

**Inside Construction Agreement**  
**East Coast Division**

Agreement by and between the South Florida Chapter, National Electrical Contractors Association (NECA) and Local Union 349, International Brotherhood of Electrical Workers (IBEW).

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this agreement.

As used hereinafter in this agreement, the term "Chapter" shall mean the South Florida Chapter of the National Electrical Contractors Association (NECA) and the term "Union" shall mean Local Union 349 International Brotherhood of Electrical Workers (IBEW). The term "Employer" shall mean an individual firm who has been recognized by an assent to this agreement.

**Basic Principles**

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

**Article I**

**Effective Date - Changes - Grievances – Disputes**

**Section 1.01 - Effective Date**

This agreement shall take effect **September 1st, 2010** and shall remain in effect until **August 31, 2012** unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1st through August 31 of each year, unless changed or terminated in the way later provided herein.

**Section 1.02 - Changes**

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 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 not 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 remains 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 CIR for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the CIR following the expiration date of this Agreement or any subsequent anniversary date. The CIR's decisions shall be final and binding.

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

F) Notice of a desire to terminate this agreement shall be handled in the same manner as a proposed change.

#### Section 1.03 – Mutual Consent

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 - No Work Stoppage

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 - Grievances and Disputes

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 48 hours when either party gives notice. 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 48 hours, they shall refer the same to the Labor-Management Committee.

#### Section 1.07 - Labor Management Committee Vote

All matters coming before the Labor-Management Committee shall be decided by a 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 a full vote of its membership, and it shall be counted as though all were present and voting.

Section 1.08 - C.I.R

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 decision shall be final and binding.

Section 1.09 - Prior Conditions

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 - Grievance Notification Period

Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within 30 working days of its occurrence shall be deemed to no longer exist.

**Article II**  
**Employer Rights - Union Rights**

Section 2.01- Members Contracting

Certain members of the Union except those meeting the requirements of an Employer, as defined herein, shall not contract for any electrical work.

Certain qualifications, knowledge, experience, and proof of financial responsibility are required of everyone desiring to be an Employer in the electrical industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business and suitable financial status to meet payroll requirements.

A) He shall be financially able to and should furnish all equipment, material and light fixtures needed to install a complete electrical job. The Union reserves the right to investigate any job they may believe is being financed by the general contractor or owner, and on which they may believe a contractor is receiving a fee for the use of his license, to the detriment of the industry.

Section 2.02 - Management Rights:

The Union understands the Employer is responsible to perform the work required by the Owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the Collective Bargaining Agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of Employees to properly perform the work, in hiring and laying off Employees, in transferring Employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all Employees to observe the Employer's and/or Owner's rules and

regulations not inconsistent with this Agreement, in requiring all Employees to observe all safety regulations, and in discharging Employees for proper cause.

Section 2.03 - Workers Collection

Workmen on service work may estimate and collect for work when required by the Employer.

Section 2.04 - Industry Expansion

Every individual Employer should at all times make an extra effort to expand his activities and continually endeavor to make available and increase the volume of employment through salesmanship, enterprising business methods, being properly equipped to render efficient electrical service to the community by promoting and encouraging modern installations and expansions. Every individual Employee should at all times put forth all effort to make his Employer competitive with outside competition.

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. The Code of Excellence shall comply with applicable federal and state law.

Section 2.05 - Surety Bond

All signatory Employers shall, for the term of the Agreement, carry a surety bond or equivalent cash bond covering the fringe benefit contributions or other payment which are to be made in respect of the Employees working under the agreement, Specifically, an employer shall supply a bond or bond equivalent that secures payments to the National Electrical Benefit Fund, South Florida Electrical Workers Pension Fund, Miami Joint Apprentice and Training Trust Fund Agreement and other contributions further covering payments which are for the benefit of the Employees.

Employers shall provide to Local Union 349 and the South Florida Chapter, NECA as parties to the Agreement, proof of insurance or cash bonds shall be carried in the following amounts and based on the number of covered Employees:

5 or less Employees	- \$ 4,000 bond
6 to 10 Employees	- \$ 6,000 bond
11 to 25 Employees	- \$ 8,000 bond
26 to 50 Employees	- \$ 12,000 bond
51 to 100 Employees	- \$ 25,000 bond
100 or more Employees	- \$ 50,000 bond

Section 2.06 - Working Employer

No Employer (which includes individuals, members of firms and officers of corporations) shall be permitted to work with tools, except in the case of emergency or for the purpose of making minor

repairs, and then only when a Journeyman is not available. When it is necessary for any Employer to perform such work he shall notify the Shop Steward or Business Manager of the Union of the location of the work. If possible, such notification should be provided prior to the work being started.

Section 2.07 - Non - Resident Employees (Portability)

An Employer signatory to a Collective Bargaining 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 of the Council on Industrial Relations.

Section 2.08 - Favored Nations Clause

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 2.09 - Employee Vehicles and Equipment

No Employer or Employee shall enter into any private agreement for the use of any equipment, vehicle, or otherwise belonging to the Employee; nor shall he bargain with said Employee or Employer relative to hours, conditions, wage rates, bonuses, or any other profit-sharing arrangement not specified in the terms of this agreement. The business manager of Local Union 349 shall be notified of any such proposed arrangements.

Section 2.10 - Annulment/Sub-Contracting

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.

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 the building, structure, or other work, will be deemed a material breach of this agreement.

All charges and violations of paragraph 2 of this section shall be considered as a dispute and shall

be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

#### Section 2.11 - Picket Language

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

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

### **Article III Hours - Wages - Working Conditions**

#### Section 3.01 - Hours of Work

Eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. with thirty (30) minutes between 12:00 and 12:30 p.m. shall constitute a work day. In the event of an accepted emergency, such as a breakdown service or feeder changes, pouring concrete, etc... the lunch period shall be taken anytime between 11:30 a.m. and 1:30 p.m. Forty (40) hours within five (5) days, Monday through Friday, inclusive shall constitute the work week.

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

#### Section 3.02 - Holiday Pay

All work performed on the following holidays: General (Presidential) Election Day, New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day or days celebrated as such, shall be paid for at double the regular straight time rate of pay. When any of the above named holidays fall on Saturday, then Friday shall be celebrated as a holiday, when any of the above named holidays fall on Sunday, then Monday shall be celebrated as a holiday.

#### Section 3.03 - Overtime Rates

All work performed outside the regular work day, Monday through Saturday, shall be paid at one and

one half times the regular rate of pay, except Holidays. Sunday shall be paid at double the normal straight rate of pay.

Section 3.04 - Classification Wages:

The minimum hourly rate of wages shall be as follows:

The hourly wage for Journeyman Wireman shall be as follows:

Journeyman Technician	100% of Journeyman Wireman Rate
Foreman	10% an hour above Journeyman's Rate
General Foreman	20% an hour above Journeyman's Rate
Cable Splicer	0.50/hour above Journeyman's Rate
Welder	0.50/hour above Journeyman's Rate
Cable Splicer (Industrial)	\$1.00/hour above Journeyman's Rate
Welder (Industrial)	\$1.00/hour above Journeyman's Rate
High Hazard Location	\$1.00/hour above Journeyman's Rate

Trade shows all show work will be at the high inside agreement scale. Gambling Facilities are covered under the Over \$2 Million Rate.

**Apprentice Wireman six (6) periods:**

1st Period	53% of Journeyman Wireman Rate
2nd Period	53% of Journeyman Wireman Rate
3rd Period	56% of Journeyman Wireman Rate
4th Period	62% of Journeyman Wireman Rate
5th Period	68% of Journeyman Wireman Rate
6th Period	77% of Journeyman Wireman Rate

The hourly wage for journeyman wireman shall be as follows:

Effective September 1 <sup>st</sup> , 2010:	Less Than \$2 Million	Over \$2 Million
Journeyman Wireman	\$ 27.15	\$ 29.61

**Effective September 5<sup>th</sup>, 2011:**

Journeyman Wireman	Wage Reopen	\$ 30.11
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Apprentices rates: Based on the current Journeyman rate as follows:

Effective		September 1 <sup>st</sup> , 2010	September 5 <sup>th</sup> , 2011
1 <sup>st</sup> period	1 <sup>st</sup> year	\$ 14.39	Wage Reopen
2 <sup>nd</sup> period	1 <sup>st</sup> year	\$ 14.39	
3 <sup>rd</sup> period	2 <sup>nd</sup> year	\$ 15.20	
4 <sup>th</sup> period	3 <sup>rd</sup> year	\$ 16.83	
5 <sup>th</sup> period	4 <sup>th</sup> year	\$ 18.46	
6 <sup>th</sup> period	5 <sup>th</sup> year	\$ 20.91	

Industrial Rate: Includes construction of new Cement Plants, work on Power Plants and High Speed Rails.

Effective	September 1st 2010	September 5th 2011
	\$ 33.96	\$ 34.46

Section 3.05 - Labor Day

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

Section 3.06 - Hazard Pay

When workmen are required to work in hazardous locations, above or below ground in high places such as silos, hangers, beacon lights, or other similar structures where a free fall of 30 feet or more is possible, \$1.00 an hour shall be added to the straight time hourly rate, but this will not be compounded on overtime. For purposes of this section, safely guarded scaffolding or walkways shall not be considered a hazardous location.

Section 3.07 - Workweek

- A) The work week shall start at 12:01 a.m. Monday and end Sunday at 12:00 p.m.
- B) Payday shall be Wednesday at 4:30 p.m. except that should a recognized Holiday occur on Monday, the payday may be advanced one day.
- C) Any workman laid-off or discharged shall be paid on full, less deductions, not later 4:30 p.m. of the same day. In the event he is not paid off and given termination slip, or if any man is not paid off at the specified time, waiting time at the regular straight time rate shall be paid until payment is made. But such pay shall not exceed eight (8) hours at this regular rate of pay in any twenty-four (24) hour period, excluding Saturdays, Sundays and Holidays.

### Section 3.08 - Furloughing

After the third week of Vacation, there will be no furloughing of men.

### Section 3.09 - Supervision Ratio

On any job where three (3) Journeymen are employed where one (1) is required to run the job, he shall be designated Foreman. On each job employing more than three (3) Journeymen the following schedule shall be put into effect:

- 3 through 9 Journeymen - 1 Journeyman shall be designated as Foreman.
- 10 through 14 Journeymen - 1 additional Journeyman shall be designated as Foreman.
- 15 through 21 Journeymen - 1 additional Journeyman shall be designated as Foreman.

A) When there are twenty-two (22) Journeymen on a job there shall be a General Foreman. All Foreman and General Foreman shall be selected by the Employer with the cooperation of the Business Manager. The Foreman shall take orders from the Employer or his representative and be held responsible for the work of the men under his supervision. Foreman shall work with the tools as directed by the Employer.

B) As long as above ratios of Journeyman to Foreman are maintained on a job, up to nine (9) men may be used in any one crew to meet job conditions.

### Section 3.10 - Report Time

When workmen are required to report to the Employer's shop, or job, they should report at 8:00 a.m. or the required starting time. However, where men are directed to report to a job or shop and does not start work due to lack of material or other causes beyond their control, they shall receive one (1) hour pay unless notified before reporting to work.

A) When Employers request Employees to return their vehicles to the shop, they shall be returned not later than 4:30 p.m. unless overtime is approved.

### Section 3.11 - Shift Work

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 of 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 (1½) times the shift hourly rate.

There shall not be pyramiding of overtime rates and double the straight time rate shall be maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Fringe benefit payments based on an hour of work will be paid on all hours for which payment is received for a shift.

Section 3.12 - Employer Shop

On construction jobs, the designated tool shack, gang boxes or office shall be construed as the Employer's shop.

Section 3.13 - Shop Location

When the Employer has no permanent shop located in the jurisdiction of the Union, then under such circumstances, Miami or Key West shall be considered the City in which the shop is located.

Section 3.14 - Age Ratio

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 3.15 - Emergency Pay

Any Workman under the terms of this Agreement, if injured, or becomes ill due to conditions on the job, shall be allowed reasonable time, with straight pay, to receive initial emergency medical attention.

A) Any further treatment required during regular working day or days, the Florida Workers Compensation laws shall prevail. Application forms for compensation shall be furnished by the Employer.

B) Any such injury or illness must be reported immediately to the Employer, by the injured or ill Man, Foreman or Steward on the job.

Section 3.16 - Journeyman Tools

Journeymen shall provide themselves with the following tools:

Knife	Hammer
Pencil	6' rule
Adjustable Wrench	Tap Wrench

Screw Drivers up to 8"	Center Punch
Diagonals	Pliers - Cutting
Plumb Bob	Small Level
Aviation Shears to 8"	Wiggy Type Tester - to 600
2 Pliers - Channel Locked Type	

A) Journeymen shall wear shoes suitable to job conditions.

#### Section 3.17 - Employee Tools

Employees tools shall be checked before being sent out to work and periodically checked by the Steward to see that they are complete, as required and all Workmen shall conform to the National safety codes.

#### Section 3.18 - Apprentice Tools

Apprentices shall provide themselves with the following tools:

##### First year Apprentice - after work one month should have:

8" Screw Driver	Hammer - Straight Claw
Pliers - Cutting to 8"	Pencil
2 Pliers - Channel Locks	6' Rule
Knife	

##### 2nd year Apprentice - should have the above plus:

Hacksaw	Tap Wrench
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##### 3rd year Apprentice - should have above plus:

Pair of Diagonal Pliers	8" Crescent Wrench
Small Level	Assortment of Screw Drivers
Tool Box	

##### 4th year Apprentice - Should have above plus:

Plum Bob	Center Punch
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A) Apprentices shall wear shoes suitable to job conditions.

#### Section 3.19 - Tool Restriction

There shall be no restrictions on the use of tools, machinery, or equipment simplifying electrical construction work or erecting of equipment, when such tools, machinery, or equipment are operated by Workmen under the terms of this Agreement. When the Employer elects to do

such work by hand, such as pipe threading, wire pulling, or channeling, such work shall be done by Workmen employed under the terms of this Agreement. No tools shall be borrowed from other crafts, on any job, except by the Employer.

#### Section 3.20 - Employer Tools

The Employer shall furnish all other necessary tools, or equipment, and shall be responsible to provide facilities for the sharpening of tools, as well as being held responsible that all Employer furnished tools and equipment are in safe condition to conform with the National safety codes. Workmen shall be held responsible for the loss of tools or equipment issued to them providing the Employer furnished the necessary lockers or a chest for the safe storage of Workmen's clothing and tools. Whenever Employee's tools are stolen from these lockers or chests they shall be replaced at the Employer's expense.

Torches, when required and fuel for it shall be furnished by the Employer. All taps and drills broken on the job shall be replaced by the Contractor. All hard hats shall be furnished by the Employer with new hard hat liners. All Employers shall provide facilities for the sharpening of all tools but will be responsible only for the conditioning of the tools owned by them.

#### Section 3.21 - Safe Installations

Workmen shall install all electrical work in accordance with applicable Municipal rules and Code requirements and also contract specifications, in a safe and workmanlike manner.

#### Section 3.22 - Improper Workmanship

A Journeyman Employee shall be required to make corrections on improper workmanship, for which he is responsible, on his own time and during regular working hours, unless errors were made by orders of the Employer or his representatives. The Union assumes responsibility for the enforcement of this provision provided, however, the Union is notified immediately upon discovery, and said Employee is given an opportunity to make corrections to the improper workmanship before being laid off or discharged, if possible. Nothing contained in this Agreement shall be construed as limiting the right of any Employer to discharge immediately any Employee for inefficiency, drunkenness or any just cause.

#### Section 3.23 - Termination Date

All men being laid off; discharged or quitting shall be given a termination notice by the Employer or his representative, stating the reason or reasons for discontinuing his employment. A copy of the termination notice shall be sent to the Business Manager of Local Union 349, a copy to the Chapter Manager of NECA, and a copy to remain with the Employer.

#### Section 3.24 - Union Access

The representative of the Union shall be allowed access to any building where the Employer has a shop or job, at any reasonable time when Workmen are employed under the terms of this Agreement. On Government work, the Employer or his representative shall assist in getting the

representative of the Union the necessary pass or authorization to visit any job.

#### Section 3.25 - Travel Time

The Employer shall pay straight time for traveling time and furnish transportation from shop to job, job to job, and job to shop.

No traveling shall be paid before or after working hours to Workmen for traveling to and from any job where Workmen are ordered to report the job.

#### Section 3.26 - Travel Mileage

Under no circumstances shall a workman use his car except to go to the shop in the morning or to any job in any one working day, except by special permission of the Union. If a man uses his car or if he has to move from one job to another in any one day, he shall be paid at the current applicable IRS mileage rate.

#### Section 3.27 - Energized Circuits

On energized circuits or equipment carrying 480 volts or more, there shall be a minimum of two (2) Journeyman employed.

#### Section 3.28 - Labor Standards

It is recognized that it is in the interest of the maintenance of proper labor standards to promote but not limit the use of material and equipment manufactured, processed or repaired under economically sound wage, hours and working conditions, under bona fide Collective Bargaining Agreements of the International Brotherhood of Electrical Workers.

#### Section 3.29 - Foreman Orders

On jobs having a Foreman, Workmen are not to take directions or orders or accept the layout of any job from anyone except the Foreman.

No Foreman of one job shall at the same time perform work on another job but may, if practical supervise work on any part of the same project.

#### Section 3.30 - Work Covered

All threading and cutting of conduit if required, shall be done by men working under the terms of this Agreement.

#### Section 3.31 - Stewards

The Union shall reserve the right to appoint a Steward in any shop where Workmen are employed under the terms of this Agreement. The Employer shall be notified in writing of such appointment. The Steward shall see that the Agreement is adhered to at all times and under no circumstances shall be discriminated against by any Employer because of the faithful performance of his duties as Steward. He shall report to the Employer or his representative and the Business Manager immediately any conditions that may lead to trouble, such as walk-off,

stoppage of work or other things detrimental to the job. He shall not cause or encourage a stoppage of work due to any circumstances, but shall notify the Business Manager and the Employer or their representative immediately.

A) The Steward shall be notified of all new men employed. He shall be notified four (4) Hours in advance of any lay-offs. A shop overtime list shall be maintained with the men with the lowest number of hours being in line for such overtime work. He shall receive a copy of the payroll and shall see that for the Employee's protection the men sign for the money received when paid by cash.

B) On jobs large enough to warrant a separate Steward and appointed in accordance with the foregoing provision, the same rules shall apply, and he shall remain on the job as long as three (3) or more Journeymen are employed, unless removed from the job of Steward by the Business Manager of the Union, except that nothing contained in the agreement shall be construed to limit the right of any Employer to discharge any Steward for any just cause upon twenty-four (24) hours notice (Saturdays, Sundays, and holidays excluded) to Local Union 349.

#### Section 3.32 - Temporary Wiring

The installation, maintaining, connecting, shifting, or repairing of all wiring for temporary lighting, heating and power and the maintenance, when necessary, for pumps, fans, blowers, and other electrical equipment used for construction of buildings, in new buildings under construction, or old buildings undergoing alteration, etc... shall be in possession of men working under the terms of this Agreement.

#### Section 3.33 - Stand-by

If overtime work is being conducted by any trade or trades and temporary light or power is provided for same and the Employer and Business Manager agree it is necessary, a competent electrician shall be available to take care of same, except for clean up details.

Any dispute arising from this section will be handled by the Contractor, Business Manager and Code Enforcement Board. In the event an electrician is required, he will perform work as designated by the job Supervisor, in other words "work-by" not "stand-by".

#### Section 3.34 - Overtime Preference

When it is necessary to work overtime, preference shall be given to Workmen already on the job, as determined by the Employer and/or his representative, and the Business Manager. The workmen must report to the Union office before overtime is started, giving the job name, address, names of all men who will work, and if possible, the duration. The business manager may give the steward the permission to make such report.

#### Section 3.35 - Short Work Week

It is agreed by the parties to this agreement that if at any time during the time of this agreement

any other crafts of the construction industry negotiate a valid agreement of a shorter work week or day, a committee will be appointed to negotiate.

### Section 3.36 - Payroll Reports

The Employer agrees that he will make out a monthly electronic payroll report known as the MPR-54 report, including the National Electrical Benefit Fund, Electro-PAC 349, NECA IBEW Welfare Trust Fund, National Electrical Industry Fund, South Florida Electrical Workers Pension Fund, Miami Joint Apprentice and Training Fund, Local Union #349 three (3%) percent Working Dues, Local LMCC, NLMCC, National Electrical Industry Trust Fund, and Administrative Maintenance Fee, giving full name, social security number, classification, total hours worked, straight time hours worked, overtime hours worked, hourly rate, overtime earnings, gross and straight time earnings and other pertinent data for each Employee covered by this Agreement. If wages are paid in cash an itemized list of deductions shall be provided. This report shall be prepared and payment made covering all funds by check made payable to the Electrical Industry Escrow Account and a printed paper copy mailed to the administrative office as required by the Board of Trustees of the fund as administrators. In addition, the completed monthly electronic payroll report is to be e-mailed to South Florida Chapter NECA and the local union as indicated on the monthly reporting form.

If the payments and electronic payroll report does not reach the administrative office of the South Florida Chapter, NECA not later than the ten (10) calendar day following the end of each month, the Union may require the Employer to supply MPR-54 reports on a weekly basis (instead of monthly) and pay all contributions and deductions weekly. In addition a penalty equal to 1.5% of the amount due to all funds covered by the MPR-54 report or \$350.00 whichever is greater shall be assessed if full payment is not made by the date set forth above. This penalty shall be in addition to all other penalties and late charges that are currently being assessed or may be assessed by the Trustees of the respective funds for late payment. Any Employer who is delinquent in payment and reporting may be required to continue to pay and report on a weekly basis until such time as all outstanding delinquencies and all outstanding penalties, late charges and assessments are paid in full. In addition to all penalties, late charges and assessments, the delinquent Contractor will be required to pay any costs incurred in the collection of the delinquent amounts including attorney's fees and Court costs incurred in collection. The penalty due under this section shall be paid to the Electrical Industry Escrow Account and will be utilized to defer the added costs of collection and administration as a result of delinquent payments and the monitoring of weekly payments and reporting as set forth in the delinquency trust fund.

A copy of the monthly electronic payroll reporting form is attached hereto as "Exhibit A".

Employers currently using a payroll software program to report may submit monthly reports in a text file format. The cost of converting the submitted text file to an excel spread sheet or other usable format, including the cost of any patch to the employer's payroll software program, shall not be the responsibility of the employer.

Employers not currently using a payroll software program to report shall be e-mailed the reporting forms that are to be filled out and they shall be completed and e-mailed back.

All reports are to reach South Florida Chapter NECA not later than the tenth (10th) calendar day following the end of each month. NECA shall distribute copies of the reports to the Local Union and the respective funds for which contributions and reporting are required.

#### Section 3.37 - Foreman Call By Name

The Employer shall have the right to call Foreman by name as provided:

- I.* The Employee has not quit his previous Employer within the last two (2) weeks.
- II.* The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as Foreman. Upon such request, the Business Manager shall refer said Foreman provided the name appears on the highest priority group.
- III.* When an Employee is called as a Foreman, he must remain as a Foreman for 1,000 hours or must receive a reduction in force.

#### Section 3.38 - Drug/Alcohol Screening

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 protections of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA Chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

### **Article IV Referral Procedure**

#### Section 4.01 - Referral System

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 interest of

the Employees in their employment status within the area and 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 - Sole Source

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

Section 4.03 - Employer Rejection

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

Section 4.04 - Referral Discrimination

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 procedures.

Section 4.05 - Register of Applicants

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's examination given by a duly constituted inside Local Union of the IBEW or has been certified as a Journeyman Wireman by any inside Joint Apprenticeship Training Committee; and who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

Group II - All applicants for employment who have four (4) or more years experience in the trade and who have passed a journeyman's examination given by a duly constituted inside Local Union of the IBEW or has 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 labor market; and, who have been employed for at least six months in the last three years in the geographical area covered by the Collective Bargaining Agreement.

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

#### Section 4.06 - Exhausted List - Temporary Employees

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 excluded, the Employer shall be free to secure applicants without using the referral procedure. But such applicants, if hired, shall have the status of "Temporary Employees"

#### Section 4.07

The Employer shall notify the Business Manager promptly of the names and social security numbers of such "Temporary Employees", and shall replace such "Temporary Employees" as soon as registered applicants for employment are available under the referral procedure.

#### Section 4.08 - Labor Market Area

"Normal Construction 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: Dade and Monroe Counties. 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 to which this agreement applies.

#### Section 4.09 - Resident Definition

"Resident" means a person who has maintained his permanent home in the above defined area for a period of not less than one (1) 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 - Exam Intervals

"Examinations" and "Examination" shall include experience rating test if such examination shall have been given prior to the effective date of this procedure, but from and after the date of the procedure, shall include only written and/or practical examinations given by duly constituted inside construction Local Unions of the IBEW. Reasonable intervals of time for examinations are specified as (90) ninety days. An applicant shall be eligible for examination if he has four (4) years experience at the trade.

#### Section 4.11 - Out of Work List

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 4.12 - Re-Registration

An applicant who has registered on the "out of work list" must renew his application every 30 days or his name will be removed from the list.

#### Section 4.13 - Group Restoration

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

#### Section 4.14(A) - Referral Order

Employers shall advise the business manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicant 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 4.14(B) - Repeated Discharge

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

#### Section 4.15 - Referral Order Exceptions

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

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

#### Section 4.16 - Appeals Committee

An Appeals Committee is hereby established, composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or by the association, as the case may be, and one (1) public member appointed by both these members.

#### Section 4.17 - Appeals Committee Function

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 Section 4.04 through 4.14 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be binding upon the Local Union. The

appeals committee is authorized to issue procedural rules for conduct of its business, but is not authorized to add or subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.18 - Records Inspection

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 - Procedure Posting

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 4.20 - Apprentice Exclusion

Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the agreement between the parties.

Section 4.21 - Employee Reduction Procedure

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. The 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, then those in Group I.
- B) Paragraph (a) will not apply as long as the special skill requirements as provided for in section 4.13 (a) is required.
- C) Supervisory Employees covered by the terms of this Agreement will be excluded from layoffs 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 V**  
**Apprenticeship and Training**

Section 5.01 - Joint Committee

There shall be a Local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the Local Apprenticeship and Training Trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the

Local Chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW).

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

The JATC shall be responsible for the training of Apprentices, Journeymen, Installers, Technicians and all others (Unindentured, Intermediate Journeymen, etc.)

#### Section 5.02 - Committee Election

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

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

The JATC should meet on a monthly basis, and also when called by 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 an issue, the matter shall be referred to the Labor Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

#### Section 5.04

There shall be only one (1) JATC Local Apprenticeship and Training Trust. The JATC may, however, establish Joint Subcommittees to meet specific needs, such as residential and telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

#### Section 5.05

The JATC may select and employ a part-time or a full-time training Director and other support

staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the training director, the JATC should review the training director's job description provided by the NJATC. All Employees of the JATC shall serve at the pleasure and discretion of the JATC.

#### Section 5.06

To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, that 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 notified.

#### Section 5.07

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

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

#### Section 5.08

The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per section 5.12.

#### Section 5.09

Though the JATC cannot guarantee any number of Apprentices; if a qualified Employer requests an Apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

#### Section 5.10

To accommodate short-term needs when Apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for Apprenticeship. Unindentured workers shall not remain employed if Apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing

wage) job sites.

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

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

The JATC may elect to offer voluntary related training to unindentured such as Math review, English, Safety, Orientation/Awareness, and 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 - Job Sites Ratio

Each job site shall be allowed a ratio of 2 Apprentices for every 3 Journeyman Wiremen. (The local parties will determine the job site ratio; however, the ratio shall not be less than two Apprentices for every three Journeymen or fraction thereof. Should the parties agree to a ratio higher than the minimum 2 to 3, the following table must be modified to reflect the larger number of allowable Apprentices).

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
7 to 9	6
97 to 99	66
Etc	Etc

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where Employees report for their work assignments. The Employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

### Section 5.13

An Apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the Apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the Apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the Employer's designated Supervisor or Journeyman based on their evaluation of the Apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the Apprentice.

Apprentices, who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeymen Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

### Section 5.14

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

### Section 5.15

The parties to this agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to section 3.02 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations the Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

### Section 5.16

All Employers subject to the terms of this agreement shall contribute the amount of funds specified by the parties' signatory to the Local Apprenticeship and Training Trust Agreement. The current rate of contribution is thirty (30) cents per hour for each hour worked. This sum shall be due the trust fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## **Article VI Fringe Benefits**

### Section 6.01 - NEBF

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 submitted /e-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 payment have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the restated Employees benefit agreement and trust shall also constitute a breach of this labor agreement.

### Section 6.02 - Health and Welfare

Effective June 1, 2009 the Employer shall pay into the NECA-IBEW welfare trust fund the sum of **five dollars and twenty five cents (\$5.25) per hour** worked for the Employer by all Employees covered by this agreement.

The payment shall be made by check or draft and shall constitute a debt due and owing to the NECA-IBEW welfare trust fund on the last day of each calendar month. The payment and electronic payroll report shall be transferred/e-mailed to reach the administrative office of the South Florida Chapter - NECA not later than ten (10) calendar days following the end of each calendar month. Individual Employers, who fail to make payment as provided above, shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union provided the Employer fails to show satisfactory proof that delinquent payments have been made to the Welfare Fund.

The Employer agrees to be bound by the Amended Agreement and declaration of trust of the NECA-IBEW Welfare Trust Fund, and by any future amendments thereto.

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

If at any time during the life of this Agreement contribution increases are incurred to maintain existing benefits, they shall be paid for by the Employer.

Any increase to the Health & Welfare Fund required by the fund Trustees effective September 1, 2004, shall be split equally between the Employers and Employees.

#### Section 6.03 - Local Pension Fund

The fringe benefit provision contained in this section shall apply to all Employer members of the association as hereinafter defined, all Employers who become signatory or bound by this Agreement, and all other Employers or Employer groups who become party to an agreement relating to the fringe benefits program described herein.

- A) All Employers referred to in paragraph 1 (all of which Employers are hereinafter referred to as "Participating Employers" or "Employer") who are party to and bound by this Agreement, acknowledge, accept and agree to be bound by the Agreement and Declaration of Trust, as herein before and/or hereafter amended, establishing the South Florida Electrical Workers Pension Plan (hereinafter "Plan" or "Trust fund") and acknowledge, accept and agree to be bound by the plan and plan documents of said Employee Benefit Plan. The participating Employers acknowledge and agree that copies of the Trust Agreements, Plans and Plan documents have been made available to them for their review and inspection prior to the execution of this Agreement and shall be available to them during the term of this Agreement.
- B) All participating Employers who are party to and bound by this Agreement shall be bound by the terms, provisions and conditions of all rules, regulations, and resolutions and amendments thereto promulgated by the Trustees of the aforesaid Employee Benefit Plan in accordance with the aforesaid Trust Agreement, whether currently existing or promulgated during the term of this Agreement.
- C) All participating Employers who are party to and bound by this Agreement hereby accept the designation of the Employer Trustees of said Employee Benefit Plan and any successor Trustees appointed by the Association in accordance with the provisions of the Trust Agreement.
- D) The participating Employers shall contribute to the South Florida Electrical Workers Pension Plan and Trust (or to the successor of said plan) for all Employees of such

participating Employer covered by this agreement (whether or not the Employees are members of the Union) the sum of eight percent (8%) of gross wages.

- E) All participating Employers shall electronically report to the Administrative Manager of the Plan, or such duly appointed depository, for all hours worked by all Employees participating in the plan on forms provided by the Trustees of the plan. It shall be the obligation of the Employers to have and use the official reporting forms. If an Employer maintains his payroll records and information on computer or other electronic equipment and desires to use and submit the required information in the form printed out by the computer or other electronic equipment, the Employer may use and submit such forms other than official reporting forms subject to obtaining the prior written approval of the Administrative Manager
- F) All reports shall be for the full calendar month last proceeding. However, an Employer may use other reporting periods subject to obtaining the prior written approval of the administrative manager.
- G) All participating Employers shall remit all fringe benefits amounts due and owing on or before the fringe benefit payment due date, which is hereby established as the 10th day of each calendar month (or the first business day thereafter, if the 10th is not a business day) for all hours worked in the prior calendar month, if the participating Employer remits his payment by mail and the envelope is posted with a postage stamp, and if the stamp is canceled by the U.S. Postal Service on or before the 10th day of the month (or the first business day thereafter if the 10th is not a business day), it shall be deemed to have been paid timely regardless of the date of actual receipt, if the participating Employer remits his payments by mail and his envelope is posted with an office postal meter, the payment must be received by the 10th day of the month (or the first business day thereafter if the 10th is not a business day) to be deemed paid timely. If the participating Employer causes the fringe benefit payments to be delivered to the fund office, it shall be stamped as to the date and the time of receipt, and if it is received on or before the 10th day of the month (or the first business day thereafter if the 10th is not a business day), it shall be deemed timely paid.
- H) A participating Employer shall be delinquent if the full amount of the contributions is not received in the office of the Administrative Manager on or before 5:00 p.m. on the fringe benefit payment due date.
- I) If a participating Employer has not remitted the total fringe benefit amounts due and owing to the plan and filed the official reporting forms by the fringe benefit payment due date as aforesaid, the said Employer shall be liable to the Trustees of the plan by a promulgation of rules and regulations, in accordance with the trust agreement. The Trustees shall notify all participating Employers of all promulgation of rules and regulations establishing and revising the liquidated damage charges and any terms and conditions and provisions thereof in advance of the enforcement thereof. But by acceptance and participation of this agreement

all participating Employers shall be bound by such promulgation on and after their effective dates.

- J) If a participating Employer is in violation of the provisions of paragraph h. Hereof, in addition to the provisions thereof, the participating Employer shall be liable to the Trustees of said Employee benefit plan as to which said Employer is delinquent or in default for reasonable attorney's fees and court costs actually expended by the Trustees to enforce the said Employer's compliance with the provision of this Agreement.
- K) The Trustees of the plan may establish a payroll audit program, which shall be binding upon the parties. The Trustees shall also have the right to determine who shall bear the cost of the audit. The Trustees shall notify the participating Employer, in writing, of their desire to audit and allow sufficient notice for the participating Employer to make available in his premises those payroll records and other records, reports and data reasonably necessary to conduct the audit in accordance with generally accepted accounting principles. The Trustees and their Agents and Employees shall conduct the audits at such time, and place, and manner as to minimize the inconvenience to the participating Employer; and they shall preserve the confidentiality of all information so obtained.
- L) It is acknowledged and agreed by the parties that upon the making of all contributions required of them by this article, participating Employers shall have no other or further obligation or responsibility to pay for, provide or otherwise fund the plan, it being the acknowledged intention of all parties that benefits from the South Florida Electrical Workers Pension Plan and Trust shall be limited to those which can be financed from the trust fund. The participating Employers shall not be liable or responsible for the failure of the Trustees to secure, pay or provide the benefits contemplated in the plan for any participant or beneficiary. The obligation of the participating Employers shall be and is hereby expressly limited to the payment of contributions to the trust fund and no more.

If at any time the trust fund shall not be sufficient to pay out and provide all the benefits provided for in the plan, the Trustees shall take such action as may be necessary and desirable in connection with the reduction of the then existing benefits in order that the cost of the benefits shall not be greater than that which can be paid from the trust fund. Without limiting generality of the foregoing, it is expressly acknowledged and agreed that the participating Employer shall have no responsibility or obligation to increase its contributions to the trust fund beyond that otherwise expressly provided for herein. It is expressly acknowledged, understood and agreed that the participating Employer does not guarantee any benefits to any participant or beneficiary, the obligation and responsibility of the participating Employer being expressly limited to its obligation.

#### Section 6.04 - Political Action Committee

The Employer agrees to deduct five (5) cents per hour worked for all Employees who provide a written authorization for such deduction. All deductions shall be reported and forwarded monthly

by the Employers on the composite payroll reporting form.

Section 6.05 - Administrative Maintenance Fee

All Employers signatory to this Agreement, with the South Florida Chapter, NECA, designated as their bargaining agent, shall contribute an amount equal to ten cents (\$.10) per hour worked for each employee covered by this labor Agreement, as an Administrative Maintenance Fee, to be used solely by the South Florida Chapter, NECA for its costs associated with the administration of this agreement. The fee is for the purpose of administration of the collective bargaining agreement, grievance handling, and all other management duties and responsibilities under this Agreement. It will be the goal of this Fee to improve, enhance, and assist all signatory Employers working within the jurisdiction of the South Florida Chapter, NECA, in the understanding of, and in the interpretation and implementation of, the terms of this Agreement and the purposes outlined above. These funds may not be used in any manner detrimental to the local Union or the IBEW. The Administrative Maintenance Fee contribution shall be submitted with all other fringe benefits covered in the Agreement as set forth in Section 3.36. Any delinquency payment of this fee shall be the sole responsibility of the South Florida Chapter NECA, and not the local union.

Section 6.06 - Local Labor Management Cooperation Committee (LLMCC)

The parties shall establish a legally constituted Labor Management Cooperation Committee at a contribution rate of two (2) cents per hour **increasing on September 1, 2011 to twelve (.12) cents** per hour 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 workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5. To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
6. To 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 affects their working lives; and

10. To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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 Local LMCC, as provided in said Agreement and declaration of trust.

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 South Florida Chapter, NECA, or its designee, shall be the collection agent for this fund.

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 (\$20.00) dollars, for each month payment of contribution 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 attorney's fees.

#### Section 6.07 - Parking

The Employer shall pay 50% of parking fees upon presentation of receipts.

#### Section 6.08 - Vacation

The parties establish a legally constituted vacation fund, paid by the Employee, may be deducted from the Employee's wages, provided an authorization form supplied by the Union is properly completed. No more than (1) adjustment will be permitted annually. A maximum of 5% may be deducted.

**Article VII**  
**National Electrical Industry Fund (NEIF)**

Section 7.01

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

- 1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man- hours paid for electrical work in anyone chapter area during anyone 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 anyone chapter area during anyone 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**  
**National Labor Management Cooperation Committee (NLMCC)**

Section 8.01

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 workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. To study and explore ways of eliminating potential problems which reduce the

competitiveness and inhibit the economic development of the electrical construction industry;

5. To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;

6. To 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 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 NLMCC, as provided in said agreement and declaration of trust.

#### Section 8.03

Each Employer shall contribute one cent (\$.01) per hour worked under this agreement 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 South Florida 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 (\$20.00) dollars, for each month payment of contribution 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 (10) percent per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

**Article IX**  
**Legal**

The amended Agreement shall become effective only when signed by the Business Manager of Local Union 349, International Brotherhood of Electrical Workers, and the Executive Manager of the South Florida Chapter, National Electrical Contractors Association, then approved and signed by the International President of the International Brotherhood of Electrical Workers.

**Separability Clause**

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

Signed for South Florida  
Chapter – NECA

\_\_\_\_\_  
James DiLullo  
South Division Chairman  
South Florida Chapter - NECA

Signed for the Union

\_\_\_\_\_  
William Riley  
Business Manager  
IBEW Local Union 349

\_\_\_\_\_  
Sheri O'Neill, Executive Director  
South Florida Chapter, NECA