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**Title: South Florida Chapter of the National Electrical Contractors Association, Inc. (Inside Wiremen) and International Brotherhood of Electrical Workers (IBEW), Local 728 (2002)**

**K#: 8213**

**Employer Name: South Florida Chapter of the National Electrical Contractors Association, Inc. (Inside Wiremen)**

**Location: Fort Lauderdale FL**

**Union: International Brotherhood of Electrical Workers (IBEW)**

**Local: 728**

**SIC: 1731**

**NAICS: 23821**

**Sector: P**

**Number of Workers: 1250**

**Effective Date: 09/01/02**

**Expiration Date: 08/31/05**

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K8213  
1,250 workers

37 pp.

**INSIDE WIREMAN  
WORKING AGREEMENT**

*9/1/2002 - 8/31/2005*  
**2002 - 2005**

**LOCAL UNION 728  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
Of Fort Lauderdale, Florida**

And

**SOUTH FLORIDA CHAPTER, NECA, INC.**

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Agreement by and between the South Florida Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 728, 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 South Florida Chapter of the National Electrical Contractors Association (NECA) and the term "Union" shall mean Local Union No. 728, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

### **BASIC PRINCIPLES**

The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer, Employees, and the Union; to secure a prompt and fair disposition of grievances; to eliminate interruptions of work and interference with the efficient operation of the Employer's business.

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 Employees. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

**ARTICLE I**  
**STANDARD CIR**  
**EFFECTIVE DATE/ CHANGES/GRIEVANCES/DISPUTES**

**EFFECTIVE DATE:**

Section 1.01: This Agreement shall take effect, September 1, 2002, and shall remain in effect until, August 31, 2005 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1<sup>st</sup> through August 31<sup>st</sup> 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.

**DISPUTES:**

(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.

**TERMINATION:**

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

**OPENING AT ANY TIME:**

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

**NO STRIKE/NO LOCKOUT:**

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.

**Labor-Management Committee:**

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

**GRIEVANCES:**

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.

**L-M VOTING:**

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.

**CIR:**

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.

**STATUS QUO:**

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

Section 1.10. Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within ten (10) working days of its discovery shall be deemed to no longer exist.

**VOICE NO VOTE:**

Section 1.11. The Business Manager and the Chapter Manager shall sit in on all conference meetings with a voice but no vote.

**ARTICLE II  
EMPLOYER RIGHTS/UNION RIGHTS**

**EMPLOYER QUALIFICATIONS:**

Section 2.01 (a) Certain qualifications, knowledge, experience and proof of financial responsibility is 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 suitable financial status to meet payroll.

(b) He shall be financially able to furnish all equipment, material, appliances, and light fixtures needed to install a complete electrical job. The Union reserves the right to investigate any job they may believe is being financed by the General Contractor or Owner, and on which they may believe an electrical contractor or master electrician is receiving a fee for the use of his license to the detriment of the electrical industry.

**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.

**FOREMAN CALL BY NAME:**

Section 2.03: The employer shall have the right to call Foreman by name provided:

- A) The employee has not quit his previous employer within the past two weeks.
- B) 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.
- C) 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:

**UNEMPLOYMENT COMPENSATION FUND:**

Section 2.04. For all employees covered by this Agreement the Employer shall make contributions to the State of Florida Unemployment Compensation Fund.

**COLLECTION OF FUNDS:**

Section 2.05(a). It shall be the joint responsibility of the Local Union 728 Business Manager and the NECA Chapter Manager to enforce collection of all funds being a part of this agreement with the designated time limit.

Section 2.06. [Reserved]

**JURISDICTIONAL LANGUAGE:**

Section 2.07(a). The Employer recognizes Local Union 728 as the exclusive representative of his electrical Employees for the purpose of collective bargaining with the respect to rates of pay, wages, hours of employment, or other conditions of employment, subject to and in accordance with the provisions of the applicable State and Federal Laws.

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

Section 2.08. [Reserved]

**WORKER PORTABILITY:**

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

**FAVORED NATIONS:**

Section 2.10. The union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in the 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.

**NON-BARGAINING EMPLOYEES:**

Section 2.11. No non-bargaining unit employees of the employer, including proprietors, partners, shareholders, or corporate officers, shall work with the tools of the trade except up to 3 non-bargaining unit employees of an employer which is a corporation authorized to do business in Florida, will be permitted to work with the tools of the trade, as journeyman, upon the following conditions:

- a. The employer must first register the names of said non-bargaining unit employees with the local union office;
- b. For any month in which the non-bargaining unit employee works with the tools, the corporation will pay full fringe benefits contributions for each employee, including person, annuity, health and welfare, JATC, and working assessments, for all hours worked by said employee during the month or 150 hours of contributions, whichever is greater,

- c. The employee working with his tools must be a journeyman and a corporate officer or shareholder of the employee.

Section 2.12. Employers shall not loan their employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skills are not available through the Referral Procedure. Nothing in this Agreement shall preclude bona fide subcontracting from one signatory to another signatory contractor.

**NO COMPETE CLAUSE:**

Section 2.13. No member of the IBEW, subject to employment by employers operating under this agreement shall himself become a contractor for the performance of any electrical work.

Section 2.14 [Reserved]

**UNION DISCIPLINE:**

Section 2.15. The Union reserves the right to discipline its members for violation of its laws, rules, and agreements.

**APPOINTMENT OF STEWARDS:**

Section 2.16. The Union shall have the right to appoint a Steward on any job in any shop where workmen are employed under the terms of this Agreement. Such Steward shall see that the Agreement and working rules are observed at all times. Under no circumstances shall he be discriminated against by any Employer because of the performance of his duties as a Steward. Notification of names of Stewards shall be given to the Employers in writing by the Local Union.

Stewards shall remain on the job and shall be the 4<sup>th</sup> man, next to the Foreman, unless removed from the job of Steward by the Business Manager of the Union, except that nothing contained in this Agreement shall be construed to limit the right of any Employer to discharge any Steward for just cause upon '24 hours' prior notice to the Local Union Business Manager.

**UNION ACCESS:**

Section 2.17. A representative of the Union shall be allowed access to any shop at any reasonable time where workmen are employed under the terms of this Agreement, but he shall not use the time of the workmen for any subject not directed connected with the job on which they are working unless permission is granted by the Employer.

### **PICKET LANGUAGE:**

Section 2.18(a). It shall not be a violation of this Agreement and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee to refuse to cross a lawfully established primary picket line whether at the premises of another Employer or the employee's own Employer.

(b) Any employee exercising such right shall carefully put away all tools, materials, equipment or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for by the Employer.

### **TOOL RESTRICTIONS:**

Section 2.19. There shall be no restriction on the use of tools, machinery or equipment simplifying electrical construction work or the erecting of equipment when such tools, machinery or equipment is operated by Journeymen or properly trained Apprentices employed under this Agreement and provided such tools, machinery or equipment are furnished by the Employer and all safety measures and precautions are complied with for the protection of the workmen.

### **TOOLS-EMPLOYEE:**

Section 2.20. Journeymen shall have sufficient tools to fulfill their obligation to the trade and shall include the tools listed below. A journeyman may furnish other small hand tools provided that the total value of such does not exceed \$75.00.

1 Claw Hammer	1 Plum Bob
1 pr. 8" or 9" Side Cutter Pliers	1 2-way level
1 pr. Long nose pliers	1 Crescent adj. Wrench
1 pr. Diagonals	1 Pocketknife
1 Screw Drivers, assorted sizes	1 set Allen Wrenches
1 set Phillips head screwdrivers	1 set Pencils
1 6' Rule	1 small square
1 hacksaw frame	1 aviator shears-up to 8"
2 prs Channel Lock Pliers	1 approved voltage measuring device
2 cold chisels - up to 3/4"	1 current NEC Code Book
1 Center Punch	1 Tap Wrench
a 3/8 " drive socket set up to 3/4" and 1 nut driver set recommended	

However, neither Journeyman nor Apprentice shall furnish any of the following tools: Conduit Hickeys, Stock and Dies, Pipe Vices, Electrically or power-operated tools, ladders or knock-out punches, soldering or make-up equipment. Employee breakage of Employers' furnished tools due to neglect or misuse shall be paid for by the employee causing the damage. The employer shall replace standard tools furnished by the employee plus \$75.00 if stolen or damaged while stored in an employer provided storage area that is locked and secured.

### **TOOLS-EMPLOYER:**

Section 2.21. The Employer shall furnish all other necessary tools and/or equipment including all necessary safety equipment, such as hard hats, hard toe, composite toe or steel toe safety shoes when specifically required. Employees shall be required to use safety equipment furnished. Workmen shall be financially responsible for the tools or equipment issued them provided the employer furnishes the necessary lockers, toolboxes, or other

safe place for storage and provided sufficient time is given to do this. All taps, bits, and drills shall be furnished by the contractor or employer.

**NON-DISCRIMINATION:**

Section 2.22. The employer will not interfere with, restrain, or coerce Employees because of membership or lawful activity in the Union, nor will it, by discrimination in respect to hire, tenure of employment, or any term or condition of employment, attempt to discourage membership in the Union.

**UNION MEMBERSHIP:**

Section 2.23. The Union agrees that neither the Union nor its members will intimidate or coerce any employee in respect to his right to work or in respect to Union activity or membership and, further, that there shall be no solicitation of Employees for Union membership or dues on the Employer's time. The Union further agrees that the Employer may take disciplinary action for any violations of this provision.

**AGE-RATIO:**

Section 2.24. On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be (50) years of age or older.

**ANNULMENT/SUBCONTRACTING:**

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

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

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

## **ARTICLE III HOURS/WAGES/WORKING CONDITIONS**

### **HOURS: (*Workday/Workweek*)**

Section 3.01(a). Eight (8) hours will constitute a regular work day. Regular working hours shall be from 8:00 a.m. to 4:30 p.m., and the regular lunch period shall be one-half (½) hour between 12 noon and 1:00 p.m. Eight (8) hours a day, forty (40) hours within five (5) days, Monday through Friday, shall constitute a regular work week. In areas where local ordinances prohibit construction of work prior to 9:00 a.m., regular work day hours shall be adjusted accordingly to end the work day. On jobs where the majority of the other trades are working, 8:00 a.m. and 5:00 p.m., such hours shall also govern the work day as provided herein. In such event, one (1) hour between 12:00 noon and 1:00 p.m. shall constitute the lunch hour.

### **FOUR TEN-HOUR DAYS:**

Section 3.01(b). The Employer, with 24-hour prior notice to the Union, may institute a work-week consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight (8) hours must be scheduled. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1-½) times the regular rate of pay.

### **VARIED START TIME:**

Section 3.01(c). The regular work day may begin between the hours of 7 a.m. and 8 a.m., provided that the starting time is the same for all Employees covered by the terms of this Agreement on the jobsite and that both parties agree to the established starting time. When this section is implemented, one-half (1/2) hour between 11 a.m. and 12:30 p.m. shall constitute the regular lunch period. The Business Manager's Office shall be notified when this section is implemented.

### **TIME CLOCK CLAUSE:**

Section 3.01(d). No Employee covered by this Contract shall be required to punch a time clock or pick-up and drop time checks before or after regular hours. If this condition is required, then Employees shall be compensated for time spent in check-in and check-out alleys.

### **OVERTIME/HOLIDAYS:**

Section 3.02(a). All work performed outside the regular scheduled working hours, Monday through Friday, and all work on Saturdays, shall be paid at time and one half (1-½) of the regular straight-time rate of pay. Sundays and the following holidays shall be paid at double (2) the regular straight-time rate of pay: New Year's Day, Memorial Day, Fourth of July, Labor Day, Christmas and Thanksgiving, the Friday following Thanksgiving Day, or days celebrated as such shall be paid at double the straight-time rate.

(b) Should any of the above named holidays occur on Sunday, the following Monday shall be considered the holiday. Should any of the above holidays fall on Saturday, the preceding Friday shall be considered the holiday.

**PREMIUM PAY:**

Section 3.02(b). Premium time, of time and one half (1-½), shall be paid for all work on towers, hanging chairs, or swinging or temporary scaffolding more than thirty (30) feet of free fall space. No man shall work under these conditions against his will. The provisions of this section shall not apply if free fall is eliminated and OSHA requirements are met.

**LABOR DAY CLAUSE:**

Section 3.03. 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. All work performed outside the regular working hours shall be reported to the Local Union office.

**WORK WEEK/PAYDAY:**

Section 3.04(a). The workweek shall start at 12:01 a.m. Monday, and end Sunday at midnight. Payday shall be Wednesday by 4:30 p.m., except that should a recognized holiday occur on Wednesday, the payday will be on Tuesday. If a holiday falls on Monday, payday may be extended one day. Not more than three (3) days' wages may be withheld at any time. All wages must be paid in United States' currency or standard payroll check drawn on a local bank within the jurisdiction of Local Union 728, with a written statement of itemized deductions for the employee and check number. Any workman laid off or discharged by the employer shall be paid all his wages immediately. In the case of discharge for cause, an itemized statement of deductions shall be delivered to the Union by the end of the next regular day. In the event he is not paid off, waiting time at the regular rate shall be charged with a maximum of eight (8) hours per regular workday until full payment is made.

**DIRECT DEPOSIT:**

Section 3.04(b). Any Employer may, at its discretion, offer direct electronic deposit of wages on a weekly basis to any worker covered under this Agreement. If offered by an Employer, an employee may voluntarily allow for direct deposit at the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union.

**CLASSIFICATIONS/WAGES:**

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

JOURNEYMAN WIREMAN	\$
JOURNEYMAN TECHNICIAN	100% OF JOURNEYMAN WIREMAN RATE
FOREMAN	110% OF JOURNEYMAN WIREMAN RATE
GENERAL FOREMAN	115% OF JOURNEYMAN WIREMAN RATE
APPRENTICE WIREMAN-SIX (6) PERIODS	
1 <sup>ST</sup> PERIOD	50% OF JOURNEYMAN WIREMAN RATE
2 <sup>ND</sup> PERIOD	55% OF JOURNEYMAN WIREMAN RATE
3 <sup>RD</sup> PERIOD	60% OF JOURNEYMAN WIREMAN RATE
4 <sup>TH</sup> PERIOD	65% OF JOURNEYMAN WIREMAN RATE
5 <sup>TH</sup> PERIOD	70% OF JOURNEYMAN WIREMAN RATE
6 <sup>TH</sup> PERIOD	80% OF JOURNEYMAN WIREMAN RATE

**ALL ZONES**

	% JW Rate	Minimum Hourly Rate	H & W	Pension/ Annuity 8%	NEBF 3%	LEEF	JATC 1.5%	Rec. Trust	NLMCC	Total Hourly Package
General Foreman	115%	26.40	4.60	2.11	.79	.10	.40	.10	.01	34.51
Foreman	110%	25.26	4.60	2.02	.76	.10	.38	.10	.01	33.23
Jour Wire CS	110%	25.26	4.60	2.02	.76	.10	.38	.10	.01	33.23
**Certified Welder	110%	25.26	4.60	2.02	.76	.10	.38	.10	.01	33.23
Fiber Optic Sp	110%	25.26	4.60	2.02	.76	.10	.38	.10	.01	33.23
Jour. Wireman	100%	22.96	4.60	1.84	.69	.10	.34	.10	.01	30.64

**APPRENTICES:**

	% JW Rate	Minimum Hourly Rate	H & W	Pension/ Annuity 8%	NEBF 3%	LEEF	JATC 1.5%	Rec. Trust	NLMCC	Total Hourly Package
5 <sup>th</sup> Year	80%	18.37	4.60	1.47	.55	.10	.28	.10	.01	25.48
4 <sup>th</sup> Year	70%	16.07	4.60	1.29	.48	.10	.24	.10	.01	22.89
3 <sup>rd</sup> Year	65%	14.92	4.60	1.19	.45	.10	.22	.10	.01	21.59
2 <sup>nd</sup> Year	60%	13.78	4.60	1.10	.41	.10	.21	.10	.01	20.31
* 1 <sup>st</sup> Year	55%	12.63	4.60		.38	.10	.19	.10	.01	18.01
*Unindentured	50%	11.48	4.60		.34	.10	.17	.10	.01	16.80

\*There shall be no Pension/Annuity payments on unindentured or 1st year.

\*\*Minimum eight (8) hour day.

**SEPTEMBER 1, 2003, THE BASIC JOURNEYMAN WIREMAN RATE WILL INCREASE .25 CENTS PER HOUR IN ZONES 1 and 2.**

**SEPTEMBER 1, 2004, THE AGREEMENT SHALL BE OPEN FOR WAGES AND FRINGES ONLY FOR ALL ZONES.**

**September 1, 2003 – Zone 2: THE BASIC JOURNEYMAN WIREMAN RATE WILL INCREASE .25 CENTS PER HOUR.**

**NON-INDUSTRIAL WORK**

	<b>% JW Rate</b>	<b>Minimum Hourly Rate</b>	<b>H &amp; W</b>	<b>Pension/ Annuity 8%</b>	<b>NEBF 3%</b>	<b>LEEF</b>	<b>JATC 1.5%</b>	<b>Rec. Trust</b>	<b>NLMCC</b>	<b>Total Hourly Package</b>
<b>General Foreman</b>	115%	23.16	4.60	1.85	.69	.10	.35	.10	.01	30.86
<b>Foreman</b>	110%	22.15	4.60	1.77	.66	.10	.33	.10	.01	29.72
<b>Jour Wire CS</b>	110%	22.15	4.60	1.77	.66	.10	.33	.10	.01	29.72
<b>**Certified Welder</b>	110%	22.15	4.60	1.77	.66	.10	.33	.10	.01	29.27
<b>Fiber Optic Sp</b>	110%	22.15	4.60	1.77	.66	.10	.33	.10	.01	29.72
<b>Jour. Wireman</b>	100%	20.14	4.60	1.61	.60	.10	.30	.10	.01	27.46
	<b>% JW Rate</b>	<b>Minimum Hourly Rate</b>	<b>H &amp; W</b>	<b>Pension/ Annuity 8%</b>	<b>NEBF 3%</b>	<b>LEEF</b>	<b>JATC 1.5%</b>	<b>Rec. Trust</b>	<b>NLMCC</b>	<b>Total Hourly Package</b>
<b>5<sup>th</sup> Year</b>	80%	16.11	4.60	1.29	.48	.10	.24	.10	.01	22.93
<b>4<sup>th</sup> Year</b>	70%	14.10	4.60	1.13	.42	.10	.21	.10	.01	20.67
<b>3<sup>rd</sup> Year</b>	65%	13.09	4.60	1.05	.39	.10	.20	.10	.01	19.54
<b>2<sup>nd</sup> Year</b>	60%	12.08	4.60	.97	.36	.10	.18	.10	.01	18.40
<b>* 1<sup>st</sup> Year</b>	55%	11.08	4.60		.33	.10	.17	.10	.01	16.39
<b>*Unindentured</b>	50%	10.07	4.60		.30	.10	.15	.10	.01	15.33

\* There shall be no annuity payments on unindentured or 1st year.

\*\* Minimum eight (8) hour day.

## **FRINGES:**

### **Section 3.05(b) Health & Welfare Fund:**

In zones 1, 2 and 3, the Employer shall contribute \$4.60 per hour for each hour worked or a portion thereof to the Electricians' Welfare Fund of Broward County, for each employee covered by the terms of this agreement.

(c) Effective September 1, 2002, any increase in the contribution to the existing health and welfare fund required by the Fund Trustees during the first two years of this Agreement shall be split equally between the Employers and employees.

### **Pension/Annuity**

The employer shall contribute 8% of gross pay for each employee covered by the terms of this agreement, which shall be allocated as follows:

(A) For all participants of the Local 728 Pension and Annuity Funds, and all new participants as of September 1, 1996, 4% shall be allocated to each fund.

(B) For all participants of the West Palm Beach Electrical Workers Annuity Fund prior to September 1, 1996, 8% shall be allocated to the Annuity Fund.

## **COMPANY VEHICLE CLAUSE:**

Section 3.06 In the event an employee is transferred by the Employer from one job to another during the normal workday and he uses his own vehicle, he shall be compensated \$10.00 plus the prevailing rate. No worker shall use any automobile, motorcycle or other vehicle in a manner considered by the Joint Conference Committee to be unfair to any other worker or against the best interests of the industry. No employee, however, shall transport any material or company-owned tools in any conveyance unless said conveyance is a company-owned vehicle.

Section 3.07. When the Employer requires an employee to report back to the shop at quitting time, he shall be in the shop not later than regular quitting time.

## **WORK AREA:**

Section 3.08. The area in which workmen shall work under the terms of Article 3.01, shall be the entire jurisdiction of Local Union 728 as described by the International Office of the IBEW.

## **UNION DUES:**

Section 3.09. 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.

## **FOREMAN CLASSIFICATION:**

Section 3.10(a). On any job requiring more than five (5) Journeymen, one (1) shall be designated and classified as Foreman. Upon the hiring of the eleventh (11<sup>th</sup>) Journeyman, a General Foreman shall be designated and may also work the second crew until there are nine (9) workmen on said crew. A General Foreman will at no time

work more than four (4) Foremen and their crews. There shall be a Foreman on any project or job that has seven (7) or more Journeymen.

A Foreman or General Foreman will be required to perform his duties in connection with coordinating his Foreman or crews and expediting the job. No General Foreman shall work with the tools.

#### **CHAIN OF COMMAND:**

Section 3.10 (b). 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, Employer, or Employer's Representative.

#### **REPORTING TIME:**

Section 3.11(a). When men are directed to report to a job or shop and do not start work due to causes beyond their control, or an act of God, unless notified the day before, they shall receive one hour's pay as reporting time provided their travel distance from their residence exceeds 50 miles round-trip. If they are instructed to wait on the job after scheduled starting time they shall receive a minimum of two hours' pay at the straight time rate.

#### **SHIFT WORK:**

Section 3.12. 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.

#### **SERVICE CALLS:**

Section 3.13. On all service calls before or after regular working hours, a minimum of one (1) hour's pay at the prevailing rate shall be paid when a man is called out.

### **CABLE SPLICING:**

Section 3.14. Journeyman Wiremen qualified to do cable splicing already on the Employer's payroll may be assigned to make any splices and terminations without being referred again by the Local Union. 'Cable Splicing' premium shall be paid when the Employer is performing such work.

### **INSTALLATION:**

Section 3.15. Only employees covered by this Agreement shall change, alter, or in any way rework electrical equipment or material for the Employers covered by this Agreement that is to be installed in any permanent installation.

Section 3.16. Installation of all instrumentation, fiber optics, sound, TV, antenna, fire alarm, nurses' call, and security systems of all types shall be done under the terms of this Agreement.

### **LAYOFFS:**

Section 3.17. Any man reporting for work and being laid off, shall receive not less than one (1) hours' wages in order to gather his tools and personal belongings and shall be paid off in full immediately. Any man to be laid off at the scheduled quitting time shall be notified not less than one hour prior to scheduled quitting time in order for him to pick up his tools and personal belongings. In the event the employee is not paid off, waiting time shall be charged until payment is received. An employee not receiving at least 24 hours' work in a workweek, as defined in 3.01(a), shall be laid off if the employee so desires. The Business Manager shall be notified in advance of all layoffs.

### **EMPLOYEE TERMINATION:**

Section 3.18. Any Employee being laid-off, discharged, or quitting a job shall be given a copy of the termination slip. The termination slip will be made in quadruplicate, stating full reason for such termination. The Employer retains one (1) copy and one (1) copy is sent to Local Union 728. The other copy is sent to the NECA Office. These copies will be sent with the monthly payroll report and furnished to the Employer by Local Union 728.

### **HEAVY EQUIPMENT OPERATION:**

Section 3.19. On construction jobs where it is the duty of any electrician to operate a crane or other heavy equipment, he shall do so in eight (8) hour periods from 8 a.m. to 4:30 p.m. Once called upon for such work, he shall not perform other work during the prescribed eight (8) hour period.

**ARTICLE IV  
INSIDE REFERRAL PROCEDURE**

**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.

**REFERRAL SOURCES:**

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

**REFERRAL REJECTION:**

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

**NON-DISCRIMINATION CLAUSE:**

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.

**EMPLOYMENT REGISTER:**

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

**JOURNEYMAN WIREMAN – JOURNEYMAN TECHNICIAN**

**GROUP I**

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

**GROUP II**

All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside

Construction Local Union of the 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 or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

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

**EXHAUSTED REGISTRATION LIST:**

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".

**TEMPORARY EMPLOYEES:**

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

**NORMAL CONSTRUCTION LABOR MARKET DEFINITION:**

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

The following counties in the State of Florida:

Brevard	1/	Indian River	3/
Broward	1/	Martin	3/
Collier	2/	Okeechobee	3/
Glades	3/	Palm Beach	2/
Hendry	3/	Saint Lucie	3/

1/ That portion of Brevard County South of the line described below. Starting at the Atlantic Ocean in the east, on a line formed by the South boundary line of Land Section 20, and the north boundary line of Land Section 28, (as shown on the official General Highway and Transportation map of Brevard County, Florida, as prepared by the Florida State Road Department) and using this as a beginning thence continuing due west, along this fixed section line from this fixed point, to a place where the south boundary of Land Section 19, and the north boundary line of Land Section 30, intersects with the Brevard-Osceola County Line.

2/ That portion due west of Broward County and East of the south-southwest corner of Hendry County.

3/ That portion East of a line from the south-southeast corner of the Highlands County to the north-northeast corner of Collier 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.

**RESIDENT DEFINITION:**

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.

**EXAMINATION PROCEDURE:**

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

**OUT OF WORK LIST:**

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

**RENEWAL OF THE OUT OF WORK LIST:**

Section 4.12. An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

**REGISTRATION RESTORATION:**

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

**APPLICANT PROCEDURE:**

Section 4.14(a). Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV.

Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

**REFERRAL PROCEDURE EXCEPTIONS:**

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

- (a). When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b). The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

**APPEALS COMMITTEE:**

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

**FUNCTION OF THE APPEALS COMMITTEE:**

Section 4.17. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of 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.

**INSPECTION OF REFERRAL PROCEDURE RECORDS:**

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

**POSTING OF THE REFERRAL PROCEDURE:**

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

**HIRING & TRANSPORTATION POSITIONS:**

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

**ARTICLE V**  
**STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE**

Section 5.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of (either 6 or 8) members (6 is recommended) 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 policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency. The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

Section 5.02. All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a (3 or 4) year term, unless being appointed for a lesser period of time to complete an un-expired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately. The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings. The JATC should meet on a monthly basis, and also upon the call of the Chairman.

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

Section 5.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement. All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

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

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

Section 5.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures. An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture a total number of apprentices not to exceed a ratio of one apprentice to 3 Journeyman Wiremen normally employed under a collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct-entry through organizing, as provided for in the registered apprenticeship standards.

Section 5.09. Though the JATC cannot guarantee any number of apprentices, if a qualified employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If the JATC is unable to fill the request within ten (10) working days, and if the JATC has fewer indentured apprentices than permitted by its allowable ratio, they shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites. Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that are not to work on wage and hour (prevailing wage) job sites. Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

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

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

Section 5.12. Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below:

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

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

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

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

Section 5.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement, which shall conform, to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations. The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 5.16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the party's signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: 1-½ % (one and a half percent of the gross monthly payroll) This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## ARTICLE VI FRINGE BENEFITS

### **NEBF:**

Section 6.01. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust. An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union; provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent. The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

### **EMPLOYER PAYROLL REPORT:**

Section 6.02. All Employers shall send to the Local Union office a monthly Payroll Report within fifteen (15) calendar days following the end of each calendar month showing total hours worked (overtime and straight time hours and wages paid to each employee). By the 1<sup>st</sup> of February, following the end of the calendar year, all Employers shall send to the Local Union office a report of the gross earnings of each employee for the previous year on acceptable W-2 forms consisting of five pages supplied by the Local Union.

### **CREDIT UNION:**

Section 6.03. The employer may deduct an amount equal to 4% of the gross pay of each employee who signs a credit union payroll deduction authorization card. This authorization shall be irrevocable for a period of one year and shall be automatically renewed for successive one year periods unless revoked by written notice ten (10) days prior to the expiration of each one year period.

### **DELINQUENCY:**

Section 6.04. 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 have 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.

### **LEEF FUND:**

Section 6.05. The employer shall make contributions to the legally constituted Labor Employee Educational Fund at a contribution rate of 10 cents per hour worked.

**JATC TRUST FUND:**

Section 6.06. The Employer shall contribute 1.5% of their gross monthly labor payroll for all bargaining unit employees to the JATC Trust Fund.

**RECEIVING AGENT FUND:**

Section 6.07. Effective September 1, 1994, the Employer shall contribute ten (10) cents per hour to the Electrical Industry Accounts/Receiving Agent for each hour worked or a portion thereof, for all bargaining unit employees. The Receiving Agent shall perform those functions necessary to receive and disburse contributions and deductions required by this Agreement and to perform other lawful duties. The designated Receiving Agent shall be the South Florida Chapter, NECA, Inc. The parties agree: 1) that the Fund is to be solely by the Employers; 2) that the Fund may not be used in any manner detrimental to the Local Union or the IBEW; 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.

**PAC FUND:**

Section 6.08 Upon receipt of a voluntary written authorization card, the Employer agrees to deduct from the pay of each IBEW member, the amount designated for each hour worked and to forward that amount to ELECTROPAC 728, IBEW, in the same manner and at the same time as the deduction and remittance of working dues. ELECTROPAC 728 is Local Union 728's Political Action Committee, and it will use the money contributed to make lawful political contributions and expenditures.

**EMPLOYER PAYMENT SCHEDULE:**

Section 6.09. All contributions and deductions required by this Agreement shall be sent by the Employer to the Electrical Industry Accounts/Receiving Agent, within fifteen (15) calendar days following the end of each calendar month. One Employer payment shall consist of a consolidated Electricians' Welfare Fund of Broward County, International Brotherhood of Electrical Workers, Local 728 Pension Fund, IBEW 728 Annuity Fund and Joint Apprenticeship and Training Committee payment, made payable to the Electricians Escrow Account; one Employer payment shall be made for the Receiving Agent payable to the Electrical Industry Accounts/Receiving Agent; one Employer payment shall be made for the National Employees Benefit Agreement made payable to the National Employees Benefit Fund; one Employer payment shall be made for ELECTROPAC 728; one Employer payment shall be made for NECA members made payable to the South Florida Chapter, NECA, Inc., and one Employer payment, if any, shall be made for persons who authorize a credit union payment and shall be made payable to the Broward Postal Credit Union.

**REPORTING FORMS:**

Section 6.10(a). All contributions and deductions shall be made on reporting forms furnished to the Employer and shall be fully made out by the Employer.

### **EMPLOYER TRUSTEES:**

Section 6.11. Each Employer accepts the Employer Trustees and all Trust Funds referred to herein and their successors in office, as its agent, irrevocably, in the exercise of all Trustee authority in the making and amending of Agreements and Declarations of Trust and lawful Plan Rules and Regulations in order to carry out their lawful Trustee duties. The appointment of Employer Trustees shall be made by the South Florida Chapter, NECA, Inc.

### **DELINQUENCY:**

Section 6.12(a). Delinquency shall be defined as a failure to make any one or more of the contributions and deductions, required to be made in Article 4, above, timely and in the correct amount.

### **AUDIT:**

Section 6.13. Upon delinquency or in furtherance of any uniform auditing procedure established by the Trustees of any fringe benefit Trust Fund described herein, the Trustees may order an Employer to submit to an audit to determine whether any delinquency exists. The cost of all audits shall be paid by the Trust Fund(s) requesting that they be done, or by the Employer if he is found to be delinquent.

### **DAMAGES:**

Section 6.14. ~~If any Employer is delinquent, or if he fails to submit to audit, he shall pay in addition to other payments required to be paid hereunder, liquidated damages in the amount of ten percent (10%) of the sums which were or are delinquent, statutory interest, and reasonable attorney's fees.~~

### **WITHHOLDING OF MANPOWER:**

Section 6.15. Employers who are found to be delinquent by the Joint Conference Committee may, at the sole discretion of the Union, and upon 72 hours' notice, in writing by the Union, be subject to a withdrawal or withholding of men and such withdrawal or withholding of men shall not be a violation of this Agreement. Should such action occur, the employees who reported to the job or shop shall not suffer any loss or pay.

**ARTICLE VII**  
**NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)**

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

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

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

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

**ARTICLE VIII**  
**LOCAL LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)**

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

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

**Section 8.02.** The Fund shall function in accordance with, and as provided in, its 45 Inside Revision 4/01/02 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. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Chapter, NECA, or its designee, shall be the collection agent for this Fund.

**Section 8.04.** If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

**ARTICLE IX**  
**NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE (NLMCC)**

**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. 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  
SAFETY**

**OSHA:**

Section 10.01. The employer shall be responsible for the enforcement of all safety rules and OSHA regulations. Employees shall cooperate with employers in enforcement of this responsibility;

**IMPROPER WORKMANSHIP CLAUSE:**

Section 10.02. A Journeyman shall be required to make correction on improper workmanship and omissions for which he is responsible, on his own time and using regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes the responsibility for the enforcement of this provision provided, however, the Union is notified immediately upon discovery and such employee is given an opportunity to make correction to improper workmanship.

**SAFE INSTALLATION:**

Section 10.03. Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications or electrical layout plans.

**ENERGIZED CIRCUITS PROCEDURE:**

Section 10.04. When working on energized circuits carrying 440 volts A.C. or over, or when lifting or connecting live cables, or when working 80 Volts D.C. or over, two Journeymen must work together.

**SAFETY:**

Section 10.05. In the event of an on-the-job accident, which results in an employee going to the hospital, the Local Union shall be notified immediately by the Job Steward or the Supervisor.

**ARTICLE XI  
SUBSTANCE ABUSE**

**CHEMICAL ABUSE:**

Section 11.01. The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity is significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

**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.

**SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW**

SIGNED:

SO. FLORIDA CHAPTER, NECA, INC.  
BY *[Signature]*  
TITLE EXECUTIVE DIRECTOR  
DATE 5/02/03

SIGNED:

LOCAL UNION 728, IBEW  
BY *[Signature]*  
TITLE Pres. Mgr  
DATE 5/02/03

**APPROVED**  
INTERNATIONAL OFFICE-I.B.E.W.

MAY 08 2003

Edwin D. Hill, President

This approval does not make the  
International a party to this agreement