

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LOUISVILLE METRO GOVERNMENT

AND

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS AFL CIO-CLC,
IBEW LOCAL 369**

DEPARTMENT OF PUBLIC WORKS AND ASSETS

Effective Date: December 17, 2009

Expiration Date: June 30, 2011

PREAMBLE	1
ARTICLE 1	SCOPE AND RECOGNITION.....	1
ARTICLE 2	MANAGERIAL RIGHTS	2
ARTICLE 3	SUBORDINATION.....	2
ARTICLE 4	NO STRIKES AND LOCKOUTS.....	2
ARTICLE 5	UNION SECURITY	2
ARTICLE 6	UNION BUSINESS	3
ARTICLE 7	JOB DUTIES AND POSITIONS.....	5
ARTICLE 8	APPRENTICES.....	6
ARTICLE 9	DISCIPLINE.....	9
ARTICLE 10	GRIEVANCE/MEDIATION/ARBITRATION PROCEDURE.....	11
ARTICLE 11	SENIORITY.....	12
ARTICLE 12	JOB VACANCIES, JOB AND SHIFT ASSIGNMENTS	13
ARTICLE 13	LAYOFF AND RECALL	15
ARTICLE 14	SALARY SCHEDULE, LONGEVITY AND SHIFT PREMIUM.....	15
ARTICLE 15	WORK WEEK AND OVERTIME.....	19
ARTICLE 16	CALL OUT TIME AND REPORTING TIME	20
ARTICLE 17	TOOL MAINTENANCE ALLOWANCE AND REQUIRED CLOTHING....	20
ARTICLE 18	IMSA TESTING, INCENTIVE PAY, TRAINING, AND LICENSES.....	21
ARTICLE 19	COMMERCIAL DRIVER'S LICENSE	22
ARTICLE 20	ACCURAL AND SCHEDULING OF VACATION.....	23
ARTICLE 21	PERSONAL DAY AND HOLIDAYS.....	24
ARTICLE 22	INSURANCE	25
ARTICLE 23	SAFETY AND HEALTH.....	26
ARTICLE 24	CERTAIN BENEFITS.....	27
ARTICLE 25	ENTIRE AGREEMENT.....	30
ARTICLE 26	NO SUBCONTRACTING.....	31
ARTICLE 27	SUCCESSOR CLAUSE.....	31
ARTICLE 28	RETROACTIVITY.....	31
ARTICLE 29	TERM.....	31
ATTACHMENT A – TOOL LIST	33

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this _____ day of _____, 2009, by and between LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (hereinafter referred to as "Metro Government"), and the International Brotherhood of Electrical Workers, AFL CIO-CLC, IBEW LOCAL 369 (hereinafter referred to as "IBEW LOCAL 369"). The parties to this Agreement desire to promote and maintain an excellent employment relationship among Metro Government, the IBEW Local 369 and the employees covered by this Agreement, and to maintain working conditions at the highest possible level.

ARTICLE 1 SCOPE AND RECOGNITION

Section 1. In consideration of the promise on the part of Metro Government to pay the agreed scale of wages incorporated into this Agreement, and the promise of the employees covered by this Agreement to do the work required by Metro Government in a workmanlike manner, together with other valuable considerations as set out in this Agreement, the parties hereto mutually agree to be bound by the terms and conditions contained herein.

Section 2. Metro Government recognizes IBEW Local 369 as the sole and exclusive collective bargaining agent for Electrical Maintenance employees in the listed classifications regarding wages, hours and conditions of employment. As used in this Agreement, "Member" means an employee of Electrical Maintenance in the following classifications represented by IBEW LOCAL 369:

- 7787 E.M. General Foreman
- 7790 E.M. Foreman
- 7793 E.M. Electrician "A" Journeyman
- 7792 E.M. Fourth Year Apprentice
- 7003 E.M. Third Year Apprentice
- 7002 E.M. Second Year Apprentice
- 7001 E.M. First Year Apprentice

Section 3. Whenever such masculine words as "he," "him," or "his" are used in this Agreement, such words shall also include such feminine words as "she," "her," and "hers."

Section 4. Metro Government's Personnel Policies shall not apply to the Members unless specifically addressed in this Agreement.

ARTICLE 2 MANAGERIAL RIGHTS

The operation, control and management of Electrical Maintenance and all of its activities in connection therewith which are covered or affected by this Agreement and the supervision and direction of the workforce of said Electrical Maintenance are and shall continue to be solely and exclusively the functions and prerogatives of the Management of Electrical Maintenance, other than those set forth and limited by provisions of this Agreement.

ARTICLE 3 SUBORDINATION

In the event that any of the provisions of this Agreement are declared unlawful by State or Federal Legislative Act, or Judicial ruling, such provisions shall become inoperative, but the remainder of this Agreement shall not be affected thereby. If any provisions become inoperative, it or they shall be renegotiated within sixty (60) calendar days.

ARTICLE 4 NO STRIKES AND LOCKOUTS

There will be no strike, refusal to work, slowdown, sit down or picketing by IBEW Local 369 or the Members, or lockout on the part of Metro Government, during the term of this Agreement; provided, however, that a Member may refuse to enter upon the premises of any other employer, if the employees of such employer are engaged in a strike ratified or approved by a representative of such employees whom such other employer is required to recognize pursuant to an applicable State law or the Labor Management Relations Act of 1947, as amended. In consideration of this Agreement, IBEW Local 369 agrees not to sue Metro Government, its officers or representatives and Metro Government agrees not to sue IBEW Local 369, its agents or members, concerning any labor matters in any court of law or equity.

ARTICLE 5 UNION SECURITY

Section 1. Payment of IBEW LOCAL 369 membership dues and fees, or fair share fee shall be a condition of employment for all Members of the bargaining unit.

Section 2. The check-off of regular IBEW LOCAL 369 membership dues and any initiation fees for new employees shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. Members wishing to revoke their IBEW

LOCAL 369 membership must notify the Metro Government and the IBEW LOCAL 369 expressly and individually, in writing by certified mail that such dues are not to be deducted. The fair share fee shall be deducted from Members' wages and remitted to the IBEW LOCAL 369, with or without written authorization by the Members. The date for the commencement of the fair share deduction shall be determined by the IBEW LOCAL 369 with appropriate advance notice given to the Metro Government and affected Members.

Section 3. IBEW LOCAL 369 membership dues and fees shall be deducted weekly in an amount certified by IBEW LOCAL 369. All deductions shall be shown on the Members' paycheck stubs.

Section 4. IBEW LOCAL 369 membership dues and any and all fees shall be transmitted to the Business Manager/Financial Secretary of the IBEW LOCAL 369 weekly after such deductions are made. The IBEW LOCAL 369 shall notify Metro Government, in writing, of any change in the current and proper amount of its membership dues or any fees at least thirty (30) days prior to the change in deduction.

Section 5. Metro Government agrees to honor the written request of Members to have such deductions as specified from their regular pay for the IBEW PAC and Promotional Fund, which payments will be processed as specified above for dues and fees. The IBEW LOCAL 369 shall notify the Metro Government of the amount of these contributions at least thirty (30) days prior to the initial deduction.

Section 6. Metro Government agrees to honor the written request of Members to have deductions from their regular pay to an approved IBEW Credit Union.

Section 7. The IBEW LOCAL 369 shall hold the Metro Government harmless against any claims, legal or otherwise, which may arise from these deduction provisions that resulted from any intention, mistake, or error on the part of the IBEW LOCAL 369. A mistake as to law shall not be considered an intention, mistake, or error under this provision.

Section 8. Metro Government and IBEW LOCAL 369 agree not to discriminate, interfere with, restrain or coerce, either directly or through their agents, against any Member. No party hereto shall discriminate by reason of race, religion, color, age, sex, sexual orientation or national origin.

ARTICLE 6 UNION BUSINESS

Section 1. Contract Negotiations

The IBEW LOCAL 369 may select not more than three Members to represent IBEW LOCAL 369 in the negotiation of a collective bargaining agreement without loss of compensation. The names of such representatives of The IBEW LOCAL 369 shall be submitted to the Director.

Section 2. Stewards

Stewards shall be appointed by the Business Manager/Financial Secretary and must be given sufficient time to see that the Agreement is enforced on the job. Such Stewards shall, at all times, be held accountable by the Union. At no times shall the Stewards be discriminated against for the faithful performance of their duties.

Stewards designated to represent a Member shall be paid for the time lost from work during meetings and talks with representatives of Metro Government scheduled in the processing of grievances, mediation, arbitration and any legal proceeding.

Section 3. IBEW Local 369 Access

(A.) Bulletin boards. Metro Government agrees to provide IBEW LOCAL 369 designated space on available bulletin boards upon which IBEW LOCAL 369 may post notice of meetings, announcements, or information of interest to its members. IBEW LOCAL 369 further agrees that it will not post any material which would be derogatory to any individual, Metro Government, or which constitutes campaign material for or against any person, organization, or faction thereof. Campaign material does not include announcements or information regarding internal campaign elections of IBEW LOCAL 369. All notices of IBEW LOCAL 369 will consist of items in good taste and shall be signed by an IBEW LOCAL 369 steward or Business Representative. Any material that the shop supervisor determines to be in violation of this Agreement may be removed by the shop supervisor and IBEW LOCAL 369 will be so informed in writing with the reason. The Union bulletin board and the overtime bulletin board are to be located in a conspicuous place adjacent to the present overtime board or on the wall in the "runway" to the garage on Gray Street.

(B) Access to work locations. With reasonable notice to and with the approval of the shop supervisor, a non-employee representative of IBEW LOCAL 369 shall be allowed access to work locations and locations not accessible to the general public.

Section 4. Unpaid leaves approved

At the request of IBEW LOCAL 369, one Member who is elected or appointed to a position with IBEW LOCAL 369 may be granted leave without pay for participation in IBEW LOCAL 369 duties. When a Member on leave without pay under this provision, leaves his or her Union position, he or she shall be entitled to return to a job in the Member's classification provided he or she is qualified. The Member's seniority shall continue during his or her absence on such leave.

Section 5. T BEW LOCAL 369 Insignia

Members shall be allowed to wear insignias reflecting membership in IBEW LOCAL 369.

Section 6. Notice of new hires

Metro Government shall notify IBEW LOCAL 369 Business Representative when additional employees or replacements are needed. IBEW LOCAL 369 agrees to furnish said employees upon a nondiscriminatory basis within seventy-two (72) hours after receiving the request. The decision with regard to the hire or tenure of all employees shall be made by Metro Government. Metro Government shall notify IBEW LOCAL 369 within a reasonable period of any new employee added to the payroll in a position covered by this Agreement.

ARTICLE 7 JOB DUTIES AND POSITIONS

Section 1. Duties of the Members shall include, but is not limited to the installation, construction and maintenance of all electrical/electronic traffic control equipment and hardware (such as traffic signals, traffic controllers, school flashers and lane lights; fire circuitry; signal preemptions circuits for fire and railroad; decorative lights owned by Metro Government); troubleshooting tasks related to all the aforementioned electrical/electronic hardware, and installation, construction and maintenance of the civil defense system. The term hardware includes all items on which Members are qualified to work, excluding any operating systems. Metro Government shall make an effort to qualify Members on appropriate hardware, use of operating systems and to provide training to Members through the Agreement between Metro Government and the IBEW 369 LJATC.

Members' job duties may include electrical maintenance, installation and construction for other governmental entities under cooperative agreements between Metro Government and such governmental entities.

Section 2. A **General Foreman** shall work with tools and shall be utilized in overseeing more than one (1) job in a safe and workmanlike manner. Among other duties, the General Foreman shall assist management in laying out the work for the Foremen and in checking out the jobs in advance to estimate material/manpower needs. A General Foreman shall have knowledge of electronic, electrical, and mechanical theory. The General Foreman shall also participate in planning, assigning and reviewing the work of in-house technicians in installation, inspection, maintenance, and testing procedures; design and construct unique signal control equipment such as dimming circuits, warning devices, and signal preemption circuits for fire and railroad, all types of communications devices and test equipment; review and inspect all signal installations; and provide training to Members.

The General Foreman shall discharge the Union's and Metro Government's responsibilities to the public by seeing that the electrical work is performed in accordance with the Municipal Rules, Electrical Code Requirements and the Manual on Uniform Traffic Control Devices. It is further expected that the General Foreman through his/her knowledge of the trade will utilize materials and manpower in an efficient manner. This individual is expected to take charge of those persons assigned to his/her job.

Section 3. A Foreman is a workman in charge of any job where up to ~~six bargaining unit employees including himself, are employed at any one time~~ except for Controller Trucks, including C.D. tests (for tests only) equipment and parts runs. A Foreman shall also design and construct unique signal control equipment such as dimming circuits, warning devices, and signal preemption circuits for fire and railroad, all types of communications devices and test equipment; review and inspect all signal installations.

Among other duties he shall discharge the Union's and Metro Government's responsibilities to the public by seeing to it that the electrical work under his supervision is performed in accordance with the Municipal Rules, Electrical Code Requirements and the Manual on Uniform Traffic Control Devices. He is expected to direct journeymen and apprentices assigned to his job in a safe, workmanlike manner.

Section 4. A General Foreman or Foreman is to be present on the job at all times when work is being performed, except for C.D. tests, for tests only, or equipment and parts runs.

Section 5. During the term of this Agreement, Metro Government shall not reduce the current twenty-six (26) union positions in Electrical Maintenance and additionally will retain at least two General Foreman and six (6) Foremen.

ARTICLE 8 APPRENTICES

Section 1. In-House Apprentices

A. An apprenticeship program shall be established and maintained for the training of Members. This program shall afford all Electrical Apprentices the opportunity to work and learn all phases of the Electrician "A" Journeyman Classification as it pertains to Electrical Maintenance, specifically fire alarm, civil defense, traffic signals, construction, and general electrical maintenance. Completion of the apprentice program shall be mandatory for all Members hired in a beginning status of "apprentice".

B. Upon completion of one (1) year in the classification of Fourth Year Apprentice a Member shall be required to take a written and/or oral examination to determine his/her qualification for Electrician "A" Journeyman status. Upon successful completion of such written and/or oral examination the qualifying Member shall be promoted to Electrician "A" Journeyman status. Any Fourth Year Apprentice who fails to achieve a passing grade shall be prohibited from

taking said examination for a period of six (6) months. Should the apprentice fail to achieve a passing grade the second time, he/she will be allowed to take the exam a third and final time after an additional six (6) month period. Failure to pass the exam a third time will result in discharge without recourse to the grievance procedure. The above-described written and/or oral examination shall be developed and administered by Electrical Maintenance and IBEW.

C. During the four (4) year apprenticeship program the tuition for any school or course established in accordance with the apprenticeship training program shall be paid one-half (1/2) by the Member and one-half (1/2) by Metro Government pending successful completion of the course by the Member. Upon successful completion of said courses, the Member shall be reimbursed by Metro Government for expenditures in accordance with the Metro Government Tuition Reimbursement Program. A Member shall pay his proportion of the tuition prior to the start of the course or, in the alternative, sign a payroll deduction authorization card allowing Metro Government to deduct his proportionate tuition from those paychecks received subsequent to the start of the course.

D. An Electrician Apprentice shall not be permitted to work in the absence of an Electrician "A" Journeyman or a higher rated classification within the Bargaining Unit. Metro Government agrees not to employ any new Member in an Apprentice classification while there is an Electrician "A" Journeymen on layoff status. Metro Government and Union agree that no more than two (2) In-House Apprentices will be employed as part of any guarantee slots. If there is a need of more Apprentices from any guaranteed slots, the Director and the IBEW designee must mutually agree.

Section 2. LJATC Apprentice and Journeyman Training Agreement

A.) Metro Government agrees to accept and become signatory to all terms and conditions of the IBEW 369 LJATC Apprentice and Training agreement. Which for "Regular - Full Time" Temporary apprentices shall supersede the terms of this agreement.

B.) The IBEW 369 has fully disclosed to Metro Government the complete costs of participation in this apprenticeship program. There are no other costs or expenses of participation in this program at this time. Metro Government agrees and acknowledges that the LJATC Apprentice and Training Committee may pursuant to its by-laws, guideline etc., increase assessment, costs, etc. of participation in this program in the future.

C.) The IBEW 369 and LJATC Apprentice and Training Committee agree that it will not refer an apprentice to Metro Government for participation in this program as a "temporary Member" for more than twenty-five (25) weeks per year.

D.) Any temporary "Inside Agreement" Employee hired under this program shall not receive any other contractual benefits under the Metro Government and IBEW 369 Collective Bargaining Agreement in effect at that time.

E.) The "Inside Agreement" shall be incorporated by reference and attached to this Agreement. Should any provision of this Agreement be in

conflict or variance with the provisions of the "Inside Agreement," except where the parties have specifically agreed to such specific provision(s), then this Agreement shall be considered and held to be primary and authoritative and the "Inside Agreement" provision(s) shall be determined to be null and void on that issue(s). All other provisions of the "Inside Agreement" shall remain in full force and operative effect. Any Article, Section or provision of this Agreement is superior and takes precedence over and is authoritative over any Article, Section or provision of the "Inside Agreement" relating to Journeymen Electricians that are full-time regular employees of Metro Government. Journeymen Electrician of the Electrical Maintenance Division are not governed or regulated by the "Inside Agreement".

F.) "Temporary Journeymen" wage rate (as opposed to full-time regular Journeymen) shall be negotiated on an "as need" basis by mutual agreement of the parties.

G.) The following Articles and Sections are specifically deleted or amended from the "Inside Agreement":

i.) Art. III -Hours, Wages, Working Conditions

a) Sec.3.01. (a)

The standard workweek shall be eight (8) hours per day, five (5) days a week, Monday through Friday inclusive.

b) Sec. 3.02

These overtime provisions of the "Inside Agreement" are null and void and deleted from this agreement. The parties incorporate by reference all Overtime provisions in this Agreement.

c) Sec. 3.03 - Holidays

An apprentice and/or temporary journeyman, when working, shall be paid "Holiday Pay" for the listed holidays.

d) Sec. 3.06

"Pay for travel time" is null and void.

e) Sec. 3.08 - Supervision

This Agreement supersedes this provision and the Inside Agreement is null and void on this issue.

ii.) Art. II. Employer Rights - Union Rights

a) Sec. 2.04

"Surety Bond" Metro Government is precluded by Kentucky Statute from giving a surety bond required of corporate entities.

b) Sec. 2.06

Not relevant to Metro Government as a municipal entity.

c) Sec. 2.10 (b)

State Wage and Hour Law and this Agreement do no permit such a "corrections" provisions.

iii.) The Parties agree that the provisions of Art. 10 of this Agreement "Grievance Procedure" are applicable to and take precedent over any provisions of the "Inside Agreement" relative to any grievance and arbitration clause. Additionally, should any one of the parties disagree with, object to, or dispute the application of any provision,

Article, Section, etc. of this "Inside Agreement", the parties agree to arbitration by the Louisville Labor Management Committee, inclusive of its procedural regulations and procedures.

H.) This Agreement in no way deletes or supersedes any guarantee of a minimum number of slots in this Bargaining Unit.

I.) Metro Government and Union agree that no more than two (2) Inside Apprentices will be employed as part of any guarantee slots. If there is a need of one (1) additional Inside Apprentice from any guaranteed slots, the Director and the IBEW designee must mutually agree. It is also agreed the apprentice(s) will work with the journeymen.

ARTICLE 9 DISCIPLINE

Section 1. With the exception of Members serving the sixty (60) calendar day probationary period, no Member shall be discharged or disciplined without good and sufficient cause. All disciplinary action shall be cumulative for a 180-day period. The Metro Government will not use as a basis for warning, reprimand, suspension or discharge any disciplinary action older than 180 days.

Section 2. The following offenses are infractions of department rules for which a Member may be subject to progressive discipline: First offense – documented WARNING/VERBAL; Second offense – written REPRIMAND; Third offense – SUSPENSION WITHOUT PAY; Fourth offense – DISCHARGE. Progressive discipline will only be advanced when the infraction is of a like nature.

- a. Abuse of sick leave as defined by this Agreement
- b. Knowingly disregarding safety/traffic/equipment operating regulations
- c. Failure to report a traffic accident, damage to vehicle or property
- d. Acting immorally or indecently, offensive language.
- e. Improper use or failure to respond to radio equipment
- f. Failure to report to work
- g. Failure to ring time card, except a Member shall be allowed one absence per six (6) month period for failure to "clock in" at the appointed time to begin work. The Member shall not receive pay for such period of time not worked, unless his/her correct shift start time was validated by a supervisor as being "on time."
- h. Tardy for any reason. A Member is considered tardy from 1 minute to 5 minutes. A Member is granted two grace tardy periods per calendar year.
- i. Reporting late to work. Reporting over 5 minutes late is considered late and starts progressive disciplinary action.
- j. Leaving work area without permission of supervisor
- k. Leaving work before authorized quitting time
- l. Unexcused absence for one (1) day
- m. Misrepresentation of facts pertaining to Department incidents
- n. Failure to immediately report an on-the-job injury to a supervisor

- o. Failure to wear required safety equipment while on duty
- p. Improper utilization of time, material, or equipment
- q. Gambling while on duty or on Metro property at any time
- r. Failure to wear seat belts in any Metro vehicle or equipment

Section 3. The following offenses are infractions of department rules for which a Member may be immediately removed from the job site, and suspension or termination actions initiated:

- a. ~~Drinking or in possession of, or apparently under the influence of~~ intoxicating liquor or drugs or misuse of prescription drugs while on duty
- b. Possession of a deadly weapon on Metro property or in a Metro vehicle
- c. Fighting or inciting a fight
- d. Being insubordinate or refusing to comply with supervisor's instructions
- e. Deliberately ringing another employee's time card
- f. Unauthorized use of Louisville Metro Government vehicles and equipment
- g. Falsifying records, presenting fraudulent claims
- h. Theft, destruction, or mutilation of Louisville Metro Government property
- i. Serious disregard of safety/traffic/equipment operating regulations that rises to the level of causing injury, endangering life and/or major damage to property
- j. Unexcused absences of three consecutive days
- k. Sleeping while on duty
- l. Failure to report a suspended or revoked drivers license
- m. Verbal or physical threats or acts of violence that creates an intimidating or hostile work environment
- n. Immoral or indecent acts that are severe in nature such as indecent exposure, physical contact, viewing pornographic material or web sites, explicit gestures.

Section 4. Any Member covered by this Agreement who has been discharged or suspended without pay shall have the right to file a written grievance against Metro Government, within seven (7) working days from the time of discharge or suspension at Step 3 of the grievance procedure. Provided, however, a discharge or suspension without pay for other than the offenses listed here shall not take effect prior to a Step 3 meeting pursuant to Article 10, Grievance Procedure with the Director of Human Resources.

These offenses are:

- a) fighting,
- b) carrying a weapon on Metro Government premises or in a Metro Government vehicle,
- c) being intoxicated or under the influence of non-prescription drugs, or

- d) any other offense which endangers any Member or member of the public.

ARTICLE 10 GRIEVANCE/MEDIATION/ARBITRATION PROCEDURE

Section 1. A grievance may be initiated by IBEW LOCAL 369 or an aggrieved Member. The Metro Government shall not retaliate, coerce or discriminate in any manner against any Member or stewards for initiating a grievance. An IBEW LOCAL 369 representation (a steward, business representative or officer) shall be at all disciplinary proceedings.

Section 2. Grievances, as defined herein, which may arise shall be settled in the following manner:

Step 1 Within ten (10) calendar days of being informed of the aggrieved event, the Member and IBEW LOCAL 369 stewards shall meet with the Member's most immediate supervisor during the Member's regularly scheduled work period and attempt to resolve the grievance.

Step 2 If the grievance is not satisfactorily resolved at Step 1, any one of the IBEW LOCAL 369 stewards or Business Representative may, within ten (10) calendar days of the meeting, request, in writing, a meeting with the Department Director. This conference shall be held during what is currently the 8:00 am to 4:00 pm shift with the Department Director or his designee within ten calendar days of the request. The Director shall give a written answer to the Member, IBEW LOCAL 369 steward and the Business Representative within ten (10) calendar days of the meeting.

Step 3 If after this meeting, the grievance is still not resolved, within ten (10) calendar days of the written answer from the Department Director, one of the IBEW LOCAL 369 stewards or Business Representative may forward the written grievance to the Director of Human Resources. The Director of Human Resources, or designee, shall schedule a meeting with the aggrieved Member, the IBEW LOCAL 369 steward and the Business Representative to assist in resolving the grievance within fifteen (15) calendar days of receiving the request. Within 15 calendar days after the meeting, the Human Resources Director will make a determination and advise the Department Director, the Member, the IBEW LOCAL 369 steward and the Business Representative of the decision in writing.

Step 4 If the IBEW LOCAL 369 is still aggrieved after the decision of the Director of Human Resources, IBEW LOCAL 369 may forward the grievance in writing to the Louisville Labor Management Committee ("Committee") or the Kentucky Department of Labor ("Labor Department") within seven (7) calendar days from the receipt of the Director of Human Resources' decision for mediation.

The Committee or Labor Department shall schedule a meeting with Metro Government, the IBEW LOCAL 369 steward, and the Business Representative to assist in its determination. If the mediation is not successful or not completed within 60 days of the request for mediation, the IBEW LOCAL 369 may proceed to arbitration.

Step 5 If the IBEW LOCAL 369 is still aggrieved after the decision of the Director of Human Resources or if mediation is unsuccessful, the Business Manager/Financial Secretary or designee of the IBEW LOCAL 369 may within seven (7) calendar days from the receipt of the Director of Human Resources' decision or seven (7) calendar days after mediation is discontinued, whichever is later in time, forward the grievance in writing to either the Louisville Labor Management Committee ("Committee"), or the Kentucky Department of Labor ("Labor Department") or the Federal Mediation and Conciliation Service and ask the selected agency to furnish a panel of nine (9) arbitrators.

Each party will scratch the name of one listed arbitrator until eight (8) names have been scratched and the remaining member of the list shall serve as a disinterested, impartial arbitrator.

The parties shall equally share the expense of the arbitration itself. Expenses incurred in preparing for arbitration will be borne by each individual party.

The Arbitrator's authority shall be limited to interpretation of this Agreement, and not modification of it, and shall be limited to the grievance presented. Within ninety (90) calendar days after the hearing, the Arbitrator will make a written determination and send copies to the Mayor, and IBEW LOCAL 369 Business Representative of the arbitration decision. The Mayor will then advise the IBEW LOCAL 369 of his decision in writing within thirty (30) calendar days of receipt of the Arbitrator's determination.

Section 3. If a grievance is not responded to within the specified time limits provided for herein unless prevented by good cause or the time is extended by mutual agreement of the parties, IBEW LOCAL 369 Business Manager/Financial Secretary or designee may advance the grievance to the next step.

ARTICLE 11 SENIORITY

Section 1.. The seniority of a Member is defined as the length of continuous employment with Metro Government, or its predecessor governments, in Electrical Maintenance. All probationary employees must have completed their sixty (60) calendar day probationary period after which their seniority shall then revert back to the most recent date of employment.

A Member transferring to Electrical Maintenance from another Metro Government department or division shall not include any such service in seniority

hereunder except for those fringe benefits that are determined by an employee's length of service, including, but not limited to, vacation or sick leave and pension benefits.

Section 2. Seniority shall be considered continuous unless the Member is terminated for the following reasons:

- a. Voluntarily quits;
- b. Lay-off and not recalled within twenty-four (24) months of continuous layoff for lack of work;
- c. Failure to return to work by recall subsequent to a lay-off within five (5) working days after having been notified to do so by certified mail to last known address.
- d. Failure to return to work after the termination of an approved leave of absence. Absence for proven sickness or injury shall not cause loss of seniority rights.

When a Member is terminated for any of the above reasons and is subsequently re-employed, he shall be considered a new employee for all purposes except as required by state or federal law and judicial decisions.

Section 3. Metro Government shall furnish IBEW LOCAL 369 a seniority list based on hire date as an employee on July 1st and January 1st of each year.

ARTICLE 12 JOB VACANCIES, JOB AND SHIFT ASSIGNMENTS

Section 1. Job Vacancies

Job vacancies that occur as a result of a new position(s), retirement, promotion or termination shall be posted for bid for a period of one (1) calendar week. The award shall be made to the Member who has the most seniority provided that the successful Member shall have completed a sixty (60) day probationary period in which the member shall have performed the work of such position to the satisfaction of the shop supervisor.

Section 2. Shift Assignments

Seniority and compliance with posted qualifications shall prevail in the selection of shift assignments, provided however, Metro Government shall determine how many Members are needed for each of the three shifts. If a Member selects a permanent shift, the Member shall remain on this shift for a minimum of three (3) months, except if rolled by a more senior Member. There will be mutually agreed trades between shifts.

Section 3. Job Bidding

A. The following jobs within Electrical Maintenance shall be posted for bid: two (2) General Foreman, four (4) Big Truck Foreman, two (2) Controller Truck Foreman, one (1) Controller Bench Foreman, one (1) Controller Bench

Journeyman, one (1) Stockroom Journeyman, one (1) Warehouse Repair Journeyman, one (1) Foreman and one (1) Journeyman on 2nd shift, one (1) Foreman and one (1) Journeyman on 3rd shift. The bids shall be posted the first week of each calendar year. The yearly bid is considered permanent for the remainder of that year. All jobs shall be awarded on the basis of posted qualifications and seniority, provided the successful bidder shall have completed a sixty (60) day probationary period in which the Member shall perform the work of such position to the satisfaction of the shop supervisor.

B. In addition, the successful bidder for Controller Truck Foreman and Construction Foreman shall have achieved the following minimum standards; have a high school diploma or it's equivalent and be enrolled on or have graduated from technical training from the Joint Apprenticeship Committee, or other accredited electronics training and have successfully completed courses in D.C. and A. C. electrical theory, transistors, semi-conductors and digital electronics, or have satisfactorily performed such work for a six month period. In addition, effective six (6) months after the effective date of this Agreement, they shall have successfully completed and must maintain IMSA Certification Programs for IMSA Level II Traffic Signal Electrician.

C. Effective six (6) months after the effective date of this Agreement, bid jobs for General Foreman, Controller Bench Foreman and Controller Bench Journeyman must meet all minimum qualifications in section (B) and have successfully completed and maintain IMSA certification programs for IMSA Level II Traffic Signal Technician.

D. Effective six (6) months after the effective date of this Agreement, General Foreman, Foreman, Controller Bench Foreman, Controller Bench Journeyman, and Controller Truck Foreman must have completed and maintain or be enrolled in an accredited communications training (i.e., analog digital, audio, and fiber splicing). Any Member having met the minimum qualifications is eligible to bid on the above bid jobs.

E. Bid jobs for second and third shift Journeymen and Stockroom and Warehouse Repair shall be awarded by seniority.

Section 4. Temporary Vacancies

Temporary vacancies of five days or longer will be bid as they occur. These bids will be open to all personnel that meet the minimum qualifications (if any, see Section 3..) and are less senior to the permanent position held. The successful bidder shall be paid the bid rate for all hours worked in the bid classification including overtime. The successful bidder of a temporary position will be utilized in the position to which he bid when shop supervisor determines the need for the use of such position. In the event that the temporary position is not needed, the successful bidder will revert to this regular position.

Members are restricted to one bid per person per week on temporary positions excluding temporary foreman positions.

Section 5. Notice of Change of Shift

Members shall be given at least eight (8) hours notice in writing prior to either a temporary or permanent change of the Member's shift.

ARTICLE 13 LAYOFF AND RECALL

Section 1. If it is necessary to reduce the number of employees, which will result in the layoff of Members, such layoffs shall be in the reverse order of seniority. Members so laid off will retain and accumulate seniority rights for up to twenty-four (24) months during continuous layoff.

Section 2. When positions are reinstated, Members who were laid off in accordance with Section 1. of this Article, shall be offered recall in the reverse order in which they were laid off.

Section 3. IBEW LOCAL 369 Business Representative and stewards will be furnished copies of all official layoff and recall notices to the affected Member(s).

ARTICLE 14 SALARY SCHEDULE, LONGEVITY AND SHIFT PREMIUM

Section 1. The base hourly rate for Members for Fiscal Year beginning July 1, 2005 and ending on June 30, 2006 shall be as follows:

7787	E. M. General Foreman Hourly Wage Rate	\$23.88
7790	E. M. Foreman Hourly Wage Rate	\$22.64
7793	E.M. Electrician "A" Journeyman Hourly Wage Rate	\$21.55

The following represents percentage of Journeyman "A" pay

700100	First Year Apprentice	1 st	6 months 50%	\$10.78
		2 nd	6 months 55%	\$11.85
700200	Second Year Apprentice	3 rd	6 months 60%	\$12.93
		4 th	6 months 65%	\$14.01
700300	Third Year Apprentice	5 th	6 months 70%	\$15.08
		6 th	6 months 75%	\$16.16

7792	Fourth Year Apprentice	7 th	6 months 80%	\$17.24
		8 th	6 months 85%	\$18.33

Section 2. The base hourly rate for Members for Fiscal Year beginning July 1, 2006 and ending on June 30, 2007 shall be as follows:

7787	E. M. General Foreman Hourly Wage Rate			\$24.41
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7790	E. M. Foreman Hourly Wage Rate			\$23.15
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7793	E.M. Electrician "A" Journeyman Hourly Wage Rate			\$22.03
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The following represents percentage of Journeyman "A" pay

700100	First Year Apprentice	1 st	6 months 50%	\$11.02
		2 nd	6 months 55%	\$12.12
700200	Second Year Apprentice	3 rd	6 months 60%	\$13.22
		4 th	6 months 65%	\$14.32
700300	Third Year Apprentice	5 th	6 months 70%	\$15.42
		6 th	6 months 75%	\$16.52
7792	Fourth Year Apprentice	7 th	6 months 80%	\$17.63
		8 th	6 months 85%	\$18.74

Section 3. The base hourly rate for Members for Fiscal Year beginning July 1, 2007 and ending on June 30, 2008 shall be as follows:

7787	E. M. General Foreman Hourly Wage Rate			\$25.27
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7790	E. M. Foreman Hourly Wage Rate			\$23.96
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7793	E.M. Electrician "A" Journeyman Hourly Wage Rate			\$22.80
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The following represents percentage of Journeyman "A" pay

700100	First Year Apprentice	1 st	6 months 50%	\$11.41
		2 nd	6 months 55%	\$12.54
700200	Second Year Apprentice	3 rd	6 months 60%	\$13.68
		4 th	6 months 65%	\$14.83
700300	Third Year Apprentice	5 th	6 months 70%	\$15.96
		6 th	6 months 75%	\$17.10
7792	Fourth Year Apprentice	7 th	6 months 80%	\$18.24
		8 th	6 months 85%	\$19.40

Section 4. The base hourly rate for Members for Fiscal Year beginning July 1, 2008 and ending on June 30, 2009 and for each subsequent fiscal year covered by this Agreement, shall be increased by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as indicated in Metro Government's Annual Budget Document and as confirmed within 90 days of the close of the fiscal year and retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year or two (2%) percent whichever is greater. Provided however, the occupational license fee revenue used to determine the percentage increase in occupational license fee revenue from the previous fiscal year shall not include new revenue collected from and dedicated to the support of a Metro Government -recognized tax increment financing (TIF) district, such as the Downtown Arena, Museum Plaza, University of Louisville Health Services Campus and the Center City development.

Section 5. Longevity

A. The Parties agree to provide the following longevity schedule for the period of July 1, 2005 through June 30, 2007:

YEARS OF SERVICE	ANNUAL LONGEVITY PAY
Less than 5 years	\$0
After 5 years but less than 10 years	\$920
After 10 years but less than 15 years	\$970
After 15 years but less than 20 years	\$1020

After 20 years but less than 25	\$1070
After 25 years	\$1120

B. The Parties agree to provide the following longevity schedule effective as of July 1, 2007 and thereafter for the term of this Agreement:

YEARS OF SERVICE	ANNUAL LONGEVITY PAY
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Less than 3 years	\$0
After 3 years but less than 5 years	\$700
After 5 years but less than 10 years	\$1400
After 10 years but less than 15 years	\$1450
After 15 years but less than 20	\$1500
After 20 years but less than 25	\$1550
25 years or more	\$1600

Payment of the longevity amount by separate check will be at the time of the first regular pay period after October 1 of each fiscal year for Members employed on September 15th of the respective fiscal year.

Longevity will be based upon continuous employment with Metro Government.

Section 6. Shift Premium

Members working on the second shift shall be paid a premium of forty (40¢) cents per hour for work performed on that shift and Members working on third shift shall be paid a premium of fifty (50¢) cents per hour for work performed on that shift. In addition, a Foreman who is assigned to second or third shift because less senior Members are not qualified as Foremen shall be paid one-dollar (\$1.00) per hour for work performed on those shifts.

ARTICLE 15 WORK WEEK AND OVERTIME

Section 1. A standard workweek shall be eight (8) hours per day, five (5) days per week, Monday at 12:01 A.M. through Friday 12:00 midnight. There are three shifts, which shall each have a scheduled start and end time:

- a) first shift shall be from 8:00 A.M. to 4:00 P.M.
- b) second shift shall be from 4:00 P.M. to 12:00 midnight.
- c) third shift shall be from 12:00 Midnight to 8:00 A.M.

All shifts worked shall include a thirty (30) minute paid meal period, which meal period for the second and third shifts shall be included within the shift hours and for the first shift shall be taken within one (1) hour of twelve noon, this includes Saturday, Sunday and holidays. All shifts shall include two 15-minute breaks during the workday; one at mid point between start time and lunch and one at the mid point of lunch and the end of the shift.

Section 2. Members shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay, including any shift premium if applicable, for all hours worked in excess of an eight (8) hour day or a forty-hour workweek.

Section 3. Members shall be paid one and one-half (1 ½) times their regular rate of pay, including any shift premium if applicable, for all hours worked beginning 12:00 A.M. and ending at 12:00 midnight on Saturday.

Members shall be paid two (2) times their regular rate of pay, including any shift premium if applicable, for all hours worked beginning 12:00 A.M. and ending at 12:00 midnight on Sunday and for work on any holiday contained in this Agreement. Any eight (8) hour period worked on Saturday, Sunday or holiday contained in this Agreement shall include a paid thirty (30) minute lunch period.

Section 4. There will be no pyramiding of overtime.

Section 5. IBEW Local 369 shall administer scheduling for overtime. All overtime shall be allocated evenly.

Section 6. For vacancies of two days or less, shift coverage shall be administered through the overtime board as provided in Section 5.. Electrical Maintenance shall, except for unusual circumstances, seek volunteers for shift coverage by a change in shifts for vacancies of more than two days. If unsuccessful in securing volunteers, Electrical Maintenance shall mandate the least senior Member to fill the vacancy.

ARTICLE 16 CALL OUT TIME AND REPORTING TIME

Section 1. All hours worked on a call out which occurs at a time outside of a Member's regularly scheduled hours of work Monday through Saturday shall be paid at one and one-half (1 ½) times the Member's regular hourly rate.

All hours worked on a call out which occurs Sunday or a holiday contained in this Agreement shall be paid at two (2) times the Member's regular hourly rate.

The Member shall be paid a minimum of four (4) hours for each call out and may be required to work the four-hour minimum period. Travel time of one (1) hour per call out shall be included in the four-hour minimum for call-outs not intended to fill a regular shift vacancy. If a call out occurs within one (1) hour of a scheduled shift in order to fill a shift vacancy, and the Member reports within one (1) hour, the Member shall be guaranteed eight (8) hours of pay provided he works the remainder of the scheduled shift on which the call out occurs.

If a call-out occurs after the start of a scheduled shift in order to fill a shift vacancy, the Member will be paid one (1) hour travel time in addition to actual hours worked, provided the total time paid does not exceed eight (8) hours pay for that day.

Section 2. Members who report to work at the scheduled time and place, and who have not been notified not to report at least eight (8) hours prior to the scheduled reporting times, shall be guaranteed a minimum of four (4) hours pay for that day.

ARTICLE 17 TOOL MAINTENANCE ALLOWANCE AND REQUIRED CLOTHING

Section 1. Members who have completed their probationary period shall be provided with a one hundred and twenty-five (\$125.00) dollar tool maintenance allowance each year payable on the first regular pay period in July. Members are required to have the tools listed on Attachment A.

Section 2. In addition, new Members shall receive a one hundred and twenty-five (\$125.00) dollar tool purchase allowance upon successful completion of their probationary period.

Section 3. Metro Government shall provide and maintain one (1) rain suit (two-piece) sized to fit sizes small, medium, large and extra large, for each Member.

Section 4. In the event an item on the list at Attachment A is stolen, Metro Government shall replace such item one time during the term of this Agreement, if such item was secured on Metro Government property and the Member provides a police report of the theft.

appropriate IMSA class, Metro Government will pay for such training to other accredited entities. Metro Government shall furnish such testing, training and renewal procedures in a timely manner.

Section 5. Metro Government shall pay for Members' annual renewal fees of the Commonwealth of Kentucky's Electricians License and Master Electricians License and IMSA recertification fees. In addition, if in house training is not available, Metro Government shall pay Members' membership fees in IMSA in order for the Members to take IMSA courses.

ARTICLE 19 COMMERCIAL DRIVER'S LICENSE

Section 1. Any Member required by federal statutes or regulations and/or state statutes and regulations or their respective job classification to obtain or renew a Commercial Driver's License ("CDL") as a condition of continued employment and as a consequence be required to take a physical exam for such certification or recertification shall be sent to the Family Health Center (Portland) for such exam at Metro Government's expense. In addition, Members shall be reimbursed for the cost of the renewal of the CDL. Members who do not wish to go to the Family Health Center (Portland) may arrange for a physical exam at the facility of their choice at their expense.

Section 2. Members shall be subject to Metro Government's Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses, unless it conflicts with or is more stringent than federal laws and/or state statutes.

Section 3. Members who are unable to qualify for an Intrastate Medical Waiver of the CDL requirement may nevertheless retain rights under this Agreement as follows:

- a.) No more than three (3) such exempt positions shall exist at any one time.
- b.) Supervisors shall only assign exempt Members to those tasks and shift assignments that do not require a CDL.
- c.) Exempt Members are eligible for overtime. Provided, however, the shop supervisor need not offer the exempt Member overtime if the assignment involves a CDL requirement.
- d.) Exempt Members can be "bumped" by a more senior exempt Member, provided, however, the "bumped" member shall have a reasonable period of time to find another electrical or other position with Metro Government with the assistance of the Department of Human Resources.
- e.) Exempt Members shall continue to be subject to Metro Government's Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses in accordance with Section 2. above.

Section 4. The parties agree that new hires shall not be required to have a Class B CDL as a condition of being hired. However, a new hire shall be required to obtain a Class B CDL within 90 calendar days of employment. The time studying for the CDL test shall be on the new hire's own time, but the time taking the CDL shall be considered Metro Government time. A new hire without a Class B CDL shall be considered still within a probationary period for purposes of this requirement only. The use of a Metro Government vehicle will be allowed for the test.

ARTICLE 20 ACCRUAL AND SCHEDULING OF VACATION

Section 1. Accrual of vacations

a. Annual vacation leave with pay shall be granted to all full time Members in the manner outlined below. Vacation time shall accrue on a biweekly basis in accordance with the following schedule:

Full years of Service	Annual Accrual Rate
0 - 1 year	10 days
1 year	11 days
2 years	12 days
3 years	13 days
4 years	14 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 years	25 days

For the purpose of this section, all of a Member's service with Electrical Maintenance, whether continuous or not, shall be recognized in determining the number of years of service.

Vacation leave shall be computed as time worked.

b. A Member shall not accrue more than 60 days of vacation credit at the completion of any given pay period. However, regular full-time Members with a satisfactory record of use of sick leave may be allowed to convert vacation accruals in excess of 60 days to sick leave credit upon the recommendation of the Director and the approval of the Director of Human Resources. Members

must request to convert excess vacation leave to sick leave each pay period that the Member's vacation leave balance exceeds the 60 day cap.

c. Upon separation from Metro Government employment, a Member shall be paid for all accrued unused vacation leave, not to exceed 40 days. Such payment will be made in one payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued vacation leave may not be employed by Metro Government in the same or another position until there has been a break-in-service of at least eight (8) weeks.

Section 2. **Scheduling of vacations**

a. A maximum of three (3) Members may use vacation leave on any day. This excludes the General Foremen. But for this restriction, there is no period when Members may not use vacation leave.

b. On November 15th of each year a schedule for vacation sign-ups will be posted which lists the Members according to seniority as determined under Article 10 herein. The sign ups shall be for a primary and secondary vacation period as follows:

i) During the first week following November 15th, the five Members with the highest seniority shall contact the shop supervisor to select a primary vacation period of a minimum of three (3) days in length for the next calendar year. During the second week following November 15th, the five Members with the next highest seniority shall contact the shop supervisor to select a primary vacation period of a minimum of three (3) days in length for the next calendar year. This procedure shall be followed week by week until all Members have had the opportunity to select their primary vacation period. Once three (3) Members have signed for a particular day or period, that day or period shall be closed.

ii) After all primary vacation periods have been selected, the above procedure shall be repeated in order for the Members to select a secondary vacation period of one (1) or two (2) days.

After the secondary vacation periods have been selected, the calendar will be closed and the vacation schedule fixed unless a vacation is cancelled in which case the vacation schedule will be reopened to the next most senior Member.

c. After January 1st of each year, days that do not have three (3) Members scheduled for vacation shall become open for any Member to request vacation as long as three (3) days written notice is given to the shop supervisor. The request shall be answered in writing within three (3) calendar days.

d. Once the vacation schedule has been fixed, it will be posted on the IBEW Local 369 bulletin board. Any revision to the posted vacation schedule shall be immediately posted.

ARTICLE 21 PERSONAL DAY AND HOLIDAYS

Section 1. Each Member shall receive one (1) paid personal day per fiscal year, July 1 through June 30. Use of the personal day shall be approved by the shop supervisor. Such approval shall not be unreasonably withheld.

Section 2. Members shall be granted the day off with appropriate pay for the following holidays:

New Year's Day	January 1
Martin Luther King Jr's B'Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in Nov.
Friday Following Thanksgiving	Friday Following Thanksgiving
Christmas Day	December 25

Effective upon approval of this Agreement, Members shall also receive two additional floating personal days off with appropriate pay during each calendar year. These two personal days must be used in full day increments and in the calendar year in which they are accrued. A Member is not paid for these personal days upon termination of employment.

Members hired between January 1 and June 30 will receive both floating personal days for use the calendar year in which they were hired. Members hired between July 1 and October 31 will receive one floating personal day for use the calendar year in which they were hired. Members hired after November 1 will not receive either of these two floating personal days in the calendar year in which they were hired. It is understood by the parties that for the current calendar year, the Members shall not receive a floating holiday during the period from the effective date of this Agreement to December 31 of this calendar year if they have already taken one or both holidays which have been replaced by floating holidays.

Use of these floating personal days must be requested in advance by the Member and approved by the shop supervisor prior to use, which approval shall not be unreasonably withheld.

If a holiday falls during a Member's vacation, the holiday shall be counted as a holiday and not as a vacation day for the Member.

ARTICLE 22 INSURANCE

Section 1.. Life Insurance and Dental Insurance

Metro Government will provide Members with a group life insurance plan with payment upon death or dismemberment of the Member in the amount of coverage equal to one times the Member's annual salary up to a maximum of Fifty Thousand (\$50,000.00) Dollars.

The life insurance program where permitted by law and subject to eligibility rules of the Metro Government's insurance plan, provides the opportunity for Members to purchase at their own expense, additional insurance. It is agreed that Members may also purchase life insurance for dependents where the Metro Government so provides such insurance and at cost factor to be

born by the Members for such dependent life insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan.

It is agreed that Members may also purchase dental insurance where the Metro Government so provides such insurance and at cost factor to be born by the Members for such dental insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan.

Section 2.. Health Insurance

A. For calendar year 2008, Members' contribution rate toward the premium cost for health insurance shall be the same as for calendar year 2007.

B. ~~Effective December 1, 2008 for calendar year 2009, Metro Government shall contribute 100% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for employee-only coverage. Metro Government shall contribute 90% of the premium cost for the designated plan offered by Metro Government toward the premium for the plan selected by the Member to cover a spouse or eligible dependent children. Metro Government shall contribute 75% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for full family coverage. Provided, however, if the percentage contributions by Metro Government toward the cost of health insurance shall increase or decrease for a majority of Metro Government employees, the percentage contributions for Members shall increase or decrease to the same level.~~

Section 3.. Legal Protection

Metro Government shall provide legal representation and indemnity to Members pursuant to the provisions of KRS 65.200 through KRS 65.2006, inclusive, and MCO Sections 35.180-35.183, inclusive.

Section 4.. Long-Term Disability

Metro Government will provide long-term disability benefits for every Member at no cost to the Member at the same terms, and conditions as provided for non-union employees, pursuant to any rules, regulations, or procedures adopted by the Director of Human Resources concerning the said long-term disability income benefit.

ARTICLE 23 SAFETY AND HEALTH

A. Metro Government shall make reasonable provisions for the safety and health of its Members consistent with applicable local, state and federal laws. The following jobs require a minimum of two (2) Members:

- a.) work in aerial trucks;
- b.) work in manholes;
- c.) any work in Electrical vaults that would place a Member in an isolated area.

If in a Member's judgment, a job is unsafe for one person, that Member shall immediately communicate with the appropriate supervisor to discuss the conditions. If the situation is unresolved by such discussion, the supervisor shall travel to the scene and with the Member evaluate the situation, direct the Member concerning the proper completion of the task and determine the need for additional personnel. The IBEW LOCAL 369 agrees to cooperate with Metro Government in this respect and shall confer with the shop supervisor from time to time.

B. It shall not be a violation of this Agreement for a Member to refuse to operate a vehicle, or any equipment, that does not meet the requirements of any Federal, State or Local laws relating thereto. However, no Member is authorized to determine that a vehicle or any equipment does not meet the above-described standards. If a Member believes that a vehicle or a piece of equipment is unsafe, he shall report that fact to the appropriate supervisor who shall then determine the status of the vehicle or equipment. Any disagreement between a Member and management shall be treated as a grievance and a Union Stewards shall be contacted immediately and a hearing held promptly.

If such a disagreement should occur, the Member shall have the option of performing the assigned work until the end of the shift or, in the alternative, clock out and leave work for the remainder of the shift.

C. Members must wear safety equipment as required by Metro Government or by OSHA for a particular task or job; such safety equipment will be supplied by Metro Government.

ARTICLE 24 CERTAIN BENEFITS

Section 1.. JURY DUTY AND WITNESS LEAVE

Any Member who is summoned for jury duty, and who as a result thereof is required to be absent from his or her normal assigned hours of work, shall be compensated at his or her regular rate of pay for the actual time of such absence required thereby.

Any Member who represents Metro Government in legal proceedings or who is subpoenaed as a witness on behalf of Metro Government in any administrative hearing process arising from an act of employment with Metro Government; or who is a plaintiff or defendant on behalf of Metro Government, is considered to be at work and will be compensated accordingly.

In both instances, however, the Members recognize their obligation to return to work immediately upon their release by the court, it being the intention of the parties that no Member should request or receive leave with pay for either purpose for a period longer than that actually required.

Section 2.. FUNERAL LEAVE

Members may be granted funeral leave with pay in the case of death in a Member's immediate family, meaning parents, spouse, parents-in-law, child, grandchild, sister, brother, sister-in-law, brother-in-law, grandparents, aunts or uncles regardless of residence, or other relatives living at the Members

residence. Members may be compensated for a period not to exceed three (3) regularly scheduled workdays with the approval of the shop supervisor. Proof of death shall be furnished upon request. The last day for which funeral leave with pay shall be granted is the day after the funeral. A Member's vacation shall not be considered part of this funeral leave.

Section 3.. MILITARY LEAVE

Members who are members of the National Guard or Military Reserve or of any of the Armed Services of the United States shall be granted leaves of absence, with pay for work days absent, of not to exceed fifteen (15) calendar days per year to participate in regular annual training.

Section 4.. LEAVE OF ABSENCE WITHOUT PAY

The Director may grant leaves of absence without pay to Members, up to two (2) weeks. When such leaves exceed the two (2) weeks they shall be approved by the Mayor's office. Leaves of absence may extend up to six (6) months in duration and may be renewed upon proper application.

Section 5.. WORKERS COMPENSATION

Metro Government shall provide Workers Compensation coverage for all Members covered by this Agreement. Metro Government shall permit an injured Member, who is covered by Workers Compensation and who also has sick leave accumulated to his credit, to elect (in case of injury on the job) to draw from accumulated sick leave (if any) an amount which when added to his Workers Compensation pay (if any) would equal his normal weekly earnings; provided, however, that in order to draw from accumulated sick leave pursuant to this section a Member must first execute an Agreement with Metro Government under which Metro Government subrogated to any claim for damages such Member may have against any third party or parties causing such injury, and provided further that any such subrogation shall only extend to and not exceed the amount paid the Member by Metro Government as sick leave pay under this Article.

Section 6.. SICK LEAVE

A. Members shall accrue sick leave with pay, except as hereinafter stated, at the rate of one (1) workday of earned sick leave for each full month of continuous service.

B. Sick leave with pay shall be granted to Members when they are incapacitated for the performance of their duties because of sickness or injury, or in case of an illness in the Member's immediate family, requiring the presence of the Member. The immediate family of the Member shall be regarded to include the parents, wife, husband, children, grandchildren, brother and sister of the Member or his spouse, parental grandparent or other relatives living in the household of the Member. Such leave, if in excess of two (2) consecutive days, and is due to causes other than the Member's incapacity, shall require the specific approval of the shop supervisor.

C. Unused sick leave shall be cumulative without any maximum, but in no event shall a Member, absent other provisions of law, be paid for any unused sick leave upon termination, subject to the limitations of the Sick Leave Incentive Plan.

D. No Member shall be entitled to sick leave in excess of the amount of such leave then accumulated to his credit. Provided, however, in case of hardship or unusual need, a Member may be advanced up to ten (10) days of sick leave beyond the amount then accumulated to his credit, upon the approval of his department head. Any such advance shall be chargeable against such Member's subsequent accrual of sick leave.

E. No Member shall receive credit toward the sick leave accrual for time not actually expended on the job, except for designated holidays, vacation, sick leave, military leave (or other periods of utilization of vacation or sick leave credit), and other authorized leaves with pay as set forth herein. Time off for sick leave shall be computed as time worked, except in the computation of premium pay for overtime.

F. A Member shall communicate with the shop supervisor before, if possible, or within one (1) hour after the time set for the beginning of the normal work period to request paid sick leave.

G. A Member claiming sick leave may be required to furnish competent proof of the necessity for such absence. Competent proof shall not be required unless specifically requested by the shop supervisor at the time of the absence. Metro Government shall have the right in all cases of illness, or reported illness, to require examination by a reputable physician.

H. Abuse of sick leave privileges shall constitute grounds for disciplinary action, including summary dismissal. Members who consistently use their sick leave as it is earned or who fail to accumulate it may be asked to resign from the service.

I. Metro Government shall allow each Member three (3) days a year of sick leave (earned pursuant to A. above) to be taken without requirement of a doctor's statement. Thereafter, Metro Government may in its discretion require Members to bring a doctor's statement for every day subsequent to the three (3) days. The decision of Metro Government in selecting which Members shall be required to bring a doctor's statement shall not be grievable or arbitrable. Although the Union and Member may not grieve or arbitrate the selection of Members to obtain a doctor's statement, the Union and the Member may grieve the merits of any invocation of discipline.

J. The Members are eligible to participate in a **Sick Leave Incentive Plan**. Members will accrue one half (1/2) of an incentive day for each three (3) months without the use of any sick leave. An additional incentive day will accrue for each 12 consecutive month period without the use of sick leave. Members are eligible to earn three (3) incentive days per twelve (12) month period. Employees may not accrue more than ten (10) incentive days, nor will employees be paid for incentive days upon termination of employment. In addition, each year Members who on June 30 have a sick leave balance greater than 80 days will have the option to sell hours in excess of 80 days, up to a maximum of 10 days per year.

For each two days of sick leave sold, the Member will receive one day's pay of eight hours at his or her hourly rate of pay. Payments for the selling of sick leave accrual shall be made during the month of December based on the sick leave accruals as of June 30 of that same year.

Section 7.. OLD AGE AND SURVIVORS INSURANCE SYSTEM

Metro Government is a participant in the Social Security System and the benefits of Old Age and Survivors Insurance are extended to Members.

Section 8.. RETIREMENT SYSTEM FOR CIVILIAN EMPLOYEES

Metro Government shall participate in the Kentucky Retirement Systems established by the Kentucky legislature.

Section 9.. TUITION REIMBURSEMENT

The Members are eligible to participate in the Tuition Reimbursement Program. The Director of Human Resources, or designee, shall be responsible for administering any tuition assistance program established and funded by Metro Government. The Director of Human Resources shall establish appropriate guidelines for the administration of a tuition assistance program. An application for tuition reimbursement must be approved by the Department Director and submitted to the Director of Human Resources or designee, prior to the start of the semester or class for which aid is sought. A Member shall be reimbursed only when he/she successfully completes educational or vocational courses that the Director of Human Resources determines are job related or represent a promotional opportunity in Metro Government.

Section 10. DEPENDANT CARE

Metro Government will offer to all Members the option of participation in the Pre-Tax Premium Plan and/or Dependent Care Account pursuant to the same terms, conditions, requirements and obligations for any and all other employees of Metro Government.

ARTICLE 25 ENTIRE AGREEMENT

Section 1. The Metro Government and the Union shall not be bound by any requirement that is not specifically stated in this Agreement. Metro Government is not bound by any past practice or understanding of the former City of Louisville unless recognized by this Agreement. However, Metro Government shall not unilaterally change or modify a historical practice without first discussing the change with the Union.

Section 2. It is expressly understood that no provision of this Agreement shall be waived or considered waived by any act, omission or communication; provided, however, that both parties shall have the right to mutually agree to waive a provision by express written authorization from the Metro Government representative and the representatives of the Union.

ARTICLE 26 NO SUBCONTRACTING

The work normally and historically performed by the bargaining unit shall not be contracted out by Metro Government except in situations involving acts of God, strikes or job actions; or refusals to work by the bargaining unit.

ARTICLE 27 SUCCESSOR CLAUSE

This Agreement shall be binding upon Metro Government and IBEW and their respective transferees, successors, and assigns, regardless of structured form, unless the Union agrees otherwise, and such successors, transferees and assigns will faithfully comply with all of its provisions. In the event Metro Government transfers the work of the Electrical Maintenance Division or merges with any other entity of any type of structure, Metro Government shall continue to be liable for the complete performance of this Agreement until or unless that entity expressly acknowledges in writing that it is fully bound by the terms of this Agreement. The parties agree that this Agreement shall be binding upon their successors and the successors shall be required to acknowledge in writing that they are bound by this Agreement.

ARTICLE 28 RETROACTIVITY

To be eligible to receive any retroactive wage or other economic increase provided for herein, a Member must be a full-time active employee when this Agreement is approved by IBEW Local 369, the Mayor and the Metro Council.

ARTICLE 29 TERM

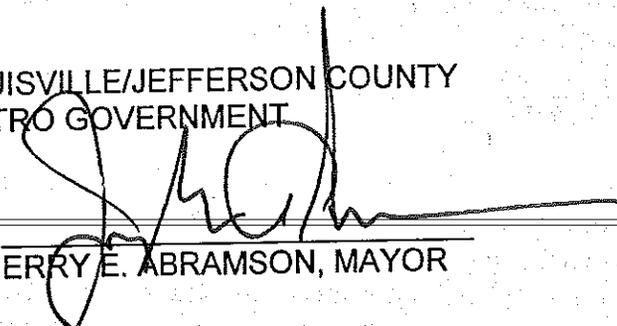
Section 1. The duration of this Agreement shall be to June 30, 2011 and it shall become effective upon approval of IBEW Local 369 membership, the Mayor and the Metro Council.

Section 2. Either party wishing to terminate, amend or modify this Agreement on the expiration date of June 30, 2011, must so notify the other party, in writing not less than sixty (60) days prior to June 30, 2011. Within sixty (60) calendar days of receipt of such notification by either party, a conference shall be scheduled between Metro Government and IBEW Local 369 for the purpose of negotiating such amendment, modification or termination. If no notification is given, this Agreement shall automatically be renewed for one (1) year, in like manner and from year to year thereafter.

IN WITNESS WHEREOF, the parties have affixed their signatures this

16th day of November 2009.

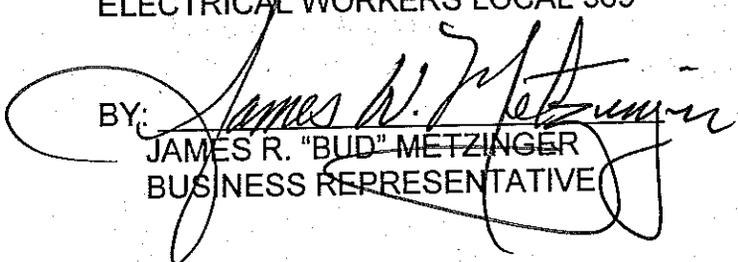
LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

BY: 

JERRY E. ABRAMSON, MAYOR

DATE: 11/16/2009

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 369

BY: 

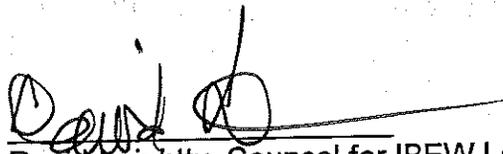
JAMES R. "BUD" METZINGER
BUSINESS REPRESENTATIVE

DATE: 11-10-09

APPROVED AS TO FORM:



Mike O'Connell, Jefferson County Attorney



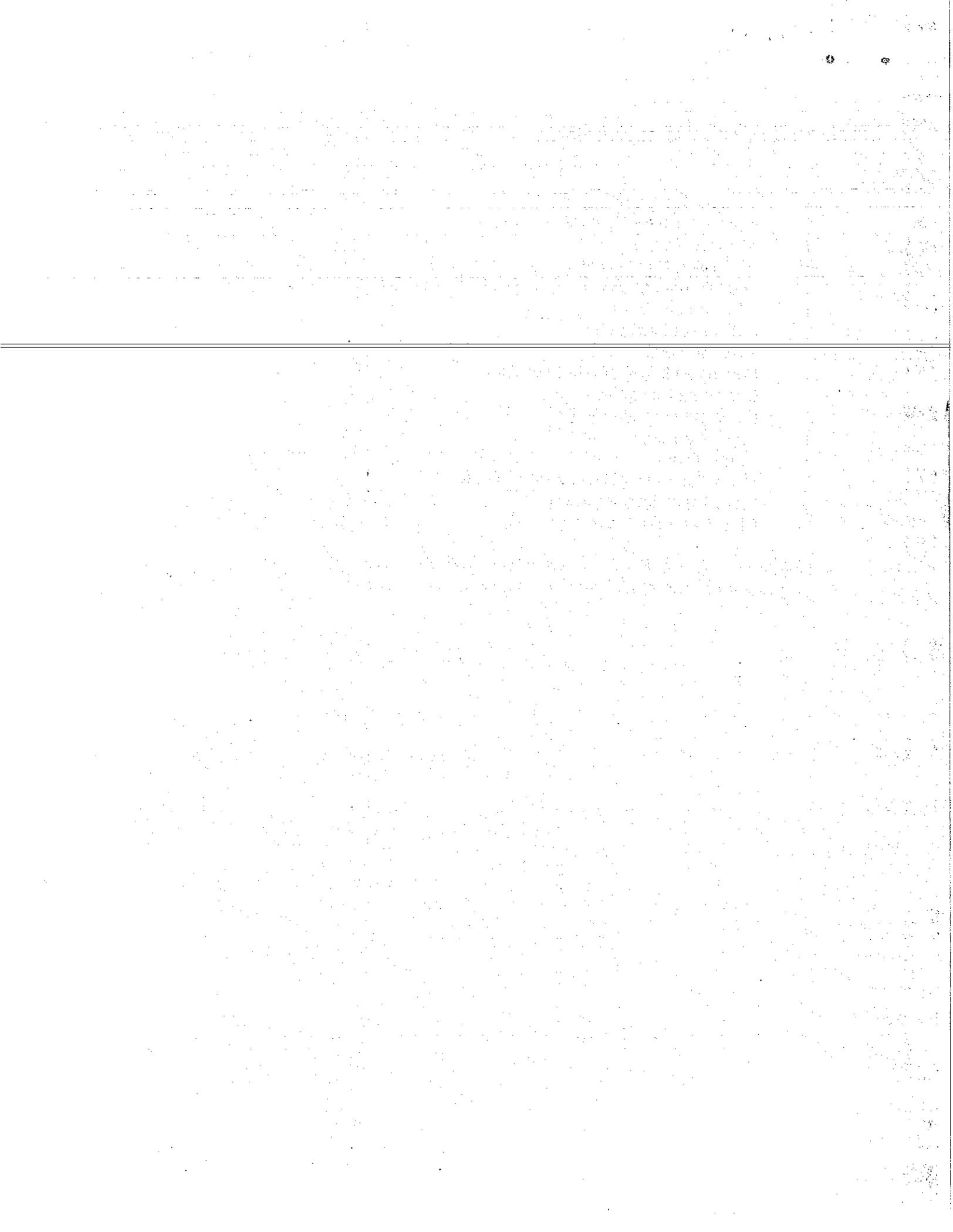
David Leighty, Counsel for IBEW Local 369

ATTACHMENT A – TOOL LIST

- 1 9" Klein-Type Lineman's Pliers
- 1 8" Screw Driver Standard Round
- 1 4" Screw Driver
- 1 9" Holding Screw Driver
- 1 440 Channel Locks
- 1 420 Channel Locks
- 1 8" Crescent Wrench

- 1 Torpedo Level
- 1 Folding Rule (6') or tape measure
- 1 6" Needle Nose Pliers
- 1 Electricians Pocket Knife
- 1 Wire Strippers
- 1 Crimp Tool
- 1 6" Phillips Screw Driver Round Shaft
- 1 Klein-Type Hack Saw
- 1 Claw Hammer 12 oz.

NO SPECIFIC BRAND OF TOOL IS REQUIRED
The City agrees to furnish voltage testers.



"Inside Agreement"
IBEW 369

INDEX
Exhibit D

	SECTION
Grievance / Disputes	Article I
Employer Rights / Union Rights	Article II
Foreman By Name	2.02
Bonding	2.04
Portability	2.06
Favored Nations	2.07
Owner / Operator	2.08
Union Steward	2.12
Tools	2.16
Subletting	2.21
Hours of Work - 4 Tens	3.01
Overtime - High Time	3.02
Holidays	3.03
Wages / Fringe Rates	3.05
Shift Rates	3.05
Supervision	3.08
Shift Hours	3.10
Referral Procedures	Article IV
Jurisdiction	4.08
Apprenticeship	Article V
Fringe Benefits	Article VI
National Electrical Workers Industry Fund	Article VII
LMCC	Article VIII
Safety	Article IX
Standard Work Rules	Article X
Absenteeism	10.04
Rest Breaks	10.10

Agreement by and between Louisville Chapter National Electrical Contractors Association, Inc. and Local Union NO. 369, 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 Louisville Chapter, National Electrical Contractors Association and the term "Union" shall mean Local Union No. 369.

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

Section 1.01. This Agreement shall take effect June 1, 1999, and shall remain in effect until May 31, 2002, unless otherwise specifically provided for herein. It shall continue in effect from year to year, unless changed or terminated in the way later provided herein.

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

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

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

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

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

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

Section 1.03. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall

be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

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

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

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

Section 1.07. 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 - a suitable financial status to meet payroll requirements and to meet compensation requirements for injured workers and other insurance or protective requirements - and employing not less than one (1) Journeyman Wireman.

Section 2.02. (a) 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.

(b) "The employer shall have the right to call Foreman by name provided:

1. The employee has not quit his previous employer within the last two weeks.
2. The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said foreman provided the name appears on the highest priority group.
3. When an employee is called as a foreman he must remain as a foreman for 500 hours or must receive a reduction in force."

Section 2.03. Employers shall carry unemployment compensation, Federal Old Age Benefits and Workmen's Compensation covering all of his employees, and shall furnish the Union with evidence of the same. Employer shall furnish all employees with a copy of all deductions from the weekly pay.

Section 2.04. In order to protect the public against mechanics' liens and the employees from loss through irresponsible employers, such individual employer failing to fulfill the wage and/or benefit requirements of this agreement shall before members of the union are again permitted to work for him- furnish the union with a surety bond of a recognized surety company- acceptable to the union- in the sum of not less than two thousand dollars (\$2,000.00) per employee. (Property bonds, securities or cash deposits shall not be accepted.) Payments for delinquent wages and/or benefits are to be paid from the bond directly to the affected employees and/or funds. The approved bond form must be used for the above purpose.

Section 2.05. The Employer recognizes the Union as the sole and exclusive collective bargaining agent of all workmen employed under the terms and conditions contained in this agreement.

Section 2.06. 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 2.07. 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 2.08. An owner/operator employing five or less journeymen, who is a journeyman wireman member of the IBEW, may work with tools provided the following conditions are met:

- His/her per capita dues are current
- He/she is working under the terms of the Inside Agreement
- All his/her employees, if any, are working full time

However, nothing in this rule shall be construed as preventing any individual from making a temporary repair or adjustment where an emergency exists involving a hazard to life or property or serious inconvenience.

Section 2.09. No applicant or employee while he remains subject to employment by Employers operating under this Agreement shall be recognized as a contractor for the performance of any electrical work.

Section 2.10. (a) Journeymen Wiremen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

(b) A Journeyman Wireman shall be required to make any necessary corrections in work for which he is responsible on his own time during regular working hours. The Union shall be notified by the employer when corrections are necessary.

Section 2.11. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2.12. (a) A Steward shall be appointed by the Business Manager on every job and he must be given sufficient time to see that this Agreement and working rules are enforced on the job. The Employer shall be notified in writing of the appointment, transferal or removal of a Steward by the Local Union. Such Steward shall, at all times, be held accountable to the Union.

(b) In the event of a dispute or trouble arising on any job where the members of the Union are employed, workmen employed on the job, shall remain at work. The Stew-

ard on the job, or Journeyman electricians having charge shall notify the Business Manager's office and Contractor at the same time.

(c) At no time shall a Steward be discriminated against for the faithful performances of his duties. He shall remain on the job until only one (1) Journeyman Wireman and one (1) Apprentice remain, unless removed by the Business Manager. The Steward may not be transferred from job unless mutually agreed to by the Business Manager and Employer.

(d) The necessity to work overtime shall be determined by the owner's representative and/or the employer's representative. The employer's representative shall consult with the union steward on the selection of bargaining unit employees to perform such work. The employer's representative shall determine the number of employees and which employees will work the overtime.

Section 2.13. The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workmen are employed under the terms of this Agreement. Owner restrictions shall not be considered a violation of this section.

Section 2.14: (a) This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal, of its members from jobs when necessary and when the Union or its proper representatives decide to do so - but no removal shall take place until notice is first given to the Employer involved.

(b) When such removal takes place, the Union or its representatives shall direct the workmen on such jobs to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Employee will be financially responsible for any loss to the

Employer for neglect in carrying out this provision as such when involving members of the Union, but only when a safe place is provided for these by the Employer.

Section 2.15. (a) There shall be no limit on production of workmen or restriction on the safe use of proper tools or equipment and there shall not be any task or piece work.

(b) The handling and installing of all electrical equipment and materials shall be the jurisdiction of employees covered by this Agreement, except in the Employer's established place of business.

Section 2.16. The Journeyman Wireman shall furnish at least, and shall not be required to furnish more than, the following tools as designated by the Labor-Management Committee:

- Tool Box with Lock
- Hacksaw Frame
- Tri Square
- 1 Pair Cutting Pliers
- 2 Pair Channel Locks
- 1 Pair Needle Nose Pliers
- 1 Voltage Tester 600V
- 1 Six Foot Rule
- 1 Torpedo Level
- 1 Center Punch
- 1 1/4" Tap Wrench
- 1 Plumb Bob and Chalk Line
- 1 Round File
- Allen Wrenches 3/8" max.
- 1 Pair Diagonal Pliers
- Assorted Screwdrivers including Phillips Head
- Hammer not to exceed 1 1/2 lbs.
- 1 Fifty Foot Tape
- 2 Pipe Wrenches 14" max. or 2 - 4" Chain Wrenches
- 1 3/4" by 6" Cold Chisel
- Adjustable wrenches not to exceed 12"
- 1 Knife

The Apprentice shall furnish the following tools as designated by the Labor-Management Committee:

- Pencil
- Six Foot Rule
- Small Screwdriver
- Large Screwdriver
- Phillips Head Screwdriver
- Torpedo Level
- 2 Pair Channel Lock Pliers
- Tool Box with Lock
- Knife
- Hacksaw Frame
- Pair Cutting Pliers

The Employer will furnish necessary locked storage to reasonably protect tools from the weather and vandalism and will replace such tools as listed above when tools are stolen from the locked storage.

Section 2.17. The Employer shall furnish such tools as necessary and any other that he cares to furnish in the interest of better and more efficient work. When workmen are required to work in inclement weather conditions, suitable rain gear shall be furnished them.

No employee shall use his own personal vehicle to truck any of the Employer's tools or materials to a job from shop to job or to shop, except an amount equal to what employee could carry if traveling by public conveyance.

Section 2.18. Workmen shall be held responsible for the Employer's tools and equipment, provided the Employer furnishes a tool box with proper lock or other safe place for the storing of such tools or equipment. Tools shall be put away on the Employer's time. The Employer shall also provide a safe place for the tools of the employees.

Section 2.19. All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

The Employer or the individual contracting firm agrees to notify the Union when additional or replacement employees are needed. The Union agrees to furnish applicants to perform the necessary work when so notified, upon a non-discriminatory basis within forty-eight (48) hours after receiving the request from the Employer, in accordance with the Standard Referral Procedure as per Article IV of this agreement.

Section 2.20. Every fifth (5th) Journeyman Wireman in a shop shall be at least 55 years of age or older, if available and qualified to perform the work in a safe and workman-like manner. This provision shall apply only if the Journeyman Wireman has been available for work during the previous year under the collective bargaining agreement.

Section 2.21. 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 provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.22. (a) The Employer shall not directly nor indirectly induce or attempt to induce any member of the Union to violate this contract or to disregard the rules and regulations of the Union - but no contract, rule or regulation of the Union shall be adopted or put into effect in violation of any provision of this Agreement.

(b) The Union shall not directly nor indirectly induce or attempt to induce any Employer to violate this contract or to disregard any of its rules or regulations, but no rules or regulations of the Employer shall be adopted or put into practice in violation of any provision in this Agreement.

Section 2.23. The Employer agrees that it shall not discriminate in any matters of employment opportunities. It shall include but not be limited to hiring, promotion, or tenure of any employee or employment applicant on the basis of age, race, sex, color, creed, religion or national origin.

Section 2.24. An Employer shall maintain a permanent place of business with a business telephone—open to the public during normal business hours. All Company owned trucks or job trailers and/or trucks carrying men, and/or material shall have the firm's name in bold lettering.

Section 2.25. Employers shall comply with all license, permit and inspection requirements of the locality in which they are doing business.

Section 2.26. Employers are required to furnish the Local Union with full information on the number of hours each employee works and the amount of wages the employees receive. This report is to be mailed to the Union office monthly, and received no later than the 15th of each month.

It is understood that effective May 1, 1965, the employees contributions except (NEBF) and the withholdings from employees wages, as specified in this Agreement shall be covered by a composite form, and one payment, to go to a Bank Depository selected by the Association and the Union, under an agreement whereby the depository distributes the money to the various funds designated.

These reports are made available to the Labor-Management Committee at their regular meeting.

ARTICLE III Hours - Wages - Working Conditions

Section 3.01. (a) Eight (8) hours shall be a day's work — from 8:00 a.m. to 4:30 p.m. The thirty (30) minutes lunch period shall be scheduled to begin between the hours of 11:30 a.m. to 12:30 p.m. If an employee is requested to work through the scheduled lunch period, he will be compensated at the regular premium rate for this period and granted a thirty (30) minute lunch period as soon as possible after this period. Forty (40) hours within five (5) days — Monday through Friday, inclusive — shall constitute a work week. Same shall apply when reporting to shop, upon request of Employer.

(b) In order to satisfy job conditions and/or to accommodate the customer, the employer, within 48 hours notice to the union and 48 hours notice to the affected employees, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 A.M. and 6:00 P.M., Monday through Thursday, with one-half hour allowed for a lunch period. Should any overtime become necessary, wages shall be paid as follows:

Monday through Thursday, hours in excess of ten in a workday or forty in a work week, all hours worked on Friday and the first eight hours worked on Saturday, shall be paid at one and one-half times the straight time rate of pay. All hours worked in excess of eight on Saturday and all day Sunday and holidays (or days celebrated as such) shall be paid at double the straight time rate of pay.

On Jobs worked per this section, a third ten minute rest period shall be allowed at the beginning of the ninth hour. Implementation of this section must be approved by the Business Manager on a case-by-case basis.

In case of inclement weather or situations which may pose a safety or health risk, employees working a "four tens" job may work Friday as a voluntary makeup day. In such cases, a full shift must be worked on the makeup day and it will not be counted as an absence against the employee if he elects not to work the makeup day. Makeup days may not be utilized on an individual basis.

Section 3.02. (a) Time and one-half (1 1/2) shall be paid for overtime worked between the hours of midnight Sunday through midnight Friday and the first eight (8) hours of work only on Saturday on all jobs. All other overtime worked from midnight Friday through midnight Sunday and holidays specified in Section 3.03 (or days celebrated as such) shall be paid for at the rate of double (2) time.

(b) When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, *structural steel and bridges or similar hazardous locations where workmen are subject to a direct fall:

50' to 75' - add 25% above workman's straight time rate.

Over 75' - add 50% above workman's straight time rate.

However, work performed using JLGs and bucket trucks - no high rates required up to 75'.

Over 75' - 50% above workman's straight time rates.

* Structural Steel is defined as open, unprotected, unfloored raw steel.

Section 3.03. (a) The following days shall be defined as holidays: Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the Friday following Thanksgiving. Holidays falling on Saturday shall be celebrated on the previous Friday. Any of the listed holidays falling on Sunday shall be celebrated on the following Monday.

(b) Where overtime work, requiring more than one (1) hour is necessary on regular working days, workmen shall have a rest period, without pay, of at least one-half hour after the regular quitting time before proceeding with overtime work if they so desire.

(c) In lieu of the above, a ten minute paid rest period shall commence at the beginning of the ninth hour and at each succeeding four-hour interval.

Section 3.04 Wages shall be paid weekly not later than quitting time on Friday, or the last normal working day of the week (when holiday falls on Friday.) Not more than three (3) days wages may be withheld at any time. All paychecks shall be issued on banks within the jurisdiction of Local Union 369, or be certified or cashier's checks. Any workman terminated by the Employer shall be paid all his wages immediately. In the event that he is not paid off, waiting time at regular rate shall be charged until payment is made. In the event there is a reduction of the work force on weekend, or holiday, the checks may be held until the next normal workday.

As an option, if mutually agreed to by the employer and employee, the employee may elect to have his pay deposited directly to an account of his choice. In such cases, it remains the responsibility of the employer to provide the employee with a weekly written statement of withholdings and deductions.

Section 3.05. Effective June 1, 1999, and continuing through May 31, 2002, the classifications of employees within the bargaining unit covered by this Agreement and schedule of minimum wage rates applicable to such classification shall be:

**INDUSTRIAL RATES
EFFECTIVE JUNE 1, 1999**

	Wages	13% Retirement	Benefit
Journeyman	22.60	2.94	2.95
Foreman	24.63	3.20	2.95
General Foreman	25.54	3.32	2.95
Area General Foreman	26.67	3.47	2.95

**INDUSTRIAL RATES
EFFECTIVE JUNE 1, 2000**

	Wages	14% Retirement	Benefit
Journeyman	23.00	3.22	3.05
Foreman	25.07	3.51	3.05
General Foreman	25.99	3.64	3.05
Area General Foreman	27.14	3.80	3.05

**INDUSTRIAL RATES
EFFECTIVE JUNE 1, 2001**

	Wages	14% Retirement	Benefit
Journeyman	23.50	3.29	3.15
Foreman	25.62	3.59	3.15
General Foreman	26.56	3.72	3.15
Area General Foreman	27.73	3.88	3.15

**APPRENTICES
EFFECTIVE JUNE 1, 1999**

Period	%JW	Wage	13% Retirement	Benefit
1 0 - 1000 hours	45%	\$10.17	\$.00 *	\$2.95
2 1001 - 2000 hours ..	50%	\$11.30	\$.00 *	\$2.95
3 2001 - 3500 hours ..	55%	\$12.43	\$1.62	\$2.95
4 3501 - 5000 hours ..	60%	\$13.56	\$1.76	\$2.95
5 5001 - 6500 hours ..	65%	\$14.69	\$1.91	\$2.95
6 6501 - 8000 hours ..	70%	\$15.82	\$2.06	\$2.95

**APPRENTICES
EFFECTIVE JUNE 1, 2000**

Period	%JW	Wage	14% Retirement	Benefit
1 0 - 1000 hours	45%	\$10.35	\$.00 *	\$3.05
2 1001 - 2000 hours ...	50%	\$11.50	\$.00 *	\$3.05
3 2001 - 3500 hours ...	55%	\$12.65	\$1.77	\$3.05
4 3501 - 5000 hours ...	60%	\$13.80	\$1.93	\$3.05
5 5001 - 6500 hours ...	65%	\$14.95	\$2.09	\$3.05
6 6501 - 8000 hours ...	70%	\$16.10	\$2.25	\$3.05

**APPRENTICES
EFFECTIVE JUNE 1, 2001**

Period	%JW	Wage	14% Retire- ment	Benefit
1 0 - 1000 hours	45%	\$10.58	\$.00 *	\$3.15
2 1001 - 2000 hours ..	50%	\$11.75	\$.00 *	\$3.15
3 2001 - 3500 hours ..	55%	\$12.93	\$1.81	\$3.15
4 3501 - 5000 hours ..	60%	\$14.10	\$1.97	\$3.15
5 5001 - 6500 hours ..	65%	\$15.28	\$2.14	\$3.15
6 6500 - 8000 hours ..	70%	\$16.45	\$2.30	\$3.15

* No Local Union retirement contribution on 45% and 50% apprentices.

From each employee's earnings, the employer agrees to deduct union working dues of four and one-half percent (4½%) of the gross wages. Working dues shall be combined with the ten cents (\$.10) per hour deduction for the following:

The Union Political Action Fund (\$.05), Union Promotional Fund (\$.03), and Building and Trades Fund (\$.02 as per the Local Union 369 By Laws). Reporting or failure to report and check off authorization cards as discussed in section 3.07 shall apply to bargaining unit employees who have working dues deducted.

It shall be the Union's responsibility to furnish to the member the check off authorization card at the time of referral, and it shall be the member's responsibility to present this card, properly executed, to the employer at the time of the member's reporting for work. Deductions will start only upon presentation of properly executed authorization card to the employer.

Payment of these deductions shall be forwarded monthly to be received not later than the 15th day of the month following the month for which the hours are reported. (No PAC Fund, Promotional Fund, Building Trades or working dues shall be deducted from 45% and 50% apprentices. No Local Union Retirement shall be contributed on 45% and 50% apprentices)

The Union will have the responsibility of segregating and distributing the funds. (See Article III, Sections 3.07, 3.12 and 3.13).

FOR OTHER CONTRIBUTIONS AND DEDUCTIONS REFER TO:

ARTICLE V - SECTION 5.16 - APPRENTICE and TRAINING CONTRIBUTION - Effective June 1, 1999, 1% of Gross Productive Payroll. (Minimum \$10.00 per month). Effective August 1, 1999, 1½%. Effective June 1, 2000, 2½%.

ARTICLE VI - SECTION 6.01 - NEBF CONTRIBUTION - 3% of Gross Productive Payroll.

ARTICLE VI - SECTION 6.02 - BENEFIT FUND CONTRIBUTION - Amount(s) listed in Article III, Section 3.05 under "Wages".

Benefit Fund contributions on 2nd and 3rd shift shall be made on a full (8) hours basis when the full shift is worked. Benefit Fund and withholdings shall be made on a per hour worked basis regardless of premium time.

ARTICLE VI - SECTION 6.03 - VACATION WITHHOLDING - five (5%) of gross wage. The employee shall be entitled to a voluntary payroll deduction in excess of five percent (5%) to the depository selected by the Union for a period of not less than six (6) months. The employee may cancel, but not renew or change the amount of such voluntary payroll deduction during the period of six (6) months following the initial request.

ARTICLE VI - SECTION 6.04 - RETIREMENT FUND CONTRIBUTIONS - For the period beginning June 1, 1999 and ending May 31, 2000, 13% of each classification hourly wage rate for each hour worked. Beginning June 1, 2000 the contribution shall increase to 14% of each classification hourly wage rate for each hour worked (Apprentice, Journeyman, Foreman, General Foreman, Area General Foreman). No Local Union pension contribution shall be owed on 45% and 50% apprentices.

ARTICLE VII - SECTION 7.01 - INDUSTRY FUND/NECA SERVICE CHARGES - 1% of Gross Productive Payroll.

ARTICLE VIII - SECTION 8.03 - LABOR/MANAGEMENT COOPERATIVE COMMITTEE - \$.01 per hour to National LMCC, \$.09 per hour Local LMCC, both to be reported on total NEBF hours.

Shift Pay Provisions

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

Journeyman	Wage	Retirement	Benefit
June 1, 1999	22.60	2.94	2.95
June 1, 2000	23.00	3.22	3.05
June 1, 2001	23.50	3.29	3.15

Second Shift - 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 rate plus 10% for working seven and one-half (7½) hours.

Journeyman	Straight	(1 1/2) Time	Retirement	Benefit
June 1, 1999	\$26.52	\$39.78	\$3.45	\$2.95
June 1, 2000	26.99	40.49	3.78	3.05
June 1, 2001	27.57	41.36	3.86	3.15

Sample Computation - Second Shift

$$\begin{aligned}
 \text{June 1, 1999} \quad & \$22.60 \times 8 \text{ hrs.} = \$180.80 \\
 & 180.80 \times 10\% = 18.08 + 180.80 = 198.88 \\
 & \underline{198.88} \\
 & 7.5 = 26.52 \text{ second shift hourly rate} \\
 & 26.52 \times 1.5 = 39.78
 \end{aligned}$$

Time and one-half overtime rate

Third Shift - 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 working seven (7) hours.

Journeyman	Straight	(1 1/2) Time	Retirement	Benefit
June 1, 1999	\$29.70	\$44.55	\$3.86	\$2.95
June 1, 2000	30.23	45.35	4.23	3.05
June 1, 2001	30.89	46.34	4.32	3.15

Sample Computation - Third Shift

$$\begin{aligned}
 \text{June 1, 1999} \quad & \$22.60 \times 8 \text{ hrs} = 180.80 \\
 & 180.80 \times 15\% = 27.12 + 180.80 = \$207.92 \\
 & \underline{207.92} \\
 & 7 = \$29.70 \text{ Third Shift Hourly Rate}
 \end{aligned}$$

$$29.70 \times 1.5 = 44.55$$

Time and one-half overtime rate

Section 3.06. (a) No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on the job.

(b) The Employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union.

In lieu of the Employer furnishing transportation, when an employee uses his own vehicle at the request of the Employer, transportation shall be reimbursed by the Employer at a rate that will correspond with the allowable amount established by the Internal Revenue Service.

Section 3.07. 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. Working dues shall be deducted from the member's weekly gross pay. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer. These deductions shall be remitted once monthly to the Local Union 369, no later than the 15th day of the month immediately following the month in which the work in question occurred. The Employer shall show on the member's check stub the amount deducted.

Section 3.08. Supervision. Each Individual employing concern shall designate in writing to the Union, the name or names of his superintendents, who are solely authorized to do business with the Union for said concern.

(a) Foreman - A Foreman is a workman in charge of any job where four (4) or more Journeyman Wiremen, including himself, are employed at any one time. A Foreman may not at any time have more than ten (10) Journey-

man Wiremen working under him. He may work with tools, but shall receive orders from the General Foreman or the Employer's Superintendent. Among other duties he shall discharge the Employer's and the Union's responsibility to the public by seeing to it that the electrical work under his supervision is installed in accordance with applicable rules and code requirements, according to contract specifications in a safe and workmanlike manner. When a Foreman is not required on a job under the provisions provided in this Agreement, the Employer or the Employer's Superintendent shall designate on each job a Journeyman Wireman who shall be responsible for and in charge of the job.

(b) General Foreman - When two (2) Foremen are required on any one (1) contract, one shall be designated General Foreman, who shall not work with tools and he shall have direct supervision over the crew. When three (3) Foremen are required on any one (1) contract, there shall be a General Foreman over them. A General Foreman shall not have supervision over more than four (4) Foremen at any one time, and he shall receive his orders from the Superintendent. He shall also discharge the Union's and the Contractor's responsibility to the public by seeing to it that the electrical work is installed in accordance with the Municipal Rules and Code Requirements.

(c) A Foreman or General Foreman is to be present on the job at all times when work is being performed, except when a Foreman is not required on a job under the provisions provided in this Agreement.

(d) Area General Foreman - When a job requires more than two (2) General Foremen, there shall be an Area General Foreman, who shall not work with tools, with the understanding that this classification shall only apply during this period of the job operation when there are more than two (2) General Foremen.

He shall receive orders from the designated job Superintendent only. He shall not have supervision over more than four (4) General Foremen at any one time. When a job requires more than four (4) General Foremen, there shall be an additional Area General Foreman when the next additional Journeyman Wireman is employed, this second Area General Foreman shall operate under the same rules as set forth for the first Area General Foreman, this same procedure shall apply as each successive Area General Foreman is required by the terms of this provision.

Section 3.09. (a) When a workman is notified to report for work and is not put to work, through the fault of the Employer, he shall be paid not less than two (2) hours' pay, at the prevailing rate, for reporting. However, no reporting time shall be allowed when weather conditions do not permit the work to be performed. An employee is considered notified to report for work the following normal work day if after working the previous normal workday the employee is not notified otherwise.

Section 3.10. Shift Work.

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

The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen 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 hours' work.

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

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift hourly rate.

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

Section 3.11. All work done for the progress of the job in the shop must be done by workmen in the bargaining unit working in the proper classification, who are to be paid the minimum wages according to classifications.

All power threading and/or power driven equipment shall be operated by a workman who has been properly trained in the safe operation of the equipment.

Section 3.12. Political Action Committee

The Employers agree to deduct and remit to the Union for distribution to the IBEW Local Union 369 Political Action Committee five cents (\$.05) per hour for each hour worked by bargaining unit employees. These deductions shall only apply to bargaining unit employees who have working dues deducted. These deductions shall be made weekly and submitted monthly with the working dues.

Section 3.13. Promotional Fund

The Employers agree to deduct and remit to the Union for distribution to the IBEW Local Union 369 Promotional Fund three cents (\$.03) per hour for each hour worked by

bargaining unit employees. These deductions shall only apply to bargaining unit employees who have working dues deducted. These deductions shall be made weekly and submitted monthly with the working dues.

ARTICLE IV Referral Procedures

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.

**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 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 I.B.E.W. 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 at the trade 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 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:

Kentucky Counties:

Anderson	Franklin	Leslie	Perry
Barren	Garrard	Letcher	Powell
Bath	Grayson	Lincoln	Pulaski
Bell	Green	Logan	Robertson
Bourbon	Hardin	Madison	Rockcastle
Boyle	Harlan	Marion	Scott
Breathitt	Harrison	McCreary	Shelby
Breckinridge	Hart	Meade	Spencer
Bullitt	Henry	Menifee	Taylor
Butler	Jackson	Mercer	Todd
Carroll	Jefferson	Metcalf	Trimble
Casey	Jessamine	Montgomery	Warren
Clark	Knott	Nelson	Washington
Clay	Knox	Nicholas	Wayne
Edmondson	Larue	Oldham	Whitley
Estill	Laurel	Owen	Wolfe
Fayette	Lee	Owsley	Woodford

Indiana Counties:

Clark	Jackson	Scott
Floyd	Jefferson	Washington
Harrison		

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. "Examination" — 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 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 4.12. An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

Section 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. 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.

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

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

Section 4.19. A copy of the Referral Procedure set forth in this 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.

Section 4.21. "When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

(a) Temporary employees, if any are employed, shall be laid off first. Then employees in GROUP IV shall be laid off next, if any are employed in this GROUP. Next to be laid off are employees in GROUP III, if any are employed in this GROUP, then those in GROUP II, and then those in GROUP I.

(b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15(a) is required.

(c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate GROUP in paragraph (a) above."

Section 4.22. It is agreed that the most desirable time for a layoff of a workman is on Friday, at the close of the workday. ~~The next most preferable time for a layoff is at the close of any full workday.~~ Reasonable efforts will be made to govern layoff accordingly. The Employers shall notify the union 48 hours in advance of any layoff, whenever possible, and Saturdays, Sundays and holidays are not included.

Section 4.23. (a) Termination slips shall be used on all employee terminations. Four (4) copies of the termination slip shall be issued. One (1) to the employee, one (1) to the employer, one (1) to the Association and one (1) to the Union. Explanation shall be filled in when an employee is discharged and shall be signed by the foreman or immediate supervisor of the employee.

(b) All employees not actively employed for a period of twenty-four (24) consecutive work days due to lack of work, shall be terminated. Those employees that can show proof of illness shall be exempt from this provision.

Section 4.24. The decision with regard to the hire and tenure of all employees shall be made by Employer. Both parties agree to post the union security and job referral requirements as contained in this Article and Section in a conspicuous place. The Union to post such clauses upon its bulletin board of the Local Union, and the Employer agrees to post said clauses in a conspicuous position on the job site or hiring office of the Employer. If manpower is not supplied, the Employer has the right to hire temporary Journeyman Wireman employees.

ARTICLE V Apprenticeship and Training

Section 5.01. There shall be a Local Joint Apprenticeship and Training Committee (JATC) consisting of a total of eight (8) members who shall also serve as trustees of the local apprenticeship and training trust. An equal number of four (4) members shall be appointed, in writing, by the local Chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians and all others (unindentured, intermediate journeymen, etc.).

Section 5.02. All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a four (4) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

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

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

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

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

Section 5.06. To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with the 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 cancelled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture a total number of apprentices not to exceed a ratio of one apprentice to three Journeyman Wiremen normally employed under a collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct entry through organizing; as provided for in the registered apprenticeship standards.

Section 5.09. Though the JATC cannot guarantee any number of apprentices, if a qualified employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If the JATC is unable to fill the request within ten (10) working days, and if the JATC has fewer indentured apprentices than permitted by its allowable ratio, they shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer, agreeing that they are not to accumulate more than two thousand (2000) 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 hours worked as an unindentured will be applied towards the minimum OJT hours of apprenticeship.

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

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

Section 5.12. Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below.

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

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

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

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

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

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

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

The Trustees authorized under 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 rate of contribution effective 6-1-99 is one percent (1%) of the gross monthly labor payroll or the sum of ten dollars (\$10.00) a month, whichever is greater. This rate shall increase to 1½% effective August 1, 1999 and then 2½% on June 1, 2000. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI Fringe Benefits

Section 6.01. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Elec-

trical 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 serviced 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 agrees to pay the amount which is reflected in Article III, Section 3.05, for each hour worked by all employees covered by this agreement, to the Electrical Workers Local Union 369 Benefit Fund all in accordance with and pursuant to the provision, conditions and benefits provided for in that certain Trust Agreement by and between the International Brotherhood of Electrical

Workers Local Union 369 and the Louisville Chapter of the National Electrical Contractors Association, Inc., dated December 2, 1952, together with any and all amendments thereto.

The Benefit Fund shall be administered pursuant to the terms and conditions as set forth in the aforementioned Trust Agreement.

The payment of Employer's contributions to the Fund shall be made to a bank depository selected by the Trustees in a manner and form prescribed by the Trustees and shall be considered delinquent after the 15th of the month following the close of the last monthly payroll.

Section 6.03. All employers agree to withhold 5% gross wages for all employees covered by this Agreement, after said employee has signed individual authorization cards such withholding to be paid monthly to the Electrical Workers Local 369 Vacation Plan (Hereinafter referred to as a Vacation Plan.)

An employee shall be entitled to a voluntary payroll deduction in excess of 5% for a period of not less than six (6) months. The employee may cancel, but may not renew or change the amount of such voluntary payroll deduction during the period of six (6) months following the initial request.

The Employer agrees to furnish on the monthly transmittal form, all necessary information required for proper and efficient administration of the Plan, including the names, social security numbers, hours worked, and the amount of Vacation Saving Plan Withholding for each employee.

The depository shall be selected by the Union, and shall be provided by the Union with a list of Employees, party to this Agreement.

Section 6.04. For the period beginning June 1, 1999, and ending May 31, 2000, the Employer agrees to pay the Elec-

trical Workers Local Union 369 Retirement Fund contribution of 13% of each classification hourly wage rate for each hour worked. Beginning June 1, 2000, the rate shall be 14% of the classification hourly wage rate for each hour worked. No Local Union pension contributions shall be owed on 45% and 50% apprentices.

These payments shall be made to the Electrical Workers Local Union 369 Retirement Fund all in accordance with and pursuant to the provisions, conditions and benefits provided for in that certain Trust Agreement by and between the International Brotherhood of Electrical Workers Local Union 369 and the Louisville Chapter of the National Electrical Contractors Association, Inc., dated September 1, 1978, together with any and all amendments thereto.

The Retirement Fund shall be administered pursuant to the terms and conditions as set forth in the aforementioned Trust Agreement.

The payment of Employers' contributions to the Fund shall be made to a bank depository selected by the Trustees in a manner and form prescribed by the Trustees and shall be considered delinquent after the 15th of the month following the close of the last monthly payroll.

Section 6.05. The Employer agrees to furnish on the monthly transmittal form all necessary information and payment as required by the Benefit Fund, Retirement, Vacation, and Apprenticeship Trust Funds to be received on or before the 15th of the month following the close of the last payroll on the preceding month. The individual Employers who fail to remit as provided above, within 72 hours, notice in writing served by the Union shall:

- (1) Provide a Bond as required in Article II, Section 2.04 or;
- (2) Show satisfactory proof that the required payment has been paid.

The failure of an individual Employer to comply with the provisions of Sections 6.01, 6.02 and 6.03 shall also constitute a breach of this Labor Agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contribution to such funds which have resulted from the violation.

ARTICLE VII National Electrical Industry Fund

Section 7.01. The parties agree to the establishment of a legally constituted trust to be called the National Electrical Industry Fund.

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
Labor Management Cooperation Committee
(LMCC)

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

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving 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 cooperative 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 effect their working lives; and
- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

Section 8.03. Each employer shall contribute one (1) cent per hour worked under this agreement, up to a maximum of 150,000 hours per year, to the National LMCC and nine (\$.09) cents per hour worked under this agreement, up to a maximum of 300,000 hours per year, to the Louisville LMCC. 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 Louisville Chapter NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$20), 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 dues 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 IX Safety

Section 9.01. Two Journeymen shall work together on all energized circuits or equipment carrying 440 volts AC or 250 volts DC or respective higher voltages.

APPRENTICES SHALL NOT WORK IN OR ON ANY APPARATUS WHERE ANY VOLTAGE IS IN EXCESS OF 50 VOLTS, UNLESS UNDER THE SUPERVISION OF A JOURNEYMAN.

Section 9.02. The Employer shall furnish all personal safety equipment (i.e., hard hats, safety glasses, ear plugs, protective gear for workers engaged in welding and cutting operations, fall prevention gear, etc.) when such is required.

Section 9.03. (a) It is a shared responsibility of the Employer and Employees to maintain a safe workplace.

(b) A safety program calling for a reporting system of all "on the job" accidents. The basic requirements for such a system are already in existence as all insured employers

Section 10.03. The use of illegal drugs, or drinking of intoxicants is prohibited.

Section 10.04. Inefficiency, loafing, carelessness, chronic absenteeism or tardiness, or failure to remain at the designated place of work during working hours will not be tolerated. It shall be the responsibility of the employee to notify the employer or the employer's representative on the job (foreman, general foreman, etc.) when the absence occurs. Failure to do so will be considered sufficient grounds for termination of employment.

Section 10.05. Flagrant OSHA or safety abuses will not be tolerated.

Section 10.06. Theft, sleeping, horseplay, gambling, or rowdiness on the job will not be tolerated.

Section 10.07. Any abuse of Company tools and/or equipment will not be tolerated.

Section 10.08. Failure to extend proper respect to a customer and/or his representative.

Section 10.09. Thirty (30) minute lunch periods shall be prompt and taken at designated times.

Section 10.10. Employees will be afforded a work break at their work stations not to exceed ten (10) minutes in the morning and ten (10) minutes in the afternoon. When overtime of more than one (1) hour is worked, an additional 10 minute rest period shall commence at the beginning of the ninth hour and at each succeeding four-hour interval. It is understood that work breaks will not create a general work stoppage. If the work station environment is not suitable, special arrangements will be made to establish an area close by.

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ARTICLE XI
Prior Agreement

This Agreement, and any Letters of Memorandum or Understanding signed on or after this date shall be the only ~~Agreement between the parties, and any prior Agreement~~ whether written or verbal is hereby declared null and void.

ARTICLE XII

Section 12.01. Individual Employers who fail to remit as provided, shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been made.

Section 12.02. (a) The failure of an individual Employer to comply with the provisions shall also constitute a breach of this Labor Agreement. As a remedy for such violation, the Labor-Management Committee is empowered, at the request of the Union, to require an Employer to pay into the affected Joint Funds established under this Agreement any delinquent contributions to such funds which have resulted from the violation.

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

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.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

SIGNED:

**LOUISVILLE
CHAPTER NATIONAL
ELECTRICAL
CONTRACTORS
ASSOCIATION, INC.**

SIGNED:

**LOCAL
UNION 369, IBEW**

BY *John A. ...*
TITLE CHAPTER MANAGER
DATE 8-3-99

BY *T. ...*
TITLE BUSINESS MGR.
DATE 8-3-99

