration Agency.

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of two to four members appointed by the IBEW Local Union, and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Residential Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee, where one exists, shall include: interviewing, ranking and selecting applicants and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

Section 5.02. Where the JATC elects to establish a subcommittee, an equal number of members (three) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one (1) or more members of the JATC to serve on the subcommittee.

JATC and subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill unexpired terms shall likewise be in writing.

The subcommittee, where one is established by 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, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be maintained by the JATC and its subcommittee, where a subcommittee is properly established.

Section 5.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve. The JATC or its subcommittee, where one exists, shall enforce standards and policies established

and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Local Labor Management Committee for resolution.

Section 5.04. Though the JATC may elect to establish subcommittees, there is to be only one (1) JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

Section 5.05. All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

Section 5.06. The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all Residential apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job training assignments.

Section 5.07. The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, until two (2) years after they should have completed the apprenticeship program and they must demonstrate they have acquired the necessary skills and knowledge to warrant the classification of Residential Wireman. Such individual may, however, reapply for Apprenticeship through the normal application and selection process after their indenture has been terminated.

Section 5.08. Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of two (2) apprentices to one (1) Residential Wireman on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the job site ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten (10) working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Section 5.09. Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than three (3) years of related training.

Section 5.10. The apprentice is required to satisfactorily complete the minimum number of on-the-job-training hours specified and properly registered in the Residential Apprenticeship and Training Standards.

Section 5.11. The apprentice is to be under the supervision of a Residential Wireman, or a qualified supervisor. Supervision will not be a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. A Residential Wireman is not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Residential Wireman or Supervisor is required to leave or is absent from the job, respecting any wage and hour regulations that may exist.

Section 5.12. The employer shall contribute to the local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.13. Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Residential Wiremen to work in the jurisdiction covered by this agreement.

Section 5.14. 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: one percent (1%) of gross payroll (Employer contribution) inclusive of all classification except Residential Helpers, and one percent (1%) of gross payroll (Employee contribution) inclusive of all classifications (*See MOU for exceptions*). This sum shall be due to 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

NEBF

Section 6.01. It is agreed that, in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, 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.

ARTICLE VII

NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

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

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

2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

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

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

ARTICLE VIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

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

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

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

Section 8.03. Each employer shall contribute 0¢ per hour on all hours worked. 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 Iowa 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 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 organization effectiveness;
- 3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) to enhance the involvement of workers in making decisions that affect their working lives; and
- 10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 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 Iowa 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), 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 X

SUBSTANCE ABUSE

Section 10.01. 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.

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.

GENDER LANGUAGE

Whenever the male gender is used in this Agreement, the female gender is also intended.

IN WITNESS THEREOF, the parties have executed this Agreement on this 1st day of September, 2018.

SIGNED FOR THE CEDAR RAPIDS/IOWA CITY DIVISION, IOWA CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.

_____ CHAIRMAN

_____ EXECUTIVE DIRECTOR

SIGNED FOR LOCAL UNION #405, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

_____ PRESIDENT

_____ BUSINESS MANAGER

Subject to the approval of the International President of the International Brotherhood of Electrical Workers, and the National Office of the National Electrical Contractors Association, Inc.

APPENDIX I
TRAINEE WAGES

Section 3.06. (a).

<u>Residential Trainees</u>	<u>9/01/18</u>
1 st 6 months 65% of RW "A"	\$ 16.48
2 nd 6 months 65% of RW "A"	\$ 16.48
3 rd 6 months 75% of RW "A"	\$ 19.01
4 th 6 months 85% of RW "A"	\$ 21.55

APPENDIX II
SUBSTANCE ABUSE

Cedar Rapids/Local 405 Mandatory Substance Abuse Policy is effective September 1, 2007, and is party to the same policy and procedures as the Cedar Rapids Inside Substance Abuse Policy.

APPENDIX III
AMENDMENT TO JATC STANDARDS

The Cedar Rapids JATC is instructed to amend standards to require that all apprentices obtain a license prior to turning out of the program.

**MEMORANDUM OF UNDERSTANDING
BETWEEN IBEW LOCAL UNION #405
AND THE CEDAR RAPIDS/IOWA CITY DIVISION, NECA**

Residential Helper

The undersigned agree, on behalf of the IBEW Local Union #405 and the Cedar Rapids/Iowa City Division, Iowa Chapter, NECA, that effective September 1, 2014, shall be amended to the extent herein specified.

The following rules shall apply to everyone who uses this program:

1. An Employer will be allowed to hire a helper as long as they are 18 years old and have a valid driver's license. They may hire from any source. Local 405 will keep a list of people who desire to work as a helper. Anyone who carries a current classification within the IBEW will not be allowed to work as a helper.
2. When an Employer hires a helper, the Employer will immediately notify IBEW Local #405. The helper will register with IBEW Local #405 by use of the standard helper form.
3. Any Employer failing to notify the union hall immediately of the above will result in the following:
 - a. Employer will be required to terminate all helpers.
 - b. Employer will not be allowed to use the helper classification for a six (6) month period.
4. Helpers shall be paid as follows:
 - a. \$10.00/hour
 - b. NEBF
 - c. There shall be no other benefits or funds paid on these employees.
5. Helpers shall be reported on the regular monthly payroll report.
6. All Helpers must attain at a minimum a State of Iowa unclassified license within 30 days of employment. A copy of that license will be provided to Local 405.
7. Helpers will receive "special consideration" when applying for the apprenticeship program for having been employed as a helper for 2000 hours.
8. Helpers shall have the same job restrictions as first year apprentices; however, a helper who carries a State of Iowa Residential license, or a State of Iowa A Journeyman license will be permitted to work alone.
9. Helpers will be counted as apprentices in the ratios as specified in the Cedar Rapids/Iowa City Division, Iowa Chapter, NECA/IBEW Local Union #405 Residential Construction Agreement.
10. All helpers must be terminated if an indentured apprentice becomes available and is not placed within 2 weeks.
11. Any employer caught using a Residential helper outside the terms of the IBEW Local 405/Iowa NECA Residential Agreement will not be allowed to use a helper for the duration of this program.

This memorandum of understanding is subject to change or termination only by mutual consent of the parties to the Cedar Rapids Residential Labor Agreement.

Division Chairman

Local Union President

Executive Director

Business Manager

Version 1.8