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Title: **Indianapolis Division, Central Indiana Chapter, National Electrical Contractors Association (Inside Agreement) and International Brotherhood of Electrical Workers (IBEW), Local 481 (2003)**

K#: **8974**

Employer Name: **Indianapolis Division, Central Indiana Chapter, National Electrical Contractors Association (Inside Agreement)**

Location: **IN Indianapolis**

Union: **International Brotherhood of Electrical Workers (IBEW), AFL-CIO**

Local: **481**

SIC: **1731**

NAICS: **23821**

Sector: **P**

Number of Workers: **1400**

Effective Date: **06/01/03**

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K 8974
1,400 workers

21 pp.

Effective Dates
6/1/03 through 5/31/06

INSIDE AGREEMENT

INDIANAPOLIS DIVISION, CENTRAL INDIANA CHAPTER, NECA
&
LOCAL UNION NO. 481, IBEW

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INSIDE AGREEMENT

**INDIANAPOLIS DIVISION, CENTRAL INDIANA CHAPTER, NECA
&
LOCAL UNION NO. 481, IBEW**

Agreement by and between the Indianapolis Division, Central Indiana Chapter, National Electrical Contractors Association and Local Union No. 481, International Brotherhood of Electrical Workers.

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 "Association" or "Chapter" shall mean the Indianapolis Division, Central Indiana Chapter, NECA and the term "Union" shall mean Local Union No. 481, IBEW.

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

BASIC PRINCIPLES

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

ARTICLE I

EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

Section 1.01: This Agreement shall take effect June 1, 2003, and shall remain in effect through May 31, 2006, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 unless changed or terminated in the way later provided herein.

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

(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 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 by either party 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.

Section 1.05: There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

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

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

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

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

ARTICLE II

DEFINITION - RECOGNITION

Section 2.01: The term "Employer" as used herein shall mean a person, firm or corporation having certain qualifications, knowledge, experience and financial responsibility required by everyone desiring to be an employer in the Electrical Construction Industry, whose principal business is electrical contracting, recognizes the terms and provisions of this Agreement and agrees to fulfill the following requirements:

- (a) Maintain a permanent place of business with a business telephone.
- (b) Maintain an adequate financial status to meet payroll requirements.
- (c) Maintain coverage for all employees under Workers' Compensation Insurance with a company authorized to do business in the State of Indiana.
- (d) Make contributions to the Indiana Unemployment Compensation Commission for all employees.
- (e) Maintain coverage for all employees under Social Security and such other protective insurance as may be required under Federal or State Laws.
- (f) Furnish competent and adequate supervision of the work to be performed.

- (g) Maintain all tools, equipment and vehicles owned by the firm and to be used by or for the employees in a manner as to insure the safety of all employees.
- (h) Immediately comply with any decision pertaining to the terms of this Agreement which may result from the proper application of the dispute procedure as set forth under Article I of this Agreement.
- (i) Employ at least one (1) Journeyman Wireman on a full time basis, if employment is available.
- (j) All Employers shall furnish a wage and fringe benefit bond. The wage and fringe benefit bond shall be sufficient to cover the average number of employees employed in the last calendar quarter of the previous year. The maximum bond shall be twenty-five thousand dollars (\$25,000) and the minimum bond shall be five thousand dollars (\$5,000). This is interpreted as follows:

1 through 10 employees	- \$ 5,000
11 through 50 employees	- \$15,000
Over 50 employees	- \$25,000

Satisfactory proof of compliance with the above requirements and qualifications shall be furnished the Union on request. Failure of an Employer to so comply will be deemed valid and sufficient cause to cancel this Agreement with such Employer after the facts have been determined by the International Office of the Union.

Section 2.02: (a) The Employers agree to recognize the Union as the sole and exclusive bargaining representative of all employees coming within the bargaining unit consisting of all employees in the different employee and work classifications set forth in Section 4.03 hereof for the purpose of collective bargaining with respect to wages, rates of pay, hours of work and other conditions of employment.

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

(c) This Agreement shall cover all types and phases of electrical work, other than sound communications, fixture manufacturing, sign, motor shop or outside line work. The work covered by this Agreement shall be performed only by employees within the bargaining unit.

Section 2.03: (a) Local Union No. 481 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 Section 2.03(b) of this Article, 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.

(b) 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.

(c) All charges of violations of Section 2.03(b) of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.04 (a): In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity including a joint-venture, wherein the Employer, through its officers, directors, partners, or stockholders, exercises either directly or indirectly, management control or majority ownership, the terms and

conditions of this Agreement shall be applicable to all such work. All charges or violations of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

(b) As a remedy for violations of this Section, the Labor-Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry, and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

(c) If, as a result of violations of this Section, it is necessary for the union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with Subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF PARTIES

Section 3.01: (a) No employee in the bargaining unit covered by the terms of this Agreement, while he remains subject to employment by Employers operating thereunder, shall himself become a contractor for the performance of any electrical work.

(b) No Employer shall perform any manual electrical work; however, nothing shall prevent him from making temporary repairs, if an emergency exists.

Section 3.02: 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 3.03: Employees covered by this Agreement shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code rules and contract specifications.

A journeyman shall, on his own time and during regular working hours, on demand of the Employer, be required to make corrections on improper workmanship for which he is responsible, unless such workmanship was performed on orders of his supervisor. The Employer shall notify the Union of employees who fail to correct improper workmanship.

Section 3.04: Representatives of the Union shall be allowed access to any shop or job at any reasonable time where employees are employed under the terms of this Agreement, provided prior notice is given to the Employer at his or her permanent place of business.

Section 3.05: The Business Manager shall have the right to appoint a steward at any shop and all jobs where employees are employed under the terms of this Agreement. The first nonforeman journeyman wireman employed on the job site shall become acting Steward until or unless the Business Manager makes an official appointment, however, the notice of such appointment shall be in writing direct to the Employer. Such stewards shall be allowed sufficient time by the Employer to discharge their duties as steward in seeing to it that the terms and conditions contained in the Agreement are being observed by all parties; however, this shall not be construed as requiring the Employer to place a non-working steward on any job. Under no circumstances shall a steward be discriminated against by any Employer because of the faithful performance of his duties as such.

The Employer or his representative shall sign each termination slip. The steward shall be present, if available, at the presentation of the termination of the employee. A steward shall not be terminated so long as one other journeyman is employed on the project for which he is appointed, excluding Foreman or Journeyman in charge.

Termination notices issued by Employers shall be duplicated and immediately forwarded to the Local Union office for record keeping purposes.

Before being allowed to sign the Out of Work List the applicant shall present the termination slip, as furnished by the Local Union, from their last Employer.

Provided, further, Stewards shall in no case cause a stoppage of work. In any case of trouble in the shop or on the job which they cannot adjust with the Employer or his designated representative, they must refer such matters to the Business Manager of the Union.

Section 3.06: This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so. However, no removal shall take place until notice is first given to the Employer affected.

When such removal occurs, the Union or its representatives shall direct the members on such job to carefully put away all tools, material, equipment, or any other property of the Employer, in a safe manner or return them to the shop of the Employer if so directed by him.

Section 3.07: It is hereby understood and agreed that it is the policy of the members of the Union to promote, by all legal means, the use of material 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.

Section 3.08: The Employer shall furnish suitable lock boxes for tools and materials, and shall furnish all necessary equipment to move, handle and set all electrical apparatus, machinery or materials on work being performed coming under the terms of this Agreement.

Section 3.09: The Employer, at his option, shall either pay for or replace any tools belonging to the employee which are lost as a result of burglary. The Employer's responsibility shall be limited to losses from locked storage facilities provided at the jobsite to which the employee is assigned or at the shop or warehouse of the Employer, not to exceed five hundred dollars (\$500) per employee. Satisfactory proof of loss must be provided by the Employee claiming relief under this Section.

Section 3.10: Electrical materials on the job site shall be handled by the electricians so long as it is not in conflict with any International Agreement of the IBEW.

Section 3.11: An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four (4) bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two (2) bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement for the handling of grievances with the exception that any decision of a local Labor-Management Committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice-President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 3.12: 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 3.13: All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 3.14: Successful bidders of building and construction projects in excess of \$2,000 shall complete the necessary wage survey forms furnished by the Local Union and return to the Local Union within ten (10) working days of being awarded building and construction projects.

Section 3.15: All grievances or questions in dispute must be filed within thirty (30) days from the date of occurrence or such shall be considered null and void.

Section 3.16: It shall be the policy of the parties to this Agreement that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. This policy shall also apply to qualified disabled veterans and veterans of the Vietnam era.

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

Section 3.17: The dangers and costs which 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 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.

Section 3.18: In an effort to improve the public's perception of the Electrical Contracting Industry and enhance employment opportunities for contractors and their employees, the parties hereby advocate the following standards of professional behavior and attire:

Abusive, profane, or threatening language is unprofessional and inappropriate. Also, any acts of harassment or discrimination regarding sex, race, religion, age, disability, or national origin are not to be tolerated.

Clothing worn on the job shall not be objectionable to the customer and should be appropriate to the work being performed and the conditions encountered. Articles of jewelry, personal accessories, or materials with conductive thread should not be worn when those items could pose a physical threat. Torn, ragged, or dirty clothing portrays a negative image of our industry and should be avoided. Any clothing with lewd, obscene, or otherwise suggestive wording or pictures is totally inappropriate.

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

ARTICLE IV

HOURS - WAGE PAYMENTS - WORKING CONDITIONS

Section 4.01: (a) The standard workday is any eight (8) hours between 7:00 a.m. and 4:30 p.m. with one half (1/2) hour for lunch between the hours of 11:00 a.m. and 1:00 p.m.

(b) This workday may be varied by no more than one (1) hour prior to the standard workday, but no earlier than 6:00 a.m., Monday through Friday, by mutual agreement between the Business Manager and the Employer. When working shifts, as set forth in Section 4.01(e) hereof, an Employer may vary the starting time of any or all shifts by a maximum of two (2) hours.

(c) All time worked after the standard workday, Monday through Friday inclusive, shall be paid for at one and one half (1-1/2) times the straight time rate of pay. Time worked on Saturday for the first ten (10) hours shall be paid for at one and one half (1-1/2) times the straight time rate of pay. All other overtime worked after ten (10) hours on Saturday, Sunday, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day following Thanksgiving Day and Christmas Day, or days celebrated as such, shall be compensated for at the rate of double time. Whenever a holiday falls on a Sunday, such holiday will be celebrated on the following Monday and any work performed on either day (Sunday or Monday), will be compensated for at the rate of double time. Whenever a holiday falls on a Saturday, such holiday will be celebrated on the preceding Friday and any work performed on either day (Friday or Saturday) will be compensated for at the rate of double time.

(d) The Employer, with the consent of the Business Manager, may institute a standard work week consisting of four (4) consecutive ten (10) hour days, Monday through Thursday. In the event a holiday, as set forth in Section 4.01(c), or a day celebrated as such, falls Monday through Thursday, then the Employer may opt to substitute Friday at the straight time rate of pay (except for the Friday following Thanksgiving). No employee shall be disciplined for being unable or unwilling to work on a substituted Friday.

(e) 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 (1-1/2) times the "shift" hourly rate.

There will be no pyramiding of overtime rates and double the straight time 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 4.02: No work shall be performed on Labor Day, except in case of emergency to protect life and/or property.

Section 4.03: (a) Classifications of employees in the bargaining unit covered by this Agreement and schedule of minimum wage rates applicable thereto, shall be as follows:

	<u>6/1/03</u>	<u>6/1/04</u>	<u>6/1/05</u>
Journeyman Wireman	\$28.10	\$28.65	+\$1.05 Total Package Increase*
Foreman - 12% above Journeyman rate	\$31.45	\$32.10	
General Foreman - 18% above Journeyman rate	\$33.15	\$33.80	
Apprentices -			
1st period 37.5%	\$10.55	\$10.75	
2nd period 42.5%	\$11.95	\$12.20	
3rd period 53.3%	\$15.00	\$15.25	
4th period 62.8%	\$17.65	\$18.00	
5th period 72.4%	\$20.35	\$20.75	
6th period 82.1%	\$23.05	\$23.50	

All percentage amounts are rounded to the closest multiple of five cents (\$.05).

*Total Package Increase - includes increases to the Journeyman Wireman wage rate, health & welfare, pensions, JATC, Quality Connection and all associated roll-ups.

(b) Employees who are working and are injured on the job, shall be allowed to visit the doctor and/or hospital of their choice if such permission does not conflict with insurance carrier's contract with the Employer.

Section 4.04: Workmen must be at work on time; that is, at the job ready to commence actual operations at the specified time. If required to report to the office or shop, he shall report in sufficient time to begin work at the regular starting time.

Section 4.05: Employees instructed to report for work and being unable to proceed with the same through fault of the Employer shall receive a minimum of two (2) hours time for reporting. If the employee is terminated because of reduction of forces, he shall be paid all wages due him immediately at the job site or be given sufficient time to pick up his check at the contractor's shop.

An employee terminated for cause shall be paid all wages due him immediately at the jobsite, or the shop. In the event such employee is not available at the time of such termination, he shall be paid by check mailed to his last known address. In any event, no waiting time will be paid to the employee because of his absence on the day of termination, provided that the employee had not notified the Employer before starting time of his or her absence on that particular day.

In the event an employee is terminated for cause outside the hours of 7:00 a.m. to 4:30 p.m, Monday through Friday, the Employer shall not be required to make final wage payment at the time of termination. Instead, the former employee shall contact the Employer's shop at the beginning of the next business day and request that the final check be either mailed or held for pick-up at the shop.

Wages due an employee who is terminated on Tuesday (or Wednesday, if a holiday falls on Monday or Tuesday) does not have to include wages for the prior payroll week, provided the Employer has made payment in accordance with Section 4.06. An employee terminated on Monday shall be paid all wages due, including wages for the prior payroll week.

Section 4.06: The payroll week shall end Sunday night. The Employer shall have the following payment options: (1) Mailing Checks. The Employer may pay employees by mailing their checks to the addresses they have furnished to the Employer for this purpose. Checks shall be mailed by Tuesday following the end of the payroll period, or Wednesday if a holiday falls on Monday or Tuesday. (2) Direct Electronic Deposit. The Employer, with the consent of the employee, may deposit wages directly to the bank or credit union of the employee's choice. Employers shall initiate the transfer of funds by the conclusion of the business day on Tuesday, or Wednesday if a holiday falls on Monday or Tuesday. This method of payment, once adopted, may not be changed except upon a fourteen (14) day

written notification between the Employer and employee with a copy to the Local Union. (3) Cash or Check at Job Site or Shop. The Employer may pay employees in cash or by check at the job site or at the Employer's shop if mutually agreed upon by the employee and Employer. Such payment shall be made by Thursday following the end of the payroll period, or Friday if a holiday falls on Thursday. Employees working four (4) consecutive ten (10) hour days, Monday through Thursday, shall be paid by Wednesday if a holiday falls on Thursday. Payment shall be made no later than quitting time.

In the event employees are not paid their wages in accordance with the above provisions, waiting time shall be assessed at the employee's straight time rate of pay, not to exceed eight (8) hours in any one twenty-four (24) hour period. If the Employer issues checks that are not paid by a bank upon endorsement by the employees, thereafter, the employees are to be paid by the Employer in cash. An Employer utilizing option (1) or (2) above shall be granted a one (1) day grace period (in which there would be no waiting pay liability) on one (1) occasion during any consecutive twelve (12) month period.

Section 4.07: On all jobs requiring five (5) or more journeymen, at least every fifth journeyman, if available, shall be fifty (50) years of age or older.

Section 4.08: As a safety measure to life, on all live work of four hundred and forty (440) volts or over, or where work is done on ladders or staging over public thoroughfares, in elevator hatchways, in manholes or transformer vaults, not less than two (2) men, working together, will be employed. Electrical contractors shall furnish testing equipment (but no hi-pot type) for testing voltage over six hundred (600) volts and protective equipment, such as rubber gloves, protectors and rubber blankets. Men working on high voltage installations shall be responsible for checking circuits.

Section 4.09: (a) The Foreman shall be selected by and be an agent of the Employer.

(b) The Employer will be allowed to request Foremen by name from the "Out of Work List." However, the employee requested must have been on the "Out of Work List" for a period of ten (10) working days prior to such request. Furthermore, the employee requested must remain in that capacity until Group I is clear, one thousand (1,000) hours of employment, or termination.

(c) If the employee is still employed as a Foreman at the time Group I is clear or after one thousand (1,000) hours of employment, the Employer may exercise his discretion as to whether he desires to retain the employee as a Foreman or a Journeyman.

Section 4.10: One journeyman employee shall be designated as Foreman by the Employer where there are more than three (3) journeymen placed on any one job. That foreman may have charge of all up to and including nine (9) journeymen. When the eleventh (11th) Journeyman is placed on a job, a second foreman shall be named and at that time, the wage scale of the Foreman in charge shall be advanced thirty cents (\$.30) per hour. Thereafter, a foreman shall be named for each additional ten (10) journeymen. The above means the fourth (4th), eleventh (11th), twenty-first (21st), thirty-first (31st), forty-first (41st), etc.

General Foreman shall be designated by the Employer any time there are more than three (3) foremen on any one job; however, general foreman shall not be counted in the ratio of foremen.

Any journeyman employee having charge of more than one job shall receive Foreman's scale when he has three (3) or more journeymen under his supervision.

On jobs having a regular foreman, employees must not take direction or orders, or accept layout of any job from anyone except the Foreman. A foreman may receive instruction from the Employer or his authorized agent. A representative of the Employer shall be notified in case any violations are unable to be resolved between the Foreman and Steward.

Section 4.11: The Employer and the Union representative shall mutually determine the overtime assignments. Foreman's scale shall apply in accordance with Section 4.03, except on standby or maintenance work. Foreman's scale shall be paid any foreman working overtime on the job he is employed on as a foreman.

Section 4.12: (a) It is recognized that the proper execution of the referral procedure is time consuming. An applicant will be allowed the time, at the straight time rate, required for reporting to the Employer's job or shop, not to exceed one hour in Marion County and two hours throughout the remainder of the Union's jurisdiction, but only if the applicant is hired. Workmen traveling from the Employer's shop within an area covered by this Agreement shall be allowed actual traveling time to and from the job, that is, the first and last trip of the job, providing the traveling time is done by workmen during the regular eight (8) hour day.

(b) Hauling tools and material shall be allowed in the amount you could carry on a bus, for service calls only, plus reimbursement at the Internal Revenue Service allowable rate per mile for the use of a personal vehicle, plus parking expenses. However, nothing in this Section shall be interpreted as to require an employee to provide transportation for the hauling of any Employer-owned tools or materials to or from a job site.

Section 4.13: The Employer shall furnish such tools as are necessary and any others which he cares to furnish in the interest of better and more efficient work. The Journeyman shall furnish the following tools:

Current Edition Code Book	Spirit Level
Pipe Wrenches, not to exceed 14"	Pocket Knife
Adjustable Wrenches, not to exceed 12"	Hack Saw Frame
Socket Wrenches, not to exceed 1-1/2"	Keyhole Saw
Allen Wrenches, up to 3/8"	Cutting Pliers No. 8
Hammer, not to exceed 1-1/2 lbs.	Cold Chisel
Plumb Bob and Chalk Line	Flashlight
Tap Wrench, not to exceed 1/2"	1 Center Punch
Voltage Tester, 600 Volts	1 Square
6 ft. Rule (not metal)	2 Large Screwdrivers
2 Channel Lock Pliers	1 Small Screwdriver
1 Needle Nosed Pliers	1 Phillips Screwdriver
Wire Strippers (up to #10 wire)	

Optional Tools:

Knock-out Punch-1/2" to 1 1/4"	Box-end Wrenches, up to 1-1/8"
Multi-meter	Metal Measuring Tape

The Apprentice shall furnish the following tools:

Current Edition Code Book	Hack Saw Frame
Hammer, not to exceed 1-1/2 lbs.	Knife
2 Large Screwdrivers	Cutting Pliers No. 8
1 Small Screwdriver	6 ft. Rule (not metal)
2 Channel Lock Pliers	Voltage Tester, 600 Volts

All apprentices above the fifth (5th) period shall furnish tools as set out for the journeyman.

The employee shall not furnish any power tools, dies, pipe vice, pipe bender, ohmmeter, ampmeter, or any wrenches to exceed the above mentioned sizes.

Section 4.14: All protective clothing and equipment shall be thoroughly cleaned or disinfected or sterilized before being transferred for use from one employee or person to another. All hard hats shall have new head bands when being issued to workmen.

Section 4.15: There shall be no restriction on the use of machinery or tools by the Union except they shall not be required to use powder actuated tools.

Section 4.16: No employee will be subject to disciplinary action for refusal of work that the employee considers hazardous.

Section 4.17: Vacation periods shall be worked out as nearly as possible to the satisfaction of the Employer and employee.

ARTICLE V

APPRENTICESHIP AND TRAINING

Section 5.01: There shall be a Joint Apprenticeship and Training Committee (JATC) consisting of a total of six (6) members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of three (3) members 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 training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.).

Section 5.02: All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

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

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

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

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

Section 5.06: To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in

providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07: All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at sometime 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 (1) apprentice to three (3) Journeyman Wireman 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 qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer--- agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage-and-hour (prevailing wage) job sites.

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

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

Section 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 Wireman or fraction thereof as illustrated below.

<u>Number of Journeymen</u>	<u>Maximum Number of Apprentices/Unindentured</u>
1 to 3	2
4 to 6	4
7 to 9	6
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 apprentices.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

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

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

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

Section 5.16: All Employers subject to the terms of this agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is one and thirty-five one hundredths percent (1.35%) of the gross monthly labor payroll. Effective January 1, 2005, the contribution rate shall be one and one-half percent (1.5%). 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

EMPLOYER CONTRIBUTIONS - DEDUCTIONS

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 that the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

Section 6.02: The Employer shall pay into the "Electrical Workers Benefit Trust Fund" four dollars (\$4.00) per hour for each hour worked by each employee covered by this Agreement. Effective January 1, 2004, this contribution shall be increased to four dollars and fifty cents (\$4.50) per hour worked. Effective January 1, 2005, this contribution shall be increased to five dollars (\$5.00) per hour worked. Effective January 1, 2006, this contribution shall be increased to five dollars and fifty cents (\$5.50) per hour worked.

Whenever the Trustees request an increase in the contribution rate, the parties agree to increase same by an equal reduction of the wage rate if said increase occurs during the term of this Agreement.

Section 6.03: The Employer shall pay into the "Electrical Workers Pension Trust Fund" an amount equal to nine percent (9%) of the gross monthly labor payroll for all journeymen covered by this Agreement. Effective June 1, 2004, this contribution shall be increased to ten percent (10%).

The Employer shall pay into the "Electrical Workers Pension Trust Fund" the following amounts, per hour worked, for apprentices above the 2nd period covered by this Agreement:

3rd period	\$.50	5th period	\$1.00
4th period	\$.75	6th period	\$1.25

Section 6.04: The Employer shall pay into the "IBEW Local Union No. 481 Money Purchase Pension Plan and Trust" an amount equal to eight percent (8%) of the gross monthly labor payroll for all journeymen covered by this Agreement.

The Employer shall pay into the "IBEW Local Union No. 481 Money Purchase Pension Plan" the following amounts, per hour worked, for apprentices above the 2nd period covered by this Agreement:

3rd period	\$.50	5th period	\$1.00
4th period	\$.75	6th period	\$1.25

Section 6.05: 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.

Section 6.06: The Employer shall deduct five percent (5%) from the weekly earnings of each employee. All deductions made under this Section shall be payable to the "IBEW Local Union No. 481 Vacation Fund" and shall be drawn for the total amount withheld during the preceding month. The Union shall establish a Vacation Plan Committee which will have the responsibility for collecting and investing the monies.

Section 6.07: The Employer agrees to deduct from the employee's weekly earnings an amount specified by the employee and forward the same to the "I-K IBEW Federal Credit Union" monthly. Payments shall be drawn for the total amount withheld during the preceding month.

Section 6.08: (a) Upon receipt of written authorization from an employee, the Employer shall make the following deductions from the wages due such employee, and remit the amounts deducted to the Union for disbursement as follows:

(b) Five cents (\$.05) per hour, to the I.B.E.W. Committee on Political Education of the AFL-CIO, or other political action committee as determined by the Local Union.

(c) The Employer shall deduct from each IBEW member and forward to the Central Indiana Building Trades Council office monthly an amount to be determined by the approved Local Union By-Laws and effective upon thirty (30) days notice from the Local Union to cover additional per capita tax. A voluntary authorization will be furnished to the Employer.

Section 6.09: 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 By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 6.10: (a) The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 USC § 175(a) and Section 302(c) (9) of the Labor Management Relations Act, 29 USC § 186(c)(9). The purposes of this Fund include the following:

- (1) to improve communication between representatives of Labor and Management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local Labor-Management Cooperation Committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) to enhance the involvement of workers in making decisions that affect their working lives; and
- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

(c) Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Central Indiana Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

Section 6.11: (a) The parties agree to participate in "The Quality Connection of Central Indiana, Inc.," 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 Taft-Hartley Act, 29 U.S.C. 186(c) (9). The permissible purposes of this Committee shall be the same as those outlined in Section 6.10 for the NECA-IBEW National Labor-Management Cooperation Fund.

(b) The Committee shall function in accordance with, and as provided in, the governing documents of the Committee and subsequent amendments thereto.

(c) The Employers party to this collective bargaining agreement shall contribute the amount of eighteen cents (\$.18) per hour worked under this Agreement on a monthly basis to "The Quality Connection of Central Indiana, Inc." The eighteen cents (\$.18) per hour contribution represents seventeen cents (\$.17) for The Quality Connection of Central Indiana and one cent (\$.01) for the NECA-IBEW National Labor-Management Cooperation Fund. Effective June 1, 2004, the contribution rate shall increase to twenty cents (\$.20) per hour worked. The monies of the Committee shall be at all times segregated from other Union or Employer assets, and shall not be used or controlled by the Unions or Employers party to this Agreement, but shall be administered solely by the Committee and its duly authorized representatives for the purposes permitted. Employers contributing to The Quality Connection of Central Indiana will be relieved of any obligation to the NECA-IBEW National Labor-Management Cooperation Fund.

(d) The Employer shall implement good management practices and cost effective modifications of its operations and the union shall take the steps necessary to foster such changes in accordance with the general goals and concepts developed by the Committee to increase competition in the industry.

(e) The Committee shall have the authority to consider complaints filed under this Section by construction users and/or signatory unions or employers and make findings in compliance with this Agreement.

Section 6.12: The Employer shall contribute ten cents (\$.10) per hour for each hour worked under this Agreement to the "Administrative Maintenance Fund of Central Indiana." All such contributions shall be forwarded monthly, on or before the fifteenth (15th) day of the month following the month in which the work was performed.

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

The failure of any participating Employer to contribute the proper amount to the Administrative Maintenance Fund as required shall be considered a breach of this Agreement. Contributions to the Fund shall be subject to the same delinquency requirements as set forth in Section 6.10(d) of this Agreement. The Fund shall have the sole responsibility for the enforcement of this provision.

Section 6:13: All Employers subject to the terms of this agreement shall contribute the amount of fourteen cents (\$.14) per hour worked for all employees covered by this agreement to the "IEJATC Building Fund." This contribution shall be forwarded monthly, on or before the fifteenth (15th) day of the month following the month in which the work was performed.

ARTICLE VII

REMITTANCES BY EMPLOYERS

Section 7.01: Monthly payments required by this Agreement shall be forwarded to the respective Fund offices. Such payments shall be made by check, draft, or money order.

The payments must be accompanied by a completed form showing the name and social security number of each employee, the number of hours worked per the reporting period by each employee, the gross monthly payroll of each employee and the total amount of remittance due each Fund covered by the checks.

The payments must be received in each of the respective offices no later than the fifteenth (15th) day of the month following the month for which payment is made. However, if the fifteenth (15th) of the month falls on Saturday, Sunday or a holiday, the payment will not be considered delinquent if received on the next regular work day following the fifteenth (15th) day of the month or if postmarked on or before the fifteenth (15th) of the month.

Section 7.02: (a) In the event an Employer fails to withhold said sums or fails to pay such as above outlined, then the Union shall have the option, upon seventy-two (72) hours written notice to such delinquent Employer, and with a copy of same to NECA, to direct its members to cease work for the Employer. The parties to this Agreement agree that such action will not be in violation of Article I, Section 1.04.

(b) The Employer and the Union understand that the prompt payment of said Funds is essential to the performance of this Agreement. It would be extremely difficult to evaluate the actual expenses and damage to the Funds and the Union and the employees caused by the delinquent payments. The parties agree that a reasonable estimate of the damages caused by a delinquency will be five percent (5%) of the amount owed by each delinquent Employer as liquidated damages. However, if payment is delinquent two (2) consecutive months, ten percent (10%) will be charged. This amount shall be paid directly to the Trustees of the appropriate funds apportioned in the amount of the delinquency owed to each fund.

(c) The Trustees, Administrators, Officers or Directors respectfully of the Union and the several Funds may, for the purpose of collecting any payments required to be made including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

Section 7.03: The Association and the Union and all Employers covered by this Agreement agree to be bound by all the terms of the Trust Agreements creating the Funds referred to in Articles V and VI above, and any other jointly administered Fringe Benefit Funds established pursuant to Section 302 of the Labor-Management Relations Act of 1947, as amended.

ARTICLE VIII

STANDARD INSIDE REFERRAL

Section 8.01: 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 the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 8.02: The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 8.03: The Employer shall have the right to reject any applicant for employment.

Section 8.04: 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, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 8.05: The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN - JOURNEYMAN TECHNICIAN

Group I All applicants for employment who have four (4) or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee; and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

Group II All applicants for employment who have four (4) or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

Group III All applicants for employment who have two (2) or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; and who have been employed for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

Group IV All applicants for employment who have worked at the trade for more than one (1) year.

Section 8.06: 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 8.07: 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 8.08: "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:

Counties in State of Indiana

Bartholomew	Hancock	Madison	Putnam
Boone	Hendricks	Marion	Ripley
Decatur	Jennings	Montgomery	Rush
Hamilton	Johnson	Morgan	Shelby

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

Section 8.09: "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 8.10: "Examinations" -- An "examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Section 8.11: 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.

Section 8.12: 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.

Section 8.13: An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less, shall upon re-registration, be restored to his appropriate place within his Group.

Section 8.14: Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within the Group.

Section 8.15: The only exceptions which shall be allowed in this order of referral are as follows:

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

Section 8.16: An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 8.17: 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 8.04 through 8.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct

of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 8.18: A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 8.19: A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 8.20: Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

Section 8.21: When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

- (a) Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group, then those in Group II, and then those in Group I.
- (b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 8.15(a) is required.
- (c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate Group in paragraph (a) above.

ARTICLE IX

SEPARABILITY CLAUSE

Section 9.01: This Agreement shall constitute the only Agreement between the parties and all prior agreements entered into, either written or verbal, are hereby declared to be null and void.

Section 9.02: Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**SIGNED FOR THE INDIANAPOLIS
DIVISION, CENTRAL INDIANA
CHAPTER, NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION**

**SIGNED FOR LOCAL UNION NO. 481
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

/s/ Larry E. Van Tries
Larry E. Van Tries,
Executive Manager

/s/ Thomas J. O'Donnell
Thomas J. O'Donnell,
Business Manager

NECA Reviewed 00/00/03

IBEW Approved 07/17/03