RESIDENTIAL COLLECTIVE BARGAINING AGREEMENT
IBEW LOCAL UNION 153
SOUTH BEND, INDIANA

EFFECTIVE: AUGUST 1, 2022 THROUGH MAY 28, 2023

Agreement by and between the Eastern Division, Northern Indiana Chapter of the National Electrical Contractors Association (NECA) and Local Union 153, 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 Eastern Division, Northern Indiana Chapter of NECA and the term "Union" shall mean Local Union 153, IBEW.

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

Any references to the male gender and use of masculine pronouns are solely for grammatical purposes and intended to be inclusive of all genders.

TYPE OF WORK COVERED BY THIS AGREEMENT
It is mutually agreed that the provisions of this Agreement shall apply to all projects involving the construction, alteration, or repair of single-family houses, condominiums, or apartment buildings of no more than five (5) stories in height. Any project that is over five (5) stories and utilizes NM/SE Cable for the branch circuits and feeders may use this agreement for such branch circuit and feeder installs. This includes all incidental items such as the site work, parking areas, utilities, streets, and sidewalks. Construction, alteration, or repair of single family residential solar projects may also be allowed under this agreement.

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

ARTICLE I
EFFECTIVE DATE / CHANGES / GRIEVANCES / DISPUTES

EFFECTIVE DATE
Section 1.01 This Agreement shall take effect August 1, 2022 and shall remain in effect until May 28, 2023 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the first Monday of June through the day immediately preceding the first Monday in June of each year, unless changed or terminated in the way later provided herein.

CHANGES TO AGREEMENT
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.

Section 1.02(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

Section 1.02(c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

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

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

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

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

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

GRIEVANCES / DISPUTES

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

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

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

Section 1.0 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.

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

ARTICLE II
EMPLOYER RIGHT / UNION RIGHTS

Section 2.01 Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer, who contracts for Electrical work, is a person, firm or corporation whose principal business is that of electrical contracting having these qualifications: maintaining a permanent place of business, having a suitable financial status to meet payroll requirements, having the company name permanently displayed on all company trucks, and employing not less than one Residential Wireman continuously.

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-OUT BY NAME

Section 2.03 T h e Employer shall have the right to call Foreman by name provided the employee has not quit his previous Employer within the past two weeks. 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. When an employee is called as Foreman, he must remain as a Foreman for 1,000 hours or must receive a reduction in force.

Section 2.04(a) No member, while he remains a member and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

NON-UNION WORK

Section 2.04(b) Employers will notify the Local Union when they become aware of any contractor not represented by the IBEW performing any electrical work on the same project they are working.

WORKERS COMPENSATION / UNEMPLOYMENT INSURANCE

Section 2.05 For all workmen covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business under the applicable State Laws and Regulations, provide Social Security coverage and such other protective insurance as may be required by the laws of the states of Indiana and Michigan Unemployment Compensation Commissions for all workmen covered by this Agreement.

SURETY BOND

Section 2.06 It is understood that an Employer must sign a participation Agreement and post the proper bond amount before any contributions can be processed by the Third-Party Administrators.

Each Employer shall furnish a surety bond to secure payment of wages and fringe benefits set forth in the Collective Bargaining Agreement between the parties. The bond shall provide that it may not be terminated without thirty (30) days prior written notice to the Employer and the Local Union. The amount of the bond shall be based on the number of employees employed by the employer and shall be renewed on July 1 of each calendar year. A copy of the bond shall be sent to the Designated Office.

The Trustees have the authority to accept from the Employer, in lieu of a bond, a Certificate of Deposit in the amount required for the number of Employees currently employed. The Certificate shall be made payable to the Local Union 153 Administrative Fund and will require the signature of the Grantor and the Business Manager of Local Union 153. The same rules apply to the Certificate of Deposit as to the Bond. The Certificate of Deposit will be secured in a safe deposit box of the Bank being used by the Designated Office. The cost of the safe deposit box will be paid by the employer.

The amount of required bonding is reduced by one half if the Employer elects to pay benefits on a bi-weekly basis. If the Employer elects to make bi-weekly payments the Employer will be obligated to make bi-weekly payments for at least six (6) months. When the Employer elects to return to monthly payment, 60 days' notice must be provided to both the NECA and IBEW.

MONTHLY REPORTING SCHEDULE
The amount of the bond shall be in accord with the following schedule:

$ 6,500 for each employee covered under this Agreement

BI-WEEKLY REPORTING SCHEDULE
The amount of the bond shall be in accord with the following schedule:

$ 3,250.00 for each employee covered under this Agreement

The bond will be adjusted during the calendar year when necessary to meet the above scheduled requirement.

UNION RECOGNITION
Section 2.07(a) The employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment.

Section 2.07(b) The Employer understands that the Local Union's jurisdiction -- both trade and territorial -- is not a subject for negotiations, but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

NON-RESIDENT EMPLOYEES (PORTABILITY)
Section 2.08 An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

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

Section 2.10 Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with appropriate building and electrical codes, as per the authority having jurisdiction.

Section 2.11 A Workman shall be required to make corrections on improper workmanship for which he is proven responsible, on his own time during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. The Employer shall notify the Union of workmen who fail to adjust improper workmanship, and the Union will thereupon diligently and in good faith induce such workmen to comply with the requirements of this provision.

Section 2.12 The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

TOOLS LIST
Section 2.13(a) All special tools, power and electric tools shall be furnished by the Employer as well as all conduit benders. All wrenches, cutting tools, hacksaw blades and special tools of all kinds, needed for the preparation on conduit and electrical apparatus not on the following tool list shall be furnished by the Employer. Loss of Taps due to breakage or wear shall be replaced by the Employer.

Workmen will be held responsible for the Employer's tools and equipment being stored in a safe manner provided the Employer furnishes a safe and suitable place for the storage of the men's clothing and tools. The Employee shall furnish the following tools:

1	Tool Box or Bucket	1	Keyhole Saw
1	Tool Pouch	1	Oblique Cutting Pliers
1	Side Cutting Pliers	1	Crescent Wrench
SCREW DRIVERS, ASSORTED SIZES (MAX. 4)		1	6' Zigzag Ruler
1	Flashlight Continuity Tester	Pr.	Channel Lock Pliers
1	Hacksaw Frame to Take 12" Blades	1	9" Torpedo Level **Non Laser**
1	Skinning Knife	1	Set Allen Wrenches Up To And Including 3/8"
1	Wire Stripper	1	Hammer
1	Pocket TIC Tracer	1	GFI Current Tester
1	20' Minimum Retractable Tape Measure	1	Skinning/Razor or Box Cutter-Style Knife
1	Triple Tap Wrench	1	Long nose plier
1	Awl *		

CELL PHONES & PRIVATE CELL PHONE USAGE

Section 2.13(b) Any and all communication devices will be provided for by the Employer for all job site usage, this includes service vans. Personal calls and texting shall be limited to personal time unless pre-arranged with the foreman. The use of personal cell phones being used for company business is prohibited.

WATER & HYGIENE

Section 2.13(c) Employers shall provide chilled drinking water, cups, and hand sanitation devices on all jobsites that do not have these facilities available. This clause would not apply to service trucks.

UNION SECURITY

Section 2.14 All employees covered by the terms of this Agreement shall be required to become and remain members in good standing of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later. (NOTE: This clause is not applicable where prohibited by law).

ANNULMENT/SUB-CONTRACTING

Section 2.15 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 this 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.

SUBLETTING

Section 2.16 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 or violations of Paragraph two (2) of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

DAVIS-BACON

Section 2.17 Contractors shall complete Davis-Bacon wage and fringe determination forms for all work of $2,000.00 or more. The forms, Department of Labor #WD-10 Rev. Dec. 1977, are to be provided by Local Union 153, IBEW and contractors are to complete and return to the Local Union immediately after job completion. When a contractor fails to submit WD-10's in a timely manner to IBEW Local Union 153 the Local Union shall be allowed to conduct a WD-10 audit at the premises of the contractor and at the contractor's expense.

Section 2.18 On termination, all Employers shall submit a termination slip to employee, a copy shall be faxed or mailed to Local Union 153 Office in a timely manner and retain one copy for their records.

Section 2.19 Upon request by the Business Manager of the Union, the Employer shall furnish a wage statement of payroll, hours showing name, rate of pay, amount of wages paid to workmen, and direct deposit status of employees employed under the terms of this agreement.

Section 2.20 The Business Manager may appoint a Steward at any shop or job where workmen are employed under the terms of this Agreement who shall be authorized to take up grievances that may arise from time to time. In the event any matter cannot be satisfactorily settled between the Employer or his representative, and the Steward, such matters shall be referred to the Business Manager of the Union for adjustment. Such Stewards shall be allowed sufficient time during the regular hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or on his job. No Steward shall be discriminated against by the Employer because of the faithful performance of his duties as Steward. In no case shall a Steward be laid off or discharged before the Business Manager of the Local Union has been notified and a mutual agreement by both parties has been reached for the lay-off or discharge.

Section 2.21 The representative of the Union shall not be denied by the Employer access to any building at any reasonable time where workmen are employed.

ARTICLE III
HOURS / WAGES / WORKING CONDITIONS

Section 3.01(a) Eight (8) consecutive hours worked between the hours of 6:00 A.M. and 6:00 P.M., except for a thirty (30) minute lunch period shall constitute a regular workday. The workweek is Monday through Friday and Saturday may be used as a make-up day by mutual consent.

4 x 10s

Section 3.01(b) The Employer, with 24 hours prior notice to the Union, may institute a workweek consisting of four consecutive 10-hour days between the hours of 6:00 a.m. and 6:00 p.m., Monday through Thursday, except for a thirty (30) minute lunch period between the hours of 11:00 AM and 1:00 PM. Friday may be used as a make-up day, and if utilized, a minimum of 8 hours work must be scheduled. After 10 hours in a workday, or 40 hours in a workweek, overtime shall be paid at a rate of one and one-half times the regular rate of pay.

OVERTIME / HOLIDAYS

Section 3.02 Overtime will be paid after 10 hours work in a day and 40 hours work in a week. Sundays and the following holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, and days celebrated as such, shall be paid for at double the regular straight time rate of pay.

One- and one-half times (1-1/2 times) the regular rate of pay shall apply to all hours between 3:30 P.M. and Midnight with a 7:00 A.M. start time and 4:30 P.M. and Midnight with a 8:00 A.M. start time.

If workmen are called out for a service call after their normal scheduled shift it shall be paid at one- and one-half times (1-1/2 times) the regular rate of pay except for Sundays and Holidays per Article 3.02.

An employee may take General Election Day off by giving the Employer one week (7 days) notice. Work performed on General Election Day will be paid at straight time. This Election Day refers to the November general election date on even numbered years.

Section 3.03(a) When workmen are directed to report to the job, such workmen shall be on the job ready to commence work at the regular starting time. All tools and materials shall be stored or put away before quitting time.

DIRECT DEPOSIT

Section 3.03(b) Direct deposit (electronic transfer) may be used by mutual agreement between the Employer and Employee. Employers will not be held responsible for waiting time, if the bank makes an error in processing. Proof of the error will be a letter of admission on bank letterhead. All fees, costs, and penalties incurred by members shall be borne by the employer and/or the bank. When a layoff or discharge occurs and the employee is in the employer's direct deposit program, the following must have occurred: 1.) The employee shall have been informed in writing of the Layoff/Discharge procedure at initial enrollment. 2.) The employee shall acknowledge with a signature. 3.) A check in the amount due the employee for the current week's wages will be presented to the employee. 4.) If the layoff/discharge is prior to the regular Thursday payday, a pay stub showing the amount to be deposited into the employee's account on the normal payday along with all the related deductions that are associated with that pay period shall be presented to the employee at the time of layoff/discharge.

ASSIGNMENT OF FUNDS

Section 3.03(c) It is understood that the settlements made by Labor Management are total package with fringe distributions determined using the following criteria. First priority must be given to the Health & Welfare Fund. The distribution must respond to the needs of the Health & Welfare Fund as determined by the Health & Welfare committee. The next priority is the Pension Fund. As in the case of the Health & Welfare Fund, the Pension Committee will provide the Labor Management Committee with their requirements for the upcoming year. Once these funds have been satisfied, the Local Union representatives may determine further wage & fringe distributions. Wage Distributions for the term of the Agreement will be made at settlement. Final disposition will be reviewed by the Labor Management Committee to ensure that the process is followed. Once the agreement is made, any shift in monies cannot increase the previously agreed to total package amount.

PAYDAY

Section 3.04(a) Wages shall be paid weekly not later than Thursday and during regular working hours that day. In the event employees are not paid their wages at or before such quitting time, waiting time shall be paid at employee's straight time rate of pay which shall be paid until payment is made but waiting time shall not exceed eight (8) hours in any one twenty-four (24) hour period. Any worker laid off or discharged shall be paid his wages immediately. This includes short calls. Should an Employee be laid off during the regular workday- the Employer or his Representative shall notify the Employee and the Steward, if applicable, at least one hour advance thereof. The Employee should use this time immediately prior to leaving said Employer's employment to gather his or her tools and personal belongings. When an employee voluntarily terminates his employment, his wages shall be mailed, postmarked no later than 12:00 Midnight on Thursday of that pay period. In the event wages are not mailed, post-marked no later than 12:00 Midnight on Thursday of that pay period, waiting time shall be paid at employee's straight time rate of pay which shall be paid until payment is made but waiting time shall not exceed eight (8) hours in any one twenty-four (24) hour period. When a holiday falls on Thursday, payday converts to Wednesday. When special holiday circumstances dictate, payday will be determined by mutual agreement between the Business Manager and NECA Executive Director.

Section 3.04(b) When an employee is discharged the Employer shall provide a termination slip to the employee and a copy shall be sent by fax or email to the Union by the end of business that following day. If the employee is an Apprentice, then the termination slip shall be faxed to the SBVJATC the end of business that following day.

Section 3.04(c) Employers shall hand deliver to the jobsite, mail by USPS to their home address or by a secure Website W2 forms to all employees.

Section 3.05 No Employee shall be penalized in any manner for refusing overtime.

CLASSIFICATION / WAGES

Section 3.06 The total package for a Journeyman Residential Wireman shall be as follows:

Total Package Effective:	8/1/2022
Journeyman Residential Wireman:	$42.83
Journeyman Residential Foreman:	$47.11*

*Please be advised Foreman Wage Rate is 10% above Residential Wireman Wage Rate.

Apprentice Residential Wireman – 4 Periods

1sr Period	Refer to Inside Wage Sheet
2nd Period	Refer to Inside Wage Sheet
3rd Period	75% of Residential Wireman Rate
4th Period	85% of Residential Wiremen Rate

The Hybrid Apprenticeship Program was adopted on January 1, 2016.

It is very likely that the Apprentice will satisfy one of the requirements before the other. However, both must be satisfied for each period, in order to be eligible for advancement in the SBVJATC program. Advancement comes at the end of the school semester if both on job training and classroom requirements are met by the Apprentice. School semesters end with posted grades on the 2nd Friday of January and the last Friday of May.

When an Apprentice has satisfied both requirements, as evidenced by the records of the Electrical SBVJATC Office, the Coordinator shall immediately notify the respective employer, in writing, that the Apprentice is to be advanced to the next higher pay scale.

Effective date of advancement shall be the first Monday following written receipt of notification. Normally the Monday after semester ends.

Employers who employ Residential Wiremen may use a Journeyman Inside Wireman classification worker with mutual consent between Employer and Employee at the classification of Residential Wireman at that pay and benefit rate. This may occur for a total of 60 days within a calendar year time period. The Contractor must notify the Union and the Chapter that this will occur and provide the hall with a form with both the Employer and Employee signatures giving proof that this was mutually agreed upon. A copy of the document shall be placed in the Employee's file at the Union Hall. Should said Employee at any time decide to terminate this arrangement and ask for a lay-off the Employer shall provide a clean lay-off. This may only occur on work that is covered by the Residential Agreement.

Only Journeyman Residential Wiremen that have a Michigan Journeyman License on or before June 3, 2019 shall have a $1.50 per hour added to their gross hourly amount regardless of whether the work is performed in Michigan.

TRAVEL TIME

Section 3.07(a) No traveling time shall be paid before or after working hours to employees traveling to or from any job within the territory covered by this Agreement, when workmen are ordered to report on the job.

Section 3.07(b) The Employer shall pay for all travelling time and furnish transportation from shop-to-job, job-to-job, and job-to-shop within the territory encompassed by this Agreement. On all work performed outside the territory covered by this Agreement, the Employer shall furnish transportation, board, and all necessary expenses. If the Employer chooses to pay per diem rates for expenses, the rate shall be uniformly administered to the employees working out of town and shall be mutually agreed to prior to the employees manning the project. Travel time for work outside the territory shall commence at the territory borders. This may be adjusted to satisfy customer needs. Per Diem shall be paid no later than the following pay period. Reimbursement for travel expenses shall be paid by the pay period following the turning in of receipts. When necessary for an employee to furnish his own private transportation, he shall be reimbursed at the rate rounded to the nearest full cent under the maximum amount currently specified by the IRS.

Section 3.07(c) No workman shall use any automobile, motorcycle or other vehicle in a manner considered by the Union to be unfair to other workmen, or against the best interest of the Union. The Union shall not consider it to be unfair to other workmen or against the best interest of the Union for a worker to transport personal protective equipment that is furnished by the Employer in any automobile, motorcycle, or other vehicle.

WORK ON ENERGIZED CIRCUITS
Section 3.08 On all energized circuits or equipment carrying four-hundred forty (440) volts or over, as a safety measure, two (2) or more Residential Wireman must work together.

SHIFT WORK
Section 3.09 When so elected by THE contractor, multiple shifts of eight (8) hours for at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

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

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

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

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

FOREMAN
Section 3.10(a) On all jobs employing four (4) or more workmen, one person with a minimum classification of Residential Wireman shall be designated as a Working Foreman by the Employer. A Working Foreman shall not supervise more than twelve (12) workmen including himself. Workmen assigned to a job shall be considered part of the work force for that pay period. Where required in this Section, there shall be a Working Foreman designated by the Employer, who shall be an employee or employees in the bargaining unit. Such individual or individuals shall not exercise any of the functions customarily exercised by supervisors as defined in the Labor- Management Relations Act, as amended. CLARIFICATION - (When the thirteenth (13th) workman appears on the job, another Working Foreman shall be so designated, etc., etc.).

Section 3.10(b) A foreman must have a minimum classification of Residential Wireman. Workmen are not to take directions or orders, to accept the layout of any job, from anyone but the foreman, if there is a foreman on the job, except in an emergency.

SHOW-UP TIME
Section 3.11 When workers are directed to report to the shop or job and are not put to work, due to conditions beyond the control of the workers, they shall be paid for all time for which they are directed to remain available, but they shall receive no less than two (2) hours pay.

DUES DEDUCTION
Section 3.12 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.

COPE DEDUCTION

Section 3.13 The Employer agrees to deduct and transmit to IBEW/COPE an amount of $.10 from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by IBEW/COPE.

These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

EMERGENCY CALL-INS

Section 3.14(a) An "Emergency Call-In" in excess of four (4) hours prior to the normally scheduled starting time shall be paid at the applicable overtime rate. The last overtime rate worked shall continue until the project for which the employee was called is completed.

Section 3.14(b) If an employee leaves the project and returns within eight (8) hours, the overtime shall continue.

Section 3.14(c) When the project is completed, the employee can choose to continue on another project at the established rate for that project.

PERSONAL PROTECTIVE EQUIPMENT

Section 3.15(a) All Members will be required to provide their own Personal Protective Equipment, if such equipment becomes mandated by a legal entity for work in the Electrical Construction Industry. When these items are required by a Customer's or Employer's safety program, the Employer shall be responsible for providing the Personal Protective Equipment. For the purposes of clarity, Personal Protective Equipment shall be limited to the following items:

Safety-Toed Shoes
Safety Glasses
Electrical Flame Retardant Clothing
Work Gloves

Section 3.15(b) The Employer shall furnish hard hats and liners to the workmen when same are required.

Section 3.15(c) If an Employer requires uniforms to be worn during business hours, the Employer shall be responsible for the cost of purchase and cleaning.

ARTICLE IV
REFERRAL PROCEDURE

Section 4.01 In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of 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 4.02 The Union shall be the sole and exclusive source of referrals of applicants for employment.

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

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

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

RESIDENTIAL WIREMAN

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

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

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

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

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

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

DEFINITIONS

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: St. Joseph, Marshall, Kosciusko and Elkhart Counties, State of Indiana; Berrien and Cass Counties, State of Michigan.

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

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

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

Section 4.11 Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section 4.05, shall be referred to the Residential Training Sub Committee for their consideration as an Apprentice.

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

Section 4.13 An applicant who has registered on the "Out of Work" list must renew his application every thirty (30) days or his name will be removed from the list.

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 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. 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 Group and his place within the Group.

Section 4.14(b) An applicant who is discharged for cause two (2) times within a twelve (12) month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three (3) business days review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion

1. Require the applicant to obtain further training from the SBVJATC before again being eligible for referral
2. Disqualify the applicant for referral for a period of four (4) weeks or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct
3. Refer the applicant to an employee assistance program, if available, for evaluation and recommended action.
4. Restore the applicant to his/her appropriate place on the referral list.

Section 4.15 The only exception which shall be allowed in this order of referral is when the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

Section 4.16 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 of these members.

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.

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.

Section 4.19 A copy of the Referral procedure set forth in this Article shall be posted on the bulletin board in the Office of the Local Union and in the offices of the Employers who are parties to this Agreement.

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

Section 4.22. It shall jointly be the responsibility of the Union and Employer to refer an employee found to lack the necessary skills as a Residential Wireman to the Residential Training Sub-Committee for their consideration as an Apprentice.

REVERSE LAYOFF

Section 4.23 When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

(1) Temporary employees, if any are employed, shall be laid off first. Then employees in Group III shall be laid off next, if any are employed in this group. Next to be laid off are employees in Group II, if any are employed in this group; and then those in Group I.

(2) Paragraph (1) will not apply as long as the special skills requirement as provided for in Section 4.16 is required.

(3) 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 Residential Wireman, they will be slotted in the appropriate group in paragraph (1) above.

Section 4.24 The intent of Reverse Layoff is layoff by job and not by shop.

ARTICLE V
STANDARD RESIDENTIAL APPRENTICESHIP & TRAINING LANGUAGE

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

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

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

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

The subcommittee, where one is established by the SBVJATC, shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The SBVJATC, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be maintained by the SBVJATC and its subcommittees, where a subcommittee is properly established.

Section 5.03 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the SBVJATC for its review, evaluation and resolve. The SBVJATC or its subcommittee, where one exists, shall enforce standards and policies established and approved by the SBVJATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the SBVJATC for review and resolution. Any decision or ruling of the SBVJATC shall be final and binding on the subcommittee. If the SBVJATC cannot resolve an appeal, the matter shall be properly referred to the Residential Labor-Management Committee for resolution.

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

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

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

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

APPRENTICE RATIO

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

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

Section 5.10 The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Residential Apprenticeship and Training Standards. As a condition for completion of apprenticeship, the apprentice may also be required to obtain a license and/or other certification(s) required to work as a Residential Wireman.

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

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

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

Section 5.14 All Employers, subject to the terms of this Agreement, shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: $.38 per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment of the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

Section 5.15 Hybrid Enabling Language. The Local EJATC has full autonomy to adopt a Hybrid Apprentice Program. Any/all changes will only be applicable to those coming into the new Hybrid class.

ARTICLE VI
FRINGE BENEFITS

NATIONAL ELECTRICAL BENEFIT FUND (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 his labor agreement.

HEALTH & WELFARE FUND

Section 6.02(a) The Employer shall contribute the amount as determined by the Labor Management Committee for each hour worked by the employees. 1st period Apprentices shall receive no Supplemental Benefit Account contributions.

A portion of the Health and Welfare contribution as determined by the Union shall go to a Supplemental Benefit Account.

Said contributions shall be distributed by said designated trust and or Trustees to the trustees of a general Fund known as the Michiana Area Electrical Workers Health and Welfare Fund.

$.05 per hour of the Employers Health and Welfare contribution shall be used for a Substance Abuse program. Additional cost for the Substance Abuse Plans as determined by the Substance Abuse Committee shall be borne by the Employers.

Said contributions shall be distributed by said designated Trust and/or Trustees to the Trustees of a General Fund known as the Michiana Area Electrical Workers Health & Welfare Fund.

The said Welfare Fund shall be administered as provided in Section 3.02 of the Taft-Hartley Act as amended.
Said contributions shall be paid into the Fund monthly, not later than the 15th day following the close of any month. Individual Employers, who fail to remit as provided herein, shall be subject to Articles of collection, including "liquidated damages", as provided in the current Michiana Area Electrical Workers Health & Welfare Fund Trust Agreement.

Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show proof that the required payments have been paid.

The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month.

PLAN "4" FUND
Section 6.02(b) The Employer shall contribute the amount as determined by the Labor Management Committee for each hour worked all employees.

Plan "4" was effective on June 1, 2017, said contributions shall be distributed by said designated trust and or Trustees to the trustees of a General Fund known as the Michiana Area Electrical Workers Plan "4" Fund.

The purpose of Plan "4" is to help participants in the Michiana Area Electrical Workers Health and Welfare Fund pay for their health coverage after they retire. All benefits are paid directly to the Health and Welfare Fund.

Individual Employers, who fail to remit as provided herein, shall be subject to Articles of collection, including "liquidated damages", as provided in the current Michiana Area Electrical Workers Plan "4" Fund Trust Agreement.
Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show proof that the required payments have been paid.

The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month.

PENSION FUND
Section 6.03 It is also agreed that the Employers will contribute for the employees to a designated Trust and/or Trustees. The word, "employees" shall mean at least all employees of said Employers who are represented by the above Local Union. The Employer shall pay the amount as determined by the Labor Management Committee for each hour worked by all Residential Wiremen and above covered by this agreement. Apprentices in the 4th period will be paid at 75% of the Residential Wireman contribution rate.

Foreman shall receive contributions equal to 10% above the Journeyman contribution rate.

Said Trust shall be an irrevocable Trust for the purpose of paying pensions or retirement or death of said employees for the benefit of said employees, their families and dependents, and shall be administered as provided in Section 3.02 of the Labor-Management Act, as amended.

Individual Employers, who fail to remit said contribution as provided herein, shall be subject to Articles of collection, including "liquidating damages" as provided in the current Michiana Area Workers Pension Trust Fund Agreement.

Individual Employers who fail to remit as provided above shall be additionally subject to having this 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 requirement payments have been paid.

The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month.

MONEY PURCHASE PLAN
Section 6.04 The Employer shall pay the amount as determined by the Labor Management Committee for each hour worked by all Residential Wiremen and above covered by this agreement. Apprentices in the 4th period will be paid at 75% of the Residential Wireman contribution rate.

Foreman shall receive contributions equal to 10% above the Journeyman contribution rate.

Said Trust shall be for the purpose of paying pensions on retirement or death of said employees for the benefit of said employees, their families and dependents, and shall be administered as provided in Section 3.02 of the Labor-Management Act, as amended.

Individual Employers who fail to remit said contribution as provided herein, shall be subject to Articles of collection, including "liquidating damages", as provided in the current Michiana Area Workers Money Purchase Plan Trust Agreement.

Individual Employers who fail to remit as provided above shall be additionally subject to having this 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 requirement payments have been paid.

The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month.

SUBSTANCE ABUSE

Section 6.05(a) The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and the Chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and the Chapter. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

Section 6.05(b) $.05 per hour of the Employers Health and Welfare contribution shall be used for the Substance Abuse program. Additional cost for the Substance Abuse Plans as determined by the Substance Abuse Committee shall be borne by the Employers.

SUB-PLAN

Section 6.06 When implemented, said Plan shall be for the purpose of providing financial benefits for the employees as called for under the terms of the plan.

ADMINISTRATIVE MAINTENANCE FUND

Section 6.07 Effective **August 1, 2022,** all employers signatory to this labor agreement with the Northern Indiana Chapter, NECA designated as their collective bargaining agent shall contribute $.18 per hour for each hour worked by each employee covered by this labor agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the collective bargaining agreement, grievance handling and all other management duties and responsibilities in this agreement, the fund will be administered solely by the employers. The enforcement for delinquent payments to the fund is the sole responsibility of the Fund and not the Local Union. The Fund shall not be used in any manner detrimental to the Local Union or the IBEW.

72-HOUR NOTICE

Section 6.08 In the event an individual Employer issues a check for payroll, fringe benefits and/or deductions required or permitted by this Agreement for which there are no funds available to cover, or in the event that payments for wages, fringe benefits and/or deductions required or permitted by this Agreement are not made or if any of the reporting forms for the fringe benefits or deductions identified in the Agreement are not made on their required due dates, the Union shall have the right upon seventy-two (72) hours written notice to the individual Employer to remove from the delinquent individual Employer's jobs all bargaining unit employees. The Union may also demand that any such Employer pay its employees for all wages lost due to the withdrawal of their services pursuant to this section. If the Local Union makes such a demand the individual Employer shall be responsible for those lost wages, fringe benefits and deductions. The Union also reserves the right, but is not required, to terminate the Agreement with the delinquent individual Employer after said notice is delivered. The events identified in this Section are excluded from the coverage of Article I, Section 1.04.

All contributions covered by this Agreement shall be paid into the Fund monthly, not later than the 15th day following the close of any month.

AGREEMENT ENFORCEMENT

Section 6.09 If a monthly payroll report and payment does not arrive at the office of the Trustees' designated agent before the close of business on the 15th of the month following the month the work was performed, it will be declared delinquent and will require a separate check for ten (10%) percent liquidated damages plus twenty-five ($25.00) dollars processing fee as late charges.

If the 15th falls on a Saturday, Sunday or Holiday, the payment and report will be due by the close of business on the preceding business day.

If an Employer elects to pay Fringe Benefits on the bi-weekly basis the fringe benefits paid in the first pay period will be released to the applicable funds prior to the end of each calendar month.

If a bi-weekly payroll report and payment does not arrive at the office of the Trustees' designated agent before the close of business on the Thursday following the end of the pay period, it will be declared delinquent and will require a separate check for ten (10%) percent liquidated damages plus twenty-five ($25.00) dollars processing fee as late charges.

Current business hours are 7:00 a.m. to 4:00 p.m. central time, Monday thru Friday. Mail slot drop-offs after 4:00 p.m. are processed on the next business day.

If a delinquent payment is not received by the office of the Trustees' designated agent before the close of business on the 27th of the same month, twenty (20%) percent liquidated damages plus twenty-five ($25.00) dollars processing fee as late charges, will be charged and the account will be turned over to the attorney for collection. Additional attorney fees and cost will be assessed.

If the 27th falls on a Saturday, Sunday or Holiday, the payment and report will be due by the close of business on the preceding business day.

If a bi-weekly delinquent payment is not received by the office of the Trustees' designated agent before the close of business on the 10th day after the reporting period, twenty (20%) percent liquidated damages plus twenty-five ($25.00) dollars processing fee as late charges, will be charged and the account will be turned over to the attorney for collection. Additional attorney fees and cost will be assessed.

If a check is returned because of insufficient funds, it must be replaced by a Certified Check or Money Order and this form of payment will be required for the next 6 months.

When an Employer has accumulated at least one year (12 months) of timely payments, they shall be eligible for one "grace period" on a late payment. Said payment must be received in the office of the Trustees' designated agent by the 20th of the month in which the payment was due.

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

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.

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
LABOR- MANAGEMENT COOPERATIVE COMMITTEE (LMCC)

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

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

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

Section 8.03 The Employer shall contribute the amount determined by the Labor-Management Committee, nine cents (0.09) per hour, for each hour worked by the employees. 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 Northern Indiana 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 COOPERATIVE COMMITTEE (NLMCC)

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

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

Section 9.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03 Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northern Indiana 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
CODE OF EXCELLENCE

Section 10.01 The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XI
PRIOR AGREEMENT – EFFECT OF LAW

Section 11.01 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 11.02 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.

ARTICLE XII
PROFESSIONAL BEHAVIOR AND ATTIRE

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, age, disability, sexual orientation, or national origin are not to be tolerated.

Clothing worn on the job shall not be objectionable to the customer or Employer and should be appropriate to the work performed and the conditions encountered. Articles of jewelry or personal accessories such as chains, necklaces, earrings, watches, shoes, or material with conductive thread should not be worn when those items could pose a personal 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. Head and facial hair should be clean and well kept. If either is worn long, it should be constrained in such a manner that it is not a safety hazard. General cleanliness is also encouraged, especially when contact with the customer or general public can be expected.

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

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION,
NORTHERN INDIANA CHAPTER:

s/s Matthew J. LaFree, Executive Director

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL UNION 153:

s/s Michael J. Leda, Business Manager

MEMORANDA OF UNDERSTANDING

EASTERN DIVISION, NORTHERN INDIANA CHAPTER, NECA
&
LOCAL UNION 153, IBEW

JUNE 3, 2019 THROUGH MAY 28, 2023

The following Memoranda of Understanding are by and between the Eastern Division, Northern Indiana Chapter National Electrical Contractors Association and Local Union 153 of the International Brotherhood of Electrical Workers.

The Local Union agrees to hold harmless all signatory employers and the employers' chapter from any and all claims of liabilities arising for the administration of these Memoranda of Understanding.

These Memoranda of Understanding are subject to the approval and ratification of the Eastern Division, Northern Indiana Chapter, National Electrical Contractors Association and Local Union 153, IBEW. These Memoranda of Understanding shall remain in effect unless terminated by either party with a thirty (30) day written notice. Whereas both parties share a mutual interest in the Electrical Construction Industry, the following agreements, terms and conditions have been set forth:

SCOPE
It is mutually agreed that the provisions of this agreement can apply to any commercial unit wired in Romex, this shall mean all Romex branch circuits and service entrance cable.

SHORT CALL
An applicant who is hired and who receives, through no fault of his own, work of fourteen (14) calendar days or less duration, shall, upon re-registration, be restored to his appropriate place within his Group

An applicant who is hired with the understanding that his employment shall not exceed fourteen (14) days duration (i.e. "short call") and, during such employment, is offered a "regular call" within the Local Union jurisdiction, shall be issued a termination notice from his employer.

OSHA TRAINING
If OSHA Training becomes a requirement by a lawful authority, all Members must attend an OSHA Training Class held in the month of their birth. All new Employees entering the workforce in this jurisdiction must attend a class in the month following their start of employment in the local. Refresher courses will be taken in the same manner as the basic class. All Classes will be funded thru the Apprenticeship Training Fund financed by the Employers.

FIRST AID AND CPR TRAINING
Effective September 1, 1997 all Members must attend a First Aid and CPR Class held in the month of their birth. All new Employees entering the workforce in this jurisdiction must attend a class in the month following their start of employment in the local. Refresher courses will be taken in the same manner as the basic class. All Classes will be funded thru the Apprenticeship Training Fund financed by the Employers.

THE INDIANA PLAN AND OUTREACH PROGRAM FOR MINORITIES AND DISADVANTAGED
The parties agree to implement the Indiana Plan in the Local Union's Jurisdiction. The Local Union Business Manager will administer the program and supervise the referral procedure. IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

IN WITNESS WHEREOF, the parties have executed this MOU the day and year first above written. SIGNED FOR:

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION,
NORTHERN INDIANA CHAPTER:

_____

s/s Matthew J. LaFree, Executive Director

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 153:

_____

s/s Michael J. Leda, Business Manager