

AGREEMENT

BETWEEN

Local Union 405  
International Brotherhood of Electrical Workers

and the

Cedar Rapids/Iowa City Division  
Iowa Chapter, National Electrical Contractors Association

Poweshiek, Iowa, Johnson Counties

December 1, 2018 - November 30, 2021

## **AGREEMENT**

Agreement by and between the Iowa Chapter of the National Electrical Contractors Association(NECA) and Local Union No. 405 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 Iowa Chapter of NECA, and the term "Union" shall mean Local Union No. 405, 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 will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

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

**EFFECTIVE DATE:**

**Section 1.01.** This Agreement shall take effect December 1, 2018, and shall remain in effect until November 30, 2021, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1<sup>st</sup> through November 30<sup>th</sup> of each year, unless changed or terminated in the way later provided herein.

**CHANGES:**

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

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

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

(d). Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20<sup>th</sup> 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 dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

**GRIEVANCES/DISPUTES:**

**Section 1.05.** There shall be a Labor-Management Committee of three representing the Union and three representing the 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.

**ARTICLE II**  
**EMPLOYER RIGHTS /UNION RIGHTS**

**Section 2.01.** Certain qualifications, knowledge, experience, and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business and a suitable financial status to meet payroll requirements. He shall show a suitable financial statement.

An Employer who contracts for electrical work is a person, firm or corporation whose principal and primary business is electrical contracting, and who shall maintain a place of business equipped with the necessary tools, trucks and supplies to carry on this business.

**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.

**WORKERS COMPENSATION INSURANCE:**

**Section 2.03.** For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this state, Social Security and such other protective insurance as may be required by the laws of this state, and the Employer shall also make contributions to the Iowa Unemployment Compensation Commission and shall furnish satisfactory proof of such to the Union.

**SURETY BOND:**

**Section 2.04. [EFFECTIVE 6/01/08]:** Each Employer shall furnish a surety bond to secure payment of all amounts due on account of payroll and fund deduction, contribution, and reporting obligations of the Employer required by this Agreement. The amount of the bond shall be based on the average number of employees employed by each Employer during the most recent twelve-month period ending April 30, and according to this schedule: 1-5 employees, \$20,000; 6-10 employees, \$40,000; 11-20 employees, \$80,000; 21-40 employees, \$160,000; 41-60 employees, \$240,000; over 60, \$300,000. The bond shall provide that it may not be terminated without fifteen (15) days' prior written notice to the Employer and the Local Union.

## **FAVORED NATIONS:**

**Section 2.05.** 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.

## **UNION RECOGNITION:**

**Section 2.06.** The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

**Section 2.07.** (a). **Effective 1/01/14:** All Employers or Contractors working within the jurisdiction of Local #405, shall contribute to the Health and Welfare Fund the sum of six dollars and sixty-four cents (\$6.64) per hour per man for each hour working time, plus six dollars and sixty-four cents (\$6.64) per hour on all double time premium hours, or plus three dollars and thirty-two cents (\$3.32) per hour on all time and one-half premium hours worked for each employee who performs work covered by this Agreement as shown by the Employer's payroll report. Said payments shall be made monthly with provided transmittal forms. Checks are to be made payable to the designated Fund Administrator. Said payments shall be due no later than the 15th of the month following the month from which the payments have been deducted. The Health and Welfare Fund is created for the health and welfare of the members of the electrical industry, operating and/or working within the jurisdiction of Local Union #405. The Electrical Workers Health and Welfare Fund shall be made a Trust Fund and shall be controlled, regulated or governed by the Board of Trustees.

(b). **Effective 12/01/15:** The Employers and the Union agree that all Employers signatory to this Agreement and other parties mutually agreed to be covered by the same shall pay a sum equal to seven dollars and thirty-six cents (\$7.36) per hour on the actual hours worked, plus seven dollars and thirty-six cents (\$7.36) per hour on all double time premium hours, or plus three dollars and sixty-eight cents (\$3.68) per hour on all time and one-half premium hours worked for each employee who performs the work covered by this Agreement as shown by the Employer's payroll report. Checks are to be made payable to the designated Fund Administrator. Said Union payments shall be due no later than the 15th of the month following the month from which the payments have been deducted. Said sum shall be paid monthly to the Board of Trustees of Local Union #405 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 #405 IBEW Pension Fund has been entered between the parties.

(c). The Apprentice's pension contribution will correspond to their appropriate percentage of Journeyman pension contribution with the following exceptions:

1. NO PENSION on Unindentureds.
2. Premium pay on all time and one-half, and double time hours to be paid on the pension.

(d). An employee may elect to participate in the 401(K) feature of the IBEW Local #405 Retirement Savings Plan by signing a tax deferred savings authorization form approved by the Fund Trustees directing the Employer to reduce the employees hourly pay by \$.50 or multiples of \$.50 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 the tax deferred savings each quarter with the starting dates for these withholdings being the first day of the new payroll week in January, April, July and October in units of \$.50 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 "b" 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 date, 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 3.13.

**Section 2.08.** (a). The Employer agrees to deduct and forward to the Financial Secretary of the Local Union – upon receipt of a voluntary written authorization – the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

(b). The Employer shall deduct 3% from the gross wages of each employee working pursuant to the terms of this collective bargaining agreement for Union assessments. Such deduction shall be paid monthly to the designated Fund Administrator in a manner set forth in Article III, Section 3.13. Said Union assessments shall be due no later than the 15th of the month following the month from which the assessment payments have been deducted. Assessment payments shall be reported to the Union on a transmittal form showing the employee's name, social security number, gross wages for the month in which the payment is made and the amount of the payment for Union assessment. Employers must have in their possession a valid wage authorization assignment form signed by each employee for whom the deduction is withheld from the employee and paid over to the Union as set out above.

On a once (1) a year basis the Employers will agree not to withhold up to 3% of the Union assessment funds from the wireman's paycheck if asked by the Local Union to do so. This change in withholdings to coincide with any wage increase/decrease.

## **NON-RESIDENT EMPLOYEES: (*Portability*)**

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

**Section 2.10.** This Agreement does not deny the right of an individual employee to render assistance to other labor organizations by withdrawal from a job when necessary, but no withdrawal from a job shall take place until notice is first given to the Employer involved. When such withdrawal takes place, the workman on such jobs shall carefully put away all tools, materials, equipment or any other property of the Employer in a safe manner.

**Section 2.11.** The Employer agrees to recognize, and does hereby recognize the Union, its agent, representatives or successors, as the exclusive bargaining agency for all the employees as herein defined.

**Section 2.12.** No member of Local Union #405, while he remains a member of such Local Union and subject to employment by Employers operating under this Agreement, shall himself become an Electrical Contractor.

**Section 2.13.** The term "employee" as used in this Agreement shall mean all persons covered by the terms of this Agreement. The term "Employer" as used hereinafter shall mean a member of the Cedar Rapids/Iowa City Division, Iowa Chapter, NECA, or any electrical contractor who has signed the Letter of Assent agreeing to abide by the terms of this contract.

The term "Council" as used in this Agreement refers to the Council on Industrial Relations for the Electrical Contracting Industry.

**Section 2.14.** Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it will be through duly authorized representatives of the Union.

**Section 2.15.** The Employer agrees that he will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union nor will he/she interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.



**Section 2.16.** The Employers agree to respect the jurisdiction rules of the Union and shall not direct or require their employees or other persons other than the employees in the bargaining units here involved to perform work which is recognized as the work of the employees in said unit.

**Section 2.17.** The Union reserves the right to discipline its members for violations of its laws, rules and agreements.

**Section 2.18.** Members of the Union shall not be discriminated against in any way by an Employer for Union activities on their part in behalf of the Union. No shop or job steward appointed by the Business Manager of the Union shall be discharged by the Employer for his Union activities. On jobs of five (5) men or more the job steward shall be the last man laid off, with the exception of the foreman. The Business Manager, shop steward, and Employer shall meet and discuss the layoff of the shop steward when work slows down or for cause. It is not the intent to create a lifetime job for someone by making them a shop/job steward.

It is further agreed that the Business Manager, shop steward, and Employer shall meet prior to selecting a job steward to discuss said appointment.

**Section 2.19.** The official representative of the Union and the Employer shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

#### **PICKET LANGAUGE:**

**Section 2.20.** It shall not be a violation of this Agreement for the employees covered here under to refuse to cross a picket line and perform work in any instance where the picket line has been authorized by the Union picketing.

#### **TOOL LIST:**

**Section 2.21.** Journeyman wiremen shall provide themselves with a complete standard customary set of tools for electrical construction work.

**Section 2.22.** The Employer shall furnish all other necessary tools, including vises, stocks, dies, pipe cutters, saw blades, wrenches of fourteen inches or more in length, high speed drill bits and taps, box or open end wrenches over 3/4", socket sets larger than 1/4" drive, all power tools, all meters other than a Wiggins or a multi-meter, and all communication equipment. Workmen shall be held responsible for the communication equipment. Workmen shall be held responsible for the tools or equipment issued to them provided the Employer furnishes the necessary lockers, tool boxes or other safe place of storage.

**Section 2.23.** The employers and the union will comply with all laws preventing discrimination against any employee because of race, color, religion, sex, national origin, age, handicap, or veteran status.

## **ANNULMENT/SUBCONTRACTING:**

**Section 2.24.** The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph 2 of this section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

## **WORK PRESERVATION:**

**Section 2.25.** (a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction of the type covered by this Agreement, under its own name, or under the name of another, as a corporation, company, partnership, or any other business entity including a joint-venture, wherein the Employer, through its officers, directors, partners or control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations of this section shall be considered as a dispute and shall be processed with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

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

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

**Section 2.26.** Any disputes under this Article as with all other Articles of this contract shall be subject to the disputes resolution procedure set forth in this Contract. Unless otherwise provided by law; any such disputes shall first be submitted to that procedure for final resolution.

**Section 2.27.** All grievances shall be filed within 10 working days of the incident giving rise to the grievance or dispute, the aggrieved party shall give notice of the incident, along with the pertinent details, to his authorized representative, who within an additional working day shall give written notice to the authorized representative of the other party to the dispute.

**Section 2.28.** Employers shall furnish the Local Union with a copy of all documents (or policies) that are required to be signed by any employee upon employment and at any time during employment prior to implementation or use of the document or policy.

**Section 2.29.** Establish a sub-committee from the Labor/Management Committee to address WD-10 reporting and a procedure that is acceptable to both parties.

**ARTICLE III**  
**HOURS/WAGES/WORKING CONDIDITONS**

**HOURS: (Workday/Workweek)**

**Section 3.01.** (a). Eight hours' work between the hours of 7:00 a.m. and 5:30 p.m. with not less than one-half hour for lunch, shall constitute a work day. Forty hours within five days, Monday through Friday inclusive, shall constitute a work week. All work performed after the regularly established quitting time until 12:00 midnight shall be paid for at one and one-half times the regular rate of pay.

(b). The normal straight time shift may be started at 6:00 a.m., on a job basis, if mutually agreed to by the majority of the employees and the Employer. The established job scheduled hours shall be maintained for a minimum of three (3) regular workdays. The three (3) day minimum does not apply to service truck drivers.

All overtime between midnight and the regular starting time to be paid at time and one-half. Sundays, Holidays, and emergency calls that are within the eight (8) hour period prior to the regular starting time shall be paid at double time.

The Local Union will be notified of any changes in this shift.

(c). When job conditions require or when mutually agreed between the employers and employees, the contractor may work four (4-10) ten-hour shifts Monday - Thursday, with a voluntary weather make-up day on Friday.

Four ten (4-10) shifts can only be started on the beginning of a pay period. If employees are assigned to this shift mid-week from another job, they shall be paid two (2) hours overtime each day until the next pay week starts (8 hours plus 2 hours overtime). Only new hires can be assigned to four tens (4-10) mid-week. When employees are transferred off of a four ten (4-10) job to an eight (8) hour five (5) day a week job, they shall be paid overtime for the time spent on the four ten (4-10) job (8 hours plus 2 hours overtime). The Union shall be notified of all four ten (4-10) hour jobs, when they are starting and ending.

This is to stop the improper shifting of overtime between eight (8) hour jobs and ten (10) hour jobs overriding each other.

(d). If a recognized holiday falls during the pay week, with the employers consent and, with the majority of employees on the jobsite in favor, the employees may elect to work four (4) ten (10) hour days for that week. The Union shall be notified with the name and location of all jobs to this schedule being implemented.

## **OVERTIME/HOLIDAYS:**

**Section 3.02.** All overtime between midnight and the regular starting time to be paid at time and one-half. Sundays and emergency calls that are within the eight (8) hour period prior to the regular starting time and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day, or days celebrated as such, shall be paid for at double the regular straight time rate of pay. The Friday following Thanksgiving Day, falling on Thursday, shall also be observed as a holiday. 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.

All work performed on Saturdays between the regularly established starting time and 12:00 midnight shall be paid at one and one-half times the regular straight-time rate of pay.

All overtime work shall be equally divided between all employees working on a specific job.

**Section 3.03.** No work shall be performed on Labor Day except in case of emergency, and then only after permission is granted by the Business Manager of the Union.

## **PAYROLL OPTIONS:**

**Section 3.04.** Each Employee shall be provided on a payroll check stub or statement attached, information as follows: weekly gross earnings, a breakdown for straight time and premium time and amounts paid, a list of deductions for FICA, State, Federal, other taxes, and other authorized deductions. All pay-checks and/or stubs given to employees will be in sealed envelopes.

Any workmen laid off or discharged by the Employer shall be paid all his wages immediately, less any monies due the employer. In the event he is not paid off, waiting time at the applicable rate shall be charged at the regular straight time rate of pay

The employee shall have the option to receive his/her pay in one of the following three ways: 1) Paychecks and stubs shall be mailed to a specified address of the employees choosing postmarked on Thursday 2) Electronically deposited to an account of the employees choosing 3) conventional check picked up at the shop after working hours on the designated pay day. This choice shall not be changed more than 3 times per year.

Wages that are deposited electronically shall be transmitted to ACH (automated clearing house) prior to the close of the bank's electronic business day on Thursday. The employee has the choice of using up to three separate bank accounts to have their funds deposited to. Any employee receiving pay by electronic deposit shall have a pay stub mailed and postmarked by the Thursday prior to the designated pay day to an address of the employee's choosing.

In the event the Employer's payments are refused on account of insufficient funds, the Employer so offending shall thereafter be required to pay all wages in cash.

When an employer finds it is not feasible to offer the three (3) methods of payment listed above, the employer shall have employees' payroll delivered to the jobsite no later than the end of the workday on Friday of the workweek previously worked.

In the event that it is decided by the Labor/Management Committee that an employee is not paid timely according to this Agreement, the employee shall be paid an additional five percent (5%) of the gross amount owed per calendar day until proper payment is made. In the event the Labor/Management Committee cannot come to a resolution, then they shall follow the procedures laid out in Article I Section 1.08. Penalties do not apply in the instance of bank error.

In the event that it is found that the fringe benefits were underpaid, the employer will have 5 business days from notification from the local union of the underpayment to file an amended report and make payment. In the event that the payment is not paid within the 5 business days, the penalties shall be in force from the date the payment was initially owed until payment is made. This section shall not preclude the trustees from collecting payments and other penalties spelled out in this agreement or the trust documents.

Pay stub should indicate the appropriate wage scale and pension contribution itemized by the area in which they are earned. (*Pension will replace an existing contribution that is not a direct benefit to the individual, ie. LLMCC.*)

### **CLASSIFICATION/WAGES:**

**Section 3.05.** The minimum hourly rate of wages shall be as follows:

		<u>12/01/2018</u>
Journeyman Wireman		\$28.50
Journeyman Technician	100% of Journeyman Wireman Rate	
Foreman	+ 6% of Journeyman Wireman Rate	\$30.21
General Foreman	+ 12% of Journeyman Wireman Rate	\$31.92

### APPRENTICE WIREMAN – SIX (6) PERIODS

5 <sup>th</sup> period	80% of Journeyman Wireman Rate	\$22.80
6 <sup>th</sup> period	90% of Journeyman Wireman Rate	\$25.65

**\*\*\* SEE APPENDIX V \*\*\***

### FUTURE INCREASES:

12/01/2019	\$1.25
12/01/2020	\$1.25

The Local Union shall be allowed to direct any monies to the Local Pension Plan.

**Section 3.06.** No travel time shall be paid before or after working hours to workmen for traveling to or from any job in the jurisdiction of Local #405 when workmen are ordered to report on the job.

**TRAVEL TIME:**

**Section 3.07.** (a). Wages shall be paid for all time in going from shop to the job, from the job to the shop and from job to job.

(b). Travel Time and Mileage: Workmen shall not be required as a condition of employment to furnish the use of an automobile or other conveyance to transport men, tools, equipment or material. All facilities for such transportation shall be provided for by the employer.

(c). Travel allowance shall be paid before and after working hours to any workmen traveling to or from any job site outside of Local Union 405 at the rate of fifty cents (\$.50) per mile, both directions. It is noted that mileage pay starts at the jurisdictional line.

(d). An employee working outside the local jurisdiction of this agreement, who is required by the contractor to stay overnight, shall have his/her lodging and travel paid for and shall receive per diem for meals and incidentals as allowed by the Internal Revenue Service.

The Employer shall pay travel, Health and Welfare if not covered by reciprocity, and withhold vacation and holiday deduction for employees working daily outside the jurisdiction of Local Union #405.

**Section 3.08.** Workmen shall either carry their lunch or furnish their own transportation for leaving the job to go to lunch.

**Section 3.09.** (a). On all jobs requiring four (4) workmen, one journeyman wireman shall be appointed as foreman by the Employer and shall receive six percent (6%) per hour above the journeyman wireman's rate of pay. The maximum number of workmen that a foreman can supervise shall be ten (10) workmen. When there are four (4) foremen on a job, one foreman shall be designated as general foreman and shall receive twelve percent (12%) per hour above the journeyman wireman's rate of pay. Foremen are to accept orders only from general foremen or the Employer's representative, when general foremen are employed on a job. General foremen are allowed to work with the tools and run one project at a time. General foremen are not allowed to supervise a crew.

It is further agreed that no foreman shall have charge of more than one job.

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 or the Employer's representative.

When two or more foremen are working on the same job, the Employer shall designate to the Business Manager of Local Union #405 the foreman in charge of this job.

(b). Each Employer is allowed to appoint one (1) General Foreman per thirty employees (30) per shop, to be designated as the Employer's representative with this General Foreman being allowed to work with the tools. The Employers will notify the Local Union with the person's name designated by the Employer.

**Section 3.10.** When employees are directed to report to a job and do not start work due to weather conditions, lack of material or other causes beyond their control, they shall receive two (2) hours pay unless notified at least one (1) hour before their scheduled start time. The employee shall notify the Employer before 7:00 a.m. on days that he is unable to report for work. The employee must furnish the Employer with his/her home phone number or some means of communication to qualify for show-up pay.

At the time of the layoff the employee shall be allowed at least one-half hour to pick up his tools and shall at this time return all Employer-owned tools in his possession to the Employer or his representative.

When any employee is terminated from employment, the Employer shall give to the employee a written Termination Notice, a copy of which shall be sent to Local Union #405, and the Cedar Rapids/Iowa City Division, Iowa Chapter, NECA. Termination Notice shall state the reason for termination as well as the effective date and time. Termination Notices are due in the Local Union Office no later than ten (10) working days after an employee is terminated.

### **SHIFT WORK:**

**Section 3.11.** When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

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

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



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

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

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

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

**Section 3.12.** All conduit shall be cut and threaded by members of the bargaining unit. Where pipe cutting and threading machines are used, such shall be operated by workmen employed under the terms of this Agreement. There shall be no restrictions of the use of machinery, tools, or appliances, as long as they shall be operated by workmen employed under the terms of this Agreement.

#### **FRINGES:**

**Section 3.13.** (a). Each month all contributions and deductions required by this agreement shall be made to the proper receiving agents along with the corresponding payment and payroll transmittals on or before the fifteenth (15<sup>th</sup>) day of the month following the month the contributory hours were worked. If the 15<sup>th</sup> of the month falls on a Saturday, Sunday or a holiday, the contributions shall be due the business day immediately preceding the 15<sup>th</sup> of the month. The Employer shall submit contributions to the Plan's Third-Party Administrator (Auxiant, P.O. Box 75008 Cedar Rapids, IA 52407-5008) or other location as determined by fund trustees and communicated to the Employers.

Listed below are the funds and their corresponding rate of contribution:

**NATIONAL ELECTRICAL BENEFIT FUND**                      3% of gross payroll

**IBEW LOCAL PENSION FUND**                      \$7.36 per hour on actual hours worked plus \$7.36 per hour on all double time premium hours, or \$3.68 per hour on all time and one-half premium hours worked for each employee. Pension contributions for apprentices see Section 2.07 (b), (c), & d)

**401-K (VOLUNTARY CONTRIBUTIONS)**                      \$.50 or multiples of \$.50 with participants allowed to withhold maximum amounts allowable by state and federal laws

<b>IBEW LOCAL #405 HEALTH/WELFARE</b>	\$6.64 per hour on actual hours worked, plus \$6.64 per hour on all double time premium hours, or \$3.32 per hour on all time and one-half premium hours worked for each employee
<b>ADMINISTRATIVE MAINTENANCE FUND</b>	\$.15 per hour on all employees (Employer contribution)
<b>NATIONAL LABOR MANAGEMENT COOPERATIVE COMMITTEE (NLMCC)</b>	\$.01 per hour on all employees (Employer contribution)
<b>LOCAL LABOR MANAGEMENT COOPERATIVE COMMITTEE (LLMCC)</b>	0¢ per hour worked employer contribution.
<b>IBEW #405 WORKING ASSESSMENTS</b>	3% of gross payroll
<b>JATC 1 - EMPLOYER CONTRIBUTION</b>	1% of the gross labor payroll (excludes Helpers)
<b>JATC 2 - EMPLOYEE CONTRIBUTION</b>	1% of the gross labor payroll (excludes Helpers)
<b>NEIF (NECA MEMBERS ONLY)</b>	1% of gross labor payroll

(b). All above listed contributions are due at said location not later than fifteen (15) calendar days following the end of each calendar month.

All reports and contributions that are not received by the fifteenth day following the end of each calendar month shall be deemed delinquent and shall be assessed penalties as outlined in Section 3.13(d) of this Agreement.

Employing firms who fail to remit regularly shall be subject to termination of this Agreement upon the Union serving written notice of termination. Such termination shall be effective seventy-two (72) hours after the giving of such notice unless the delinquency is remedied prior to the expiration of such seventy-two (72) hours.

(c). PENSION FUND DEFAULT CONTRIBUTION RATE: Unless otherwise specifically stated in this agreement, the contractor's hourly contribution rate to the contributory pension funds shall be the Journeyman contribution rate set forth in: Article III, Section 3.13.

(d). PENALTY FOR DELINQUENT CONTRIBUTIONS: All reports and contributions that are not received by the 15<sup>th</sup> of the month or the immediately preceding business day, if the 15<sup>th</sup> of the month falls on a Saturday, Sunday or holiday, following the end of each calendar month, shall be deemed delinquent. If the reports and contributions are not received by the 15<sup>th</sup> day following the end of each calendar month, there shall be assessed liquidated damages in the amount of (\$50.00) per day for each and every calendar

day the reports and contributions continue to be delinquent. If the above payments are not received by the 15<sup>th</sup> of the month, or the immediately preceding business day if the 15<sup>th</sup> falls on a Saturday, Sunday or a holiday, then the contributing contractor shall have accumulated a delinquency mark. A contractor who accumulates 2 delinquency marks in a 12-month period shall be required to post with the Fund's Third-Party Administrator an irrevocable letter of credit equal to the average total benefit contributions based upon an average of the 3 preceding months. If the contractor has not made contributions for the preceding 3 months, then the amount of the letter of credit shall be established by the Compliance Sub-Committee of the Joint Labor Management Relations Committee.

In the event the trustees are required to place any contractor account in the hands of a legal counsel for collection, the employer shall be liable, in addition to all scheduled contributions, for all attorneys' fees and all reasonable costs incurred in the collection process including but not limited to filing fees, sheriff's fees, audit costs, interest and other expenses incurred by the trustees.

NOTICE: The Internal Revenue Code imposes penalties on contractors who do not make their 401(k) contributions on or before the end of the 15<sup>th</sup> business day of the month following the month in which the contribution hours were worked. These penalties are separate and distinct from the late contribution penalties set forth in this agreement.

(e). COMPLIANCE DIVISION. For the purpose of monitoring accurate payment and performance under the Agreement, it is mutually agreed that a compliance division consisting of three Union and three Employer representatives may serve and hold meetings for the purposes of ensuring correct and accurate payment and performance under the terms of this Collective Bargaining Agreement. This compliance division shall have the powers to conduct contractor audits by a mutually acceptable accounting firm. The creation of this division shall in no way limit each fund's obligation to collect and monitor their own contributions or in any way reduce or infringe on the fiduciary responsibilities of each of the fund's trustees. The members of this division shall be held harmless from any potential liability arising under ERISA laws or otherwise. The members of this division may, in writing, establish reasonable guidelines for the performance of their activities which shall be available to all Employers and employees upon execution of the Collective Bargaining Agreement. The members of this committee may further delegate to the Business Manager of the Local Union and the Chapter Manager of the Iowa Chapter NECA, their agents for the purposes of facilitating prompt response and action when required under this compliance division. All expenses incurred by this division shall be divided by each fund on a prorated basis.

(f). All Employers signatory to the Local Union #405, IBEW, and Cedar Rapids/Iowa City Electrical Contractor's Association's Labor Agreement will be subject to audits on a random basis.

(g). COMPENSATION. It is understood and agreed that the hourly compensation for employees working under this Agreement is the sum of the hourly wage

and fringe benefit contributions specified in this agreement. Although the parties have agreed to divide the employee's total hourly compensation into direct wages and indirect compensation in the form of fringe benefit contributions specified herein, the sum of the wage and fringe contributions is the total hourly economic benefit to be received by employees for working under this Agreement. If an employee receives less than this amount, either on his/her paycheck or with regard to fringe contributions, or both, such an employee has not received his/her full pay for work performed under this Agreement and shall be entitled to all legal redress available for full payment of his/her compensation due under the terms of this Agreement.

(h). All employers working in the Iowa City jurisdiction (Poweshiek, Iowa, Johnson counties) will complete a separate Iowa City payroll transmittal form for any and all hours worked in said jurisdiction.

**Section 3.14.** All wages shall be paid on Friday as per Section 3.04. In the event that holidays conflict with the normal payday, wages shall be paid the day prior to the holiday. All employees must have their time cards turned in to their Employer three (3) working days prior to the day wages are to be paid. The payroll week shall run Monday through Sunday. Not more than five (5) days wages may be withheld in a payroll period.

**Section 3.15.** Workmen shall install all electrical work in a safe and workmanlike manner, and in accordance with applicable code and contract specification requirements.

**Section 3.16.** A journeyman wireman shall be required to make corrections on improper workmanship for which he/she is responsible on his/her own time and during the regular working hours, unless errors were made by orders of the Employer or the Employer's representative.

**Section 3.17.** Adopt current NFPA 70E Standards. In addition, all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more journeymen wiremen must work together.

**Section 3.18.** The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed, or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers and is so recognized by the Employer.

**Section 3.19.** Material delivery shall be made by the Employer, Employer's representative, or workmen employed under the terms of this Agreement. Workmen shall not be required or permitted to haul Employer's materials or tools in their own vehicles. The Employer's representative, if not an apprentice electrician or journeyman electrician, shall not perform electrical work.

**Section 3.20.** Not more than one member of a firm (Employer) shall be permitted to work with the tools, and then only when at least one (1) journeyman wireman is working with

him/her under the terms of this Agreement. The name of the working member of the firm (Employer) and his proof of ownership shall be filed with the Business Manager and the Executive Board of the Union.

**Section 3.21.** An employee shall not be required to perform work on poles, on a scaffold or ladders, when working 40 feet in the air, unless accompanied by at least one other workman, working under the terms 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 interest 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 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 procedures.

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

Journeyman Wireman - Journeyman Technician

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

Group 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 four or more years experience in the trade and who have passed a journeyman wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a journeyman wireman by any Inside Joint Apprenticeship and Training Committee.

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

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

**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 employee."

**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: Poweshiek, Iowa and Johnson counties in the State of Iowa.

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 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 IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years experience in the trade.

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

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

**Section 4.14.** (a). Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I, in the order of their place on the "Out of Work List," and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

#### **REPEATED DISCHARGE:**

**Section 4.14.** (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 4.15.** The only exceptions which shall be allowed in this order of referral are as follows:

(a). When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b). The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements,



provided, however, that all names in higher priority groups, if any, shall first be exhausted before such overage reference can be made.

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

**Section 4.17.** It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

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

**Section 4.19.** A copy of the referral procedure set forth in this 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.** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

**ARTICLE V**  
**APPRENTICESHIP & TRAINING**

**Section 5.01.** 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 (un-indentured, intermediate journeymen, etc.).

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

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

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

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

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

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

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

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

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

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

**Section 5.08.** The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture 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 they are not to work on wage-and-hour (prevailing wage) job sites.

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

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

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

**Section 5.12.** Each job site shall be allowed a ratio of 2 apprentice(s) for every 3 Journeyman Wiremen.

<i>Number of Journeymen</i>	<i>Maximum Number of Apprentices/Unindentured</i>
1 to 3	2
4 to 6	4
etc.	Etc.

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

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

**Section 5.13.** An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

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

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

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

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

**Section 5.16.** All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is one percent of gross payroll (Employer contribution), inclusive of all classifications (except Helpers), and one percent of gross payroll (Employee contribution), inclusive of all classifications (except Helpers). This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust

**ARTICLE VI**  
**FRINGE BENEFITS**

**NEBF:**

**Section 6.01.** It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

**ADMINISTRATIVE MAINTENANCE:**

**Section 6.02.** All Employers signatory to this labor Agreement with the Cedar Rapids/Iowa City 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 to the Iowa Chapter Receiving Trust, and the JATC funds shall be submitted to Auxiant, by the 15th of the month, and shall be bound by the same delinquency requirements as set forth in Section 3.13.

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

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

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

2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

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

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



**ARTICLE VIII**  
**LOCAL LMCC**

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

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

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

**Section 8.03.** Each employer shall contribute 0¢ per hour worked. 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 8.04.** If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

## ARTICLE IX

### NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

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

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

**Section 9.02.** The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each employer hereby accepts 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 one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The 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 an 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), 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 attorney's 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 designed by the IBEW and NECA.

## **SEPARABILITY CLAUSE**

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

## **GENDER LANGUAGE**

Whenever the male gender is used in this Agreement, the female gender is also intended.

IN WITNESS THEREOF, the parties have executed this Agreement on this 1<sup>st</sup> day of December, 2018.

CEDAR RAPIDS/IOWA CITY DIVISION, IOWA CHAPTER,  
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

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Chairman

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Executive Director

LOCAL UNION #405, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS

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President

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Business Manager

Subject to the approval of the International President of the International Brotherhood of Electrical Workers.



**APPENDIX I**  
**WAGE CLASSIFICATION**  
**UNINDENTURED**

<u>Section 3.04.</u> (d).		<u>12/01/18</u>
Unindentured	(50%)	\$ 14.25

## APPENDIX II

### ANNULMENT/SUB-CONTRACTING

The Employers shall not sub-contract any work to a non-signatory electrical contractor, to include:

1. Trenching
2. Directional Boring
3. Setting Poles
4. Auguring Holes
5. Pouring Concrete

The Employer will notify Local Union #405 before any trenching is performed.

## APPENDIX III

### LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LLMCC)

All LLMCC contributions shall continue to be paid based on referral.

**Section 8.05.** LLMCC checks to be signed by corresponding representatives from each side.

## APPENDIX IV

### SUBSTANCE ABUSE POLICY

The Cedar Rapids/Iowa City Division, NECA and IBEW Local 405 have formed an alliance (hereafter "Alliance") to address the problems caused by drug and alcohol abuse. It is the Alliances' purpose to provide a vehicle to help establish and maintain a work-place free of the destructive effects caused by the use of drugs and alcohol.

*[See attached Substance Abuse Policy]*

In order to fund Substance Abuse Testing, every Employer under the terms of this Collective Bargaining Agreement, shall contribute \$.04 per hour on ALL hours worked, excluding Helpers. This money shall be used to establish and pay for Substance Abuse Testing.

This \$.05 per hour contribution, will be effective December 1, 2007, and should be sent to Auxiant on a monthly basis as part of the check that covers the other required fringe benefits.

These funds are to be at the complete control of the employers and may be implemented or discontinued as needed to pay for the required Substance Abuse Testing.

## APPENDIX V

### 10 PERIODS OF APPRENTICESHIP

PLEASE NOTE: THE INFORMATION LISTED ON THIS CHART DOES NOT TAKE EFFECT UNTIL THE APPRENTICESHIP CLASS OF 2016 IS INDENTURED.

**\*\*\* BE SURE TO CONFIRM ASSIGNMENT WITH THE JATC. \*\*\***

BASE RATE	JW PENSION	PERIOD	PERCENTAGE	APPRENTICE PAY RATE	PENSION RATE
<b>1ST YEAR</b>					
\$34.92	\$7.36	1	45%	\$15.71	\$3.31
\$34.92	\$7.36	2	45%	\$15.71	\$3.31
<b>2ND YEAR</b>					
\$34.92	\$7.36	3	50%	\$17.46	\$3.68
\$34.92	\$7.36	4	50%	\$17.46	\$3.68
<b>3RD YEAR</b>					
\$34.92	\$7.36	5	55%	\$19.21	\$4.05
\$34.92	\$7.36	6	55%	\$19.21	\$4.05
<b>4TH YEAR</b>					
\$34.92	\$7.36	7	60%	\$20.95	\$4.42
\$34.92	\$7.36	8	60%	\$20.95	\$4.42
<b>5TH YEAR</b>					
\$34.92	\$7.36	9	75%	\$26.19	\$5.52
\$34.92	\$7.36	10	75%	\$6.19	\$5.52

MEMORANDUM OF UNDERSTANDING  
IOWA CITY INSIDE CBA  
HELPERS

This Memorandum of Understanding is a supplement to the Iowa City Inside Collective Bargaining Agreement and carries the full force and effect of said agreement.

- Contractors will be allowed to hire Helpers with notification to the IBEW #405 office.
- Helpers shall be paid first-year apprentice wages (based on rate for 10 periods of apprenticeship), plus NEBF. (No additional benefits to be paid.)
- Helpers are excluded from the JATC contribution.
- Helpers shall be allowed to perform the same work as a First-Year Apprentice.
- Helpers shall be reported on the Iowa City shop reports.
- If an apprentice is unemployed and willing to work in the lower three (3) counties, no new Helpers will be allowed until that Apprentice is returned to work.
- Helpers will only be allowed to perform work in the Iowa City jurisdiction.
- Helpers in no way will be referred, restricted or indentured with the Cedar Rapids Joint Apprenticeship & Training Committee.
- Language in this MOU must meet State Licensing guidelines.
- Residential Wiremen and Apprentices may be used as Helpers under the terms of this agreement at their present wage package if they have been employed not less than 90 calendar days and may be employed under the jurisdiction of this agreement for a period not to exceed 90 days per calendar year.
- An employee cannot work as a Helper if they currently hold one (1) of the following IBEW #405 classifications: Journeyman Wireman, Apprentice, or VDV Technician.

This Memorandum of Understanding is subject to change or termination only by mutual consent of the parties to the Iowa City Inside Collective Bargaining Agreement.

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Executive Director

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Business Manager