

AGREEMENT

BETWEEN

LOCAL UNION #347
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND THE

DES MOINES DIVISION, IOWA CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

RESIDENTIAL LABOR AGREEMENT

September 1, 2014 - August 31, 2016

RESIDENTIAL AGREEMENT

Agreement by and between the Des Moines Division, Iowa Chapter of the National Electrical Contractors Association and Local Union No. 347, 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 Des Moines Division, Iowa Chapter of NECA, and the term "Union" shall mean Local Union No. 347, IBEW.

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

The rates and conditions in this agreement will cover counties of: Carroll, Greene, Boone, Story, Marshall, Tama, Audubon, Guthrie, Dallas, Polk, Jasper, Adair, Madison, Warren, Marion, Union, Clarke, Lucas, Ringgold, Decatur, and Wayne.

BASIC PRINCIPLES

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

TYPE OF WORK COVERED BY THIS AGREEMENT

It is a mutually agreed that the provisions of this Agreement shall be limited to all units built for single or multiple family dwellings, permanent or leased occupancy, or rental residences, nursing homes, retirement homes, intermediate care facilities, hotels, motels and dormitories, where codes and specifications allow romex or mc cable, may be wired by the residential unit. No matter what type of wiring methods are used in the specific residential unit, this work may be done by the Residential Unit.

- (a). All piping outside the individual units shall be done under the Inside Agreement.
- (b). Any wiring and piping containing over 240 volts shall be done under the Inside Agreement.
- (c). If any of the above described dwelling buildings contains areas for sales or service for charge (except coin operated laundry and vending equipment) such areas shall be the work of the Inside Agreement, including the main building service. Service equipment and feeders not in conduit, for the residential units, shall be covered under the Residential Agreement. If the service equipment and feeders are in conduit, they shall be the work of the Inside Agreement.
- (d). Any multiple dwelling building for which the plans, specifications, code or governing authority require the entire job to be done with plastic or metal conduit shall be the work of the Inside Agreement.
- (e). Any service requiring CT's or PT's shall be the work of the Inside Agreement.
- (f). The residential unit shall be allowed to perform phone, data, fire alarm (plenum only), CCTV, cable, and security on all structures covered by this agreement that are twelve (12) units or less in size.

Residential Wiremen may be utilized to perform phone, data, fire alarm (plenum only), CCTV, cable, and security on all structures covered by this agreement, provided the following conditions apply.

1. 24 hours after request there are no Voice-Data-Video technicians available to perform work, and the local union hall has not secured a qualified employee to perform the work.
2. The union hall is notified of the work being performed prior to it being performed by Residential Wiremen.
3. The Residential Wiremen shall be paid their regular rate of pay until suitable replacement is secured, when performing the aforementioned Scope of Work.
4. If the above conditions are not met, then the work shall be covered and performed under the terms of the Iowa Statewide Voice-Data-Video Agreement.

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

EFFECTIVE DATE:

Section 1.01. This Agreement shall take effect September 1, 2014, and shall remain in effect until August 31, 2016. Unless otherwise specifically provided for herein, it shall continue in effect from year to year thereafter, from September 1st through August 31st of each year, unless changed or terminated in the way later provided herein.

CHANGES:

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

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

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

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

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

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

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

Section 1.04. There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or disputes 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 Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

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

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

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

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

Section 1.10. Any disputes under this Article, as with all other Articles in this contract, shall be subject to the disputes resolution procedure set forth in this contract. Unless otherwise provided by the law, any such disputes shall first be submitted to that procedure for final resolution, any grievance not filed in writing 15 calendar days from the date of the incident giving rise to the grievance shall be deemed not grievable.

ARTICLE II
EMPLOYER RIGHTS/UNION RIGHTS

UNION RECOGNITION:

Section 2.01. The Employer recognizes the Union as the exclusive representative of all employees performing work under this Agreement within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, on the type of work as defined herein.

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.

FAVORED NATIONS:

Section 2.03. 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 2.04. 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.

WORKERS' COMPENSATION INSURANCE:

Section 2.05. (a). For all employees covered by this Agreement, the Employer shall carry Workman's Compensation Insurance with a company authorized to do business in this state, Social Security, and other such protective insurance as may be required by the laws of this state, and shall make contributions to the Iowa Department of Employment Services. He shall file with the Union proof of such coverage.

SURETY BOND:

(b). **BONDING.** The Employer agrees to and shall furnish a surety bond in the amount of \$15,000.00 to assure payments to the following funds as required by the Agreement: Health and Welfare Fund, Vacation Fund, Educational Trust Fund, Pension Fund, National Electrical Benefit Fund, and the National Electrical Industry Fund. Copy of said bond to be filed with the Local Union Office. Satisfactory proof of compliance with the above requirements and qualifications shall be furnished within 72 hours to the Union and/or the Iowa Chapter NECA. Failure of the individual Employer to so comply will be deemed valid and sufficient cause for cancellation of this

Agreement with such Employer after the facts have been determined by the International Office of the Union and the National Electrical Contractors Association.

(c). In lieu of the bond required under Article II, Section 2.05 (b), the Employer may, at his option, furnish either:

(1.) an Escrow Agreement entered into with a financial institution that is insured by FDIC or its equivalent whereby the amount required in Section 2.05(a) (the "Escrow Amount") is deposited in an escrow account with said financial institution pursuant to the terms of an Escrow Agreement. The Escrow Agreement shall provide that the interest which accrues on the Escrow Amount is payable to the Employer and that the financial institution (the "Escrow Agent") shall maintain possession of the Escrow Amount until the conditions of the Escrow Agreement are met; or

(2.) an Escrow Agreement entered into with a financial institution that is insured by FDIC or its equivalent whereby a Certificate of Deposit in the amount required in Section 2.05(b) (the "Certificate of Deposit Amount") is held in escrow by said financial institution pursuant to the terms of the Escrow Agreement. The Escrow Agreement shall provide that the interest which accrues on the Certificate of Deposit shall be payable to the Employer and that the financial institution (the "Escrow Agent") shall maintain possession of the Certificate of Deposit until conditions of the Escrow Agreement are met;

(3.) or a Standby Irrevocable Letter of Credit entered into with a financial institution that is insured by FDIC or its equivalent whereby the amount required in Section 2.05(b) is made immediately available to the Beneficiary Funds when the conditions of the Standby Irrevocable Letter of Credit are met.

The above bonding requirement shall be waived if a bond has been required and provided to cover Local Union #347, IBEW fringe benefit funds.

UNION RIGHT TO DISCIPLINE MEMBERS:

Section 2.06. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

ANNULMENT/SUBCONTRACTING:

Section 2.07. (a). The Local Union is a part of the International Brotherhood of Electrical Workers and any violations 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 (b) of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

(c). All charges of violations of paragraph (b) 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 2.08. All employees working under the terms of this Agreement shall use tools and equipment in a safe manner. They shall conduct themselves in a safe manner and avail themselves of all training in first aid and be aware of their responsibilities under State and Federal safety laws.

Section 2.09. **SUBSTANCE ABUSE.** The Employer and the Local Union agree that it is in their mutual interest to promote an alcohol- and drug-free work environment. They further agree to support and comply with the terms of the Substance Abuse Policy adopted by the Joint Labor/Management Committee, which policy incorporates the implementation of an employee assistance program (EAP) offered through IBEW, Local #347 Health & Welfare Program.

NON-RESIDENT EMPLOYEES: (*Portability*)

Section 2.10. 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.

ARTICLE III
HOURS/WAGES/WORKING CONDITIONS

Section 3.01. (a). When an employee has missed work due to problems not attributable to the Employer, the workweek may be extended on a voluntary basis by the Employee, if agreed to by the Employer, to include Saturday. Under such circumstances, the provisions of Section 3.01, regarding time-and-one-half pay on Saturday, shall not apply. This provision shall not work to violate the Federal Wage/Hours Law.

An Employer shall be allowed to schedule a flexible forty-hour week between the hours of 6:00 AM and 9:00 PM Monday through Saturday, solely for the purpose of providing single-family residential service and short order work requiring alternate work times. This is not to be used on new construction, to offset holidays, or commercial work such as nursing homes, retirement homes, intermediate care facilities, hotels, motels and dormitories. These flexible hours are to be totally voluntary by the employees.

(b). Eight consecutive hours work between the hours of 6:00 a.m. and 4:30 p.m., except for a thirty minute lunch period, shall constitute a regular work day. Five such days, Monday through Friday inclusive, shall constitute a regular work week. There shall be a thirty minute lunch period which may begin four hours, but no later than five hours, immediately following the assigned starting time.

(c). When working service work, the day shift may be varied by two (2) hours (6:00 a.m. to 10:00 a.m.) by mutual agreement between the employees and the Employer. Any work being performed outside the eight (8) hour workday shall be paid for at one and one-half (1-1/2) times the straight time rate of pay.

(d). All work performed outside the regularly scheduled work day, Monday through Friday and all hours worked on Saturday, shall be paid for at one and one-half times the regular straight time rate of pay. All work performed on Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or days celebrated as such, shall be paid for at two times the regular straight time rate of pay.

In the event any of the above holidays occur on Sunday, the following Monday shall be observed as the holiday, holidays falling on Saturday shall be celebrated on Friday.

(e). Any employee who is called for a service call (after they've gone home) after normal working hours will receive a minimum of one (1) hour pay.

Section 3.02. (a). When workmen are directed to report to the job, such workmen shall be on the job ready to commence work at the assigned starting time. All tools and materials shall be stored or put away before quitting time, provided the employer furnishes adequate storage facilities.

(b). **WORK WEEK.** When job conditions dictate and with mutual agreement of both parties, the Employer will be allowed to establish a four (4) day, ten (10) hour per day work week. This work week will be specified in writing as being Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate. If a recognized holiday falls during the work week, the parties, by mutual consent may elect to work either four (4) eight (8) hour days or three (3) ten (10) hour days for the duration of that week. Hours worked in excess of thirty-two (32) hours of the four (4) eight (8) hour day work week or in excess of thirty (30) hours of the three (3) ten (10) hour day work week shall be paid at the appropriate overtime rate of pay.

Section 3.03. No work shall be performed on Labor Day except in the case of emergency.

Section 3.04. (a). Wages.

CLASSIFICATION/WAGES:

The minimum hourly rate of wages shall be as follows:

	Effective <u>9/1/14</u>	Effective <u>9/1/15</u>
Residential Wireman	\$22.00	\$22.80
Foreman (+\$1.00)	\$23.00	\$23.80
Sub-Foreman (+\$.50)	\$22.50	\$23.30

APPRENTICE RESIDENTIAL WIREMAN - FOUR (4) PERIODS

1 st period	65% of Residential Wireman Rate	\$14.30	\$14.82
2 nd period	70% of Residential Wireman Rate	\$15.40	\$15.96
3 rd period	75% of Residential Wireman Rate	\$16.50	\$17.10
4 th period	80% of Residential Wireman Rate	\$17.60	\$18.24
Completion	100%		

All residential wiremen will be required to have the following:

- Current OSHA-10 card;
- City license in regard to the area in which work is being performed.

First-Aid/CPR certification will be available through the Iowa Electrical Apprenticeship.

First-Aid/CPR is not mandatory, but Local Union #347 encourages the Residential Unit to obtain this certification.

VACATION - Employee deduct of 10% of gross wages.

HEALTH AND WELFARE - Employer shall contribute \$6.04 per hour.

LOCAL PENSION - Employer shall contribute \$3.40 per straight-time hour, \$5.10 per time and one-half hour, and \$6.80 per double-time hour.

First and second period trainees (first 12 months) are ineligible for local pension contribution. Second-year apprentices receive \$.50 per hour and third-year apprentices receive \$3.15 per hour.

EDUCATIONAL FUND - Employer shall contribute 1% of the gross labor payroll.

ADDITIONAL APPRENTICESHIP - Employer to contribute \$.05 per hour on all hours worked.

* If the extra 1/4 of 1% and the \$.05 are ever deemed unnecessary by the state JATC, said monies will revert back to the employers.

NLMCC - Employer shall contribute \$.01 per hour on all employees.

ADMINISTRATIVE MAINTENANCE FUND - Employers shall contribute \$.15 per hour on all employees.

N.E.B.F. - Employer shall contribute 3% of the gross payroll.

N.E.I.F. - Employer shall contribute 1% of the gross payroll.

(b). When an employer is forced to hire an employee from other sources because the Unions qualified manpower pool has been exhausted, such employee will work for a probationary period of 1,000 hours at a base wage rate of \$7.50 per hour. These employees being classified as a "B" electrician. At the end of that period the employer will either assist the employee to enroll in the Residential Training Program at the appropriate trainee rate, or terminate this person from their employ.

If a trainee becomes available for employment while a "B" employee is working, the employer will be responsible to either employ said trainee or let the "B" employee go.

Once the trainee is employed, the employer will be allowed to rehire or keep the "B" classification employee.

Section 3.04. (a). When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

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

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

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

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3.05. All wages shall be paid by check (unless the electronic payroll deposit option is selected), with a stub, or paper slip attached, showing the number of regular hours worked, the number of overtime hours worked, the gross pay, all deductions itemized, the Employer's name, and the date of the last day of the pay period.

If the electronic payroll deposit option is selected, the payroll stub will then be mailed to the employee on a weekly basis.

At the employer's option, they will poll the employees in their shop (by secret ballot) to determine who wants the electronic payroll deposit option.

If 50% plus one (1) of the shop's wiremen want this option, the Employers then have the right/option to implement electronic payroll deposit at 100% across the board for all wiremen.

In the event that electronic payroll deposit is agreed to the following criteria and options shall be followed:

(a). All employees shall have their paychecks deposited in their account at their bank on a weekly basis.

(b). Employees can choose to have a money order paycheck waiting at the bank of the employer's choice by Friday morning of each week. This option allows the employees not to have monies deposited into a personal account. It should be noted

that employees are to pick up their paychecks under this option on their own time and not during working hours.

(c). Any employees who are laid off or terminated will have the option to receive a paycheck upon the time of the termination from a company.

In the event the Employers payments are refused on account of insufficient funds, the Employer so offending shall thereafter be required to pay all wages in cash. In the event that it is decided by the Joint Conference Committee that the above requirements were not met, waiting time at the regular rate shall be charged until payment is made.

Section 3.06. The Employer shall furnish all necessary tools (except pocket tools) or equipment to properly install and/or do the job. Workmen will be held responsible for the storing of tools and equipment provided the Employer furnished a suitable place for storage.

Section 3.07. Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with the directions. A Residential Wireman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representatives. Employer shall notify the Union of Residential Wiremen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision, insofar as its members are concerned.

Section 3.08. The Employer shall pay travel time and furnish transportation from shop to job, job to job, and job to shop when workmen are moved during the regular working day.

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

At no time will the workman use his personal vehicle for the conveyance of contractor's tools or materials.

Section 3.09. (a). On each job or project requiring four (4) Residential Wiremen, the fourth Wireman shall be designated Sub-foreman. On any job or project requiring seven (7) or more Residential Wiremen, the seventh Wireman shall be designated Foreman, replacing the Sub-foreman. A Sub-foreman shall supervise no more than three (3) Wiremen in addition to himself, and a Foreman shall supervise no more than six (6) in addition to himself.

(b). The lead person working on a building of more than 5,000 square feet shall receive foremen's pay.

Section 3.10. When men are directed to report to a job and do not start work due to lack of material or other causes beyond their control, they shall receive two (2) hours pay unless notified one (1) hour or more prior to the scheduled starting time, or unless due to inclement weather or other natural causes.

Section 3.11. In consideration of the conditions of employment contained in this Agreement and for the purpose of the Union furnishing qualified workmen to Employers who are signatory to said Agreement, Employers subject to this Agreement, agree to give the Union twenty-four (24) hours advance notice of job opportunities before hiring workmen. The Business Manager shall be notified of workmen hired. All workmen shall receive not less than the minimum wages and work under the conditions of this Agreement.

ARTICLE IV
REFERRAL PROCEDURE

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

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

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

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

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

RESIDENTIAL WIREMAN

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

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I

status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

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

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

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

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

Section 4.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: Dallas, Polk, Jasper, Madison, Warren, Hardin, Carroll, Greene, Boone, Story, Marshall, Tama, Audubon, Guthrie, Adair, Union, Clarke, Lucas, Ringgold, Decatur, Adams, Cass, Montgomery, Page, Taylor, Wayne, Marion, Mahaska, and Monroe Counties in Iowa.

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

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

Section 4.10. An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the

I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has two years' experience in the trade.

Section 4.11. Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section 4.05 above shall be referred to the Residential Training and Apprenticeship Subcommittee for their consideration as 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 4.14. An applicant who is hired and who receives, through no fault of his own, work of forty-hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

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

REPEATED DISCHARGE:

Section 4.15 (b). An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three* business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

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

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

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

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

Section 4.20. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.21. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

ARTICLE V

STANDARD RESIDENTIAL APPRENTICESHIP & TRAINING LANGUAGE

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

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

Section 5.02. Where the JATC elects to establish a subcommittee, an equal number of members (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 JATC to serve on the subcommittee.

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

The subcommittee, where one is established by the JATC, shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges.

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

Section 5.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve. The JATC or its subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC

shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Local Labor Management Committee for resolution.

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

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

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

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

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

Section 5.09. Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than three 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. The 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 JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Residential Wiremen to work in the jurisdiction covered by this agreement.

Section 5.14. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: one percent (1%) of the gross monthly labor payroll and five cents (5¢) 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

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.

Section 6.02. The Employer and the Union agree that all Employers signatory to this Agreement shall pay a sum equal to six dollars and four cents (\$6.04) per hour on the gross straight time of each employee who performs work covered by this Agreement as shown by the Employers payroll report. Said sum shall be paid monthly to the Board of Trustees of the Electrical Workers Health and Welfare Fund and shall be accompanied by a payroll report form as designated by said Trustees. A Declaration of Trust of the Electrical Workers Health and Welfare Fund has been entered into between the parties.

Section 6.03. Each employee shall participate in the Vacation Plan as agreed upon between the parties to this Agreement, terms of which shall be set out. After receiving written authorization from the employee, the Employer shall withhold an

amount equal to ten percent (10%) of his gross weekly pay. Such sums withheld from all participating employees shall be forwarded monthly by the Employer, to the designated Third-Party Administrator, to then be deposited in individual employee accounts in a bank determined by the Labor/Management Committee.

Section 6.04. (a). The Employers and the Union agree that all Employers signatory to this Agreement and other parties mutually agreed to be covered by same, shall pay a sum equal to three dollars and forty cents (\$3.40) per hour on the actual hours worked, or five dollars and ten cents (\$5.10) per hour on all time and one-half premium hours, or six dollars and eighty cents (\$6.80) per hour on all double time premium hours worked for each employee who performs work covered by this Agreement as shown by the Employers payroll report. Said sum shall be paid monthly to the Board of Trustees of Local Union #347, IBEW Pension Fund and shall be accompanied by a payroll report form as designated by said Trustees. A Declaration of Trust of the Local Union #347, IBEW Pension Fund has been entered into between the parties.

(b). The pension contribution for third and fourth period residential trainees shall be the same percent of Residential Wireman pension contribution as is the trainee's wage to Residential Wireman wage. NO pension will be paid on ANY trainees for their first year of employment.

(c). The following five year vesting period will be incorporated into the pensions plan as follows:

1. Probationary 12 months of employment will count towards the vesting period but no pension monies will be contributed for these people during this time period.

2. Any monies forfeited based on the vesting requirement will be spread among all participants in the Residential Pension Plan.

3. Those already under the terms of the Residential Pension Plan as of 9/1/96 will be grandfathered under the current no vesting rules.

4. If a person leaves the terms of the Residential Agreement, but stays in our industry, said person will NOT lose his/her pension monies. Examples of this would be a person that enters the inside apprenticeship program or goes into an employer's shop to work in management position.

(d). An employee may elect to participate in the 401(k) feature of the IBEW Local Union #347 Retirement Savings Plan by signing a tax deferred savings authorized form approved by the Fund Trustees directing the Employer to reduce the employees hourly pay \$.05 or multiples of \$.05 with participants being allowed to withhold the maximum amounts allowable by state and federal laws for their 401(k) accounts with such amount of tax deferred savings being transferred to the 401(k) feature of the Retirement Savings Plan. An employee may change the amount of tax deferred savings twice a year with the starting dates for these withholding being the first day of the new payroll week in June and December, in unites of \$.05 per hour,

but in no case shall the amount be greater than is allowed by state and federal laws. The employee may elect the tax deferred savings at the time the employee initially commences employment with any Employer. Employee tax deferred savings shall be reported on the same Employer reports and in the same manner as Employers are reporting with respect to contributions in Section (f) above or as the Trustees of the Fund shall direct. Employee election to have tax deferred savings transferred to the 401(k) Plan must be elected in writing at least ten (10) days prior to the stated election dates, other than initial employment. All tax deferred savings requests must be filed by the employee with the employer with copies as directed by the Fund Trustees in a manner and method of collection and reporting set forth in Article III, Section 3.04(f) and Article VI, Section 6.01.

ADMINISTRATIVE MAINTENANCE:

Section 6.05. All Employers signatory to this Agreement with the Des Moines Division, Iowa Chapter, NECA, designated as their collective bargaining agent shall contribute \$.15 per hour for each hour worked by each employee covered by this Labor Agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the collective bargaining agreement, grievance handling and all other management duties and responsibilities in this Agreement. The Administrative Maintenance Fund contribution shall be submitted with the NEBF fund to the Iowa Chapter, or its designee, by the 15th of the month and shall be bound by the same delinquency requirements set forth in Article V., Section 5.01.

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

ARTICLE VII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 7.01. 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 7.02. 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 7.03. Each employer shall contribute 0¢. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 7.04. 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 VIII

NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

Section 8.01. 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:

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 IX

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

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

- 1) To improve communication between representatives of labor and management;
- 2) To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving or 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 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 and 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 once cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Iowa Chapter, NECA, or its designee, shall be the collection agent for this fund.

Section 9.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE X

SUBSTANCE ABUSE

Section 10.01. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XI
CODE OF EXCELLENCE

Section 11.01. 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 required by the IBEW and NECA.

APPENDIX I

UNINDENTURED

Section 3.04. (a).

	<u>9/1/14</u>	<u>9/1/15</u>
65% - \$.20 of Residential Wireman Rate	\$14.10	\$14.62

[9/1/14 = \$14.30 less \$.20 death benefit = \$14.10]

[9/1/15 = \$14.82 less \$.20 death benefit = \$14.62]

APPENDIX II

RESIDENTIAL WIREMAN CLASSIFICATION

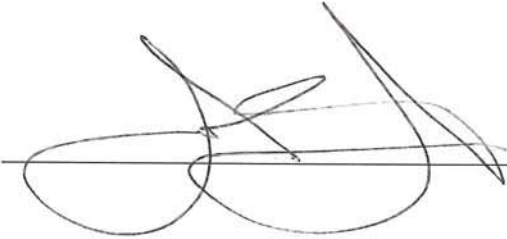
A Residential Wireman may work as an Unindentured Apprentice under the Inside Agreement without re-classification, at their current residential scale.

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, therefore, seek to negotiate substitute provisions which are in conformity with the applicable laws.

IN WITNESS THEREOF, the parties have executed this Agreement on this 1st day of September, 2014.

DES MOINES DIVISION, IOWA CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

Chairman 

Executive Director 

LOCAL UNION #347
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

President 

Business Manager 

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

Feb 11, 2015

Edwin D. Hill, President
This approval does not make the
International a party to this agreement.

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

MEMORANDUM OF UNDERSTANDING
ANNULMENT/SUBCONTRACTING

Section 2.07. (b). The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting, or repair of a building, structure, or other work, will be deemed a material breach of this Agreement, unless a Union subcontractor is not available or is unable to perform the work. When this exception is invoked, the Employer shall notify the Local Union of the job location, job duration and the name of the subcontractor to be used. This exception shall apply only to work not recognized as coming within the jurisdiction of the IBEW.

This Memorandum of Understanding is subject to change or termination only by mutual consent of the parties to Des Moines Residential Collective Bargaining Agreement.

DES MOINES DIVISION, NECA



Secretary-Manager

LOCAL UNION #347, IBEW



Business Manager