

2017 - 2020  
INSIDE  
CONSTRUCTION  
AGREEMENT

BETWEEN

AKRON DIVISION  
NORTH CENTRAL OHIO CHAPTER  
N.E.C.A.

AND

LOCAL UNION 306  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

AKRON, OHIO AND VICINITY

# CONTENTS

	<u>SECTIONS</u>	<u>PAGES</u>
AGREEMENT		3
ARTICLE I	Effective Date—Changes— Grievances—Disputes	1.01—1.10 4
ARTICLE II	Employer Rights—Union Rights	2.01—2.21 6
ARTICLE III	Hours—Wages—Working Conditions	3.01(a)—3.18 10
ARTICLE IV	Referral Procedure	4.01—4.20 17
ARTICLE V	Apprenticeship Training	5.01—5.16 22
ARTICLE VI	Fringe Benefits	6.01—6.08 25
ARTICLE VII	Industry Fund	7.01 32
ARTICLE VIII	LLMCC	8.01—8.04 32
ARTICLE IX	NLMCC	9.01—9.04 34
ARTICLE X	Safety	10.01—10.03 35
ARTICLE XI	Substance Abuse	11.01 36
ARTICLE XII	Code of Excellence	12.01 36
SEPARABILITY CLAUSE		37
SIGNATURE PAGE		37
INDEX		38

## **AGREEMENT**

Agreement by and between the Akron Division, North Central Ohio Chapter, NECA and Local Union 306, 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 Akron Division, North Central Ohio Chapter, NECA and the term "Union" shall mean Local Union 306, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

The terms "employee" or "workman" shall mean an individual employed under the terms of 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 relationships between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

## ARTICLE I

### Effective Date -- Changes - Grievances -- Disputes

**Section 1.01.** This Agreement shall take effect May 29, 2017 and shall remain in effect until May 31, 2020 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each 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 for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

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

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

**Section 1.05.** There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the Management representatives.

**Section 1.06.** All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two (2) 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. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

**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 decision shall be final and binding.

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

**Section 1.10.** All grievances or questions in dispute referred to in Section 1.06 that may arise between the parties to this agreement must be submitted in writing to the duly authorized representative within forty five (45) days of the time the grieving party first became aware, or reasonably should have been aware, of the alleged act or acts.

## ARTICLE II

### EMPLOYER RIGHTS – UNION RIGHTS

**Section 2.01(a).** Certain qualifications, knowledge, experience, and financial responsibility are required of everyone desiring to be an Employer in this electrical industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications--whose principal business is in the electrical contracting industry--and maintaining a place of business and a suitable financial status to meet payroll requirements and employing not less than one (1) journeyman regularly, upon signing a Letter of Assent to be bound by this Agreement.

(b) The avoidance of the intent of this Section by the pretense of operation of the business by persons not meeting the requirements of this Agreement will not be permitted.

**Section 2.02. MANAGEMENT RIGHTS** The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the Collective Bargaining Agreement, in planning, directing, and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

**Section 2.03. Foreman Call by Name**

- (a) The employer shall notify the Business Manager, in writing, the name of the individual who is requested for employment as a foreman.
- (b) The individual selected shall remain as a foreman, with foreman's pay and foreman's duties for a period of at least one thousand (1,000) hours of employment, or must receive a reduction in force layoff. After one thousand (1,000) hours of employment an individual no longer utilized as a foreman may request, and receive a reduction on force layoff.
- (c) An individual who has been requested as foreman by an Employer has the right of refusal, without penalty.
- (d) An individual requested by the Employer shall be required to be currently registered and available for employment on the Group 1 Out-of-Work List for a minimum of one (1) month prior to the request.
- (e) No more than two (2) individuals, hired under the terms of this section, may be utilized on the same jobsite at the same time except to meet the provisions of Section 3.11 of this agreement.
- (f) Section (d) above shall not apply to an individual if the requesting employer was the individual's last employer.

**Section 2.04.** For all employees covered by this Agreement, the Employer shall carry Ohio Workers' Compensation Insurance, Social Security and such other protective insurance as may be required by the laws of the State, and shall furnish satisfactory proof of such to the Union. He shall also make contributions to the Ohio Unemployment Compensation Commission.

The employer shall also provide the Local Union Office with the name of the Worker's Compensation Managed Care Organization (MCO) He/She has selected.

**Section 2.05.** The Employer has the right to publish and enforce shop rules provided said rules do not conflict with other provisions of this Agreement. However, this does not deny the right of the Union to use the Grievance Procedure in behalf of a person or persons.

The Employer shall provide the Union with a copy of any shop rules He/She intends to enforce.

**Section 2.06.** The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

**Section 2.07. PORTABILITY** 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 (4) bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two (2) bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

**Section 2.08. FAVORED NATIONS** The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

**Section 2.09.** One individual connected with an employing firm as an owner or partner shall be permitted to perform manual electrical work under the terms of this Agreement until the

employer's work force, obtained through the standard referral procedure, exceeds three (3) employees. In case of an emergency an Employer may perform manual electrical work not to exceed one (1) hour duration.

**Section 2.10(a).** Members of the IBEW, except those meeting the requirements of "Employer" as defined herein, shall not become a contractor for the performance of any electrical work.

(b) No person shall, while an applicant for, or subject to employment, or employed under the terms of this Agreement, become a contractor for the performance of any electrical work.

**Section 2.11.** Employees shall install all electrical work in accordance with municipal rules, National Electrical Code requirements, contract or manufacturer's specifications (if provided) and in a safe and workmanlike manner.

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

**Section 2.13.** The Employer recognizes the Union's right to appoint a steward at any shop or on any job (from among the workmen in the shop or on the job) where workmen are employed under the terms of this Agreement. Under no circumstances shall the Employer dismiss or otherwise discriminate against any steward because of their faithful performance of duties as steward.

**Section 2.14.** The representative of the Union and the representative of NECA shall be allowed access to any job at any time, or where members of the Union are employed.

**Section 2.15.** Journeymen electricians shall provide themselves with the following tools: (as a minimum list)

- |                           |                                     |
|---------------------------|-------------------------------------|
| 1 - Pencil                | 1 - Claw Hammer                     |
| 1 - Knife                 | 1 - Cold Chisel                     |
| 1 - 6 Foot Rule           | 1 - Center Punch                    |
| 1 - Pair Cutting Pliers   | 1 - Voltage Tester - 600 Volts      |
| 1 - Pair Diagonal Pliers  | 1 - Flashlight - Standard 2 battery |
| 1 - Pair Long Nose Pliers | 1 - Plumb Bob                       |
| 2 - Channel Locks         | 2 - Phillip Head Screw Drivers      |
| 1 - Hack Saw Frame        | 1 - Tap Holder up to 1/4" (no taps) |
| 1 - Screw Driver - 4"     | 1 - Set Allen Wrenches 1/16" - 1/2" |
| 1 - Screw Driver - 6"     | 1 - Set Nut Drivers 3/16" - 1/2"    |
| 1 - Crescent Wrench - 10" | 1 - 9" Torpedo Level                |
| 1 - Small Square          | 1 - Continuity Tester               |
| 1 - Compass Saw Frame     | 1 - Crimping Tool to #10 Wire       |
| 1 - Chalk Line            | 1 - Wire Stripper to #10 Wire       |
| 1 - Pocket Tick Tracer    | 1 - Current NEC Code Book           |

Contractors to furnish batteries for flashlights, testers and chalk.



**Section 2.16.** The Employer shall furnish all other necessary tools or equipment. Employees will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes or other safe places for storage. Each Employer shall provide a locked box or safe place for the storage of employees' tools.

**Section 2.17.** All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first day following the dates of their employment, or the effective date of this Agreement, whichever is later.

**Section 2.18. AGE RATIO** On all jobs requiring five (5) or more Journeymen, at least every fifth (5th) Journeyman, if available, shall be fifty (50) years of age or older.

**Section 2.19. SUBCONTRACTING** The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

**Section 2.20.** The policy of the Local Union and its members is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions.

**Section 2.21.** 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 representative decides to do so; but no removal shall take place until notice is first given to the Employer involved. When such removal takes place, the Union or its representatives shall direct the workmen on such job to carefully put away all

tools, materials, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

## **ARTICLE III**

### **HOURS – WAGE PAYMENTS – WORKING CONDITIONS**

**Section 3.01(a).** Eight (8) hours worked between the hours of 7:00 AM and 5:00 PM, with a thirty (30) minute unpaid period for lunch between 11:00 AM and 1:00 PM, shall constitute the work day. Five (5) such days, Monday through Friday shall constitute the work week.

**Section 3.01(b).        **FOUR 10-HOUR DAYS****

- (1) The Employer, with prior approval of the Union, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 AM and 7:00 PM, Monday through Thursday, or Tuesday through Friday, but not both.
- (2) A second shift of at least four (4) consecutive days duration may be worked between the hours of 4:00 PM and 8:00 AM at the time standard applying at the job site Monday through Thursday, or Tuesday through Friday, but not both, shall constitute the work week. Workers on the second shift shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.
- (3) An unpaid lunch period of thirty (30) minutes shall be allowed on each shift.
- (4) There shall be no requirements for a day shift when a second shift is worked.
- (5) The first overtime hour worked after the shift shall be paid at one and one half (1½) times the appropriate shift hourly rate. All other overtime worked, Monday through Thursday, or Tuesday through Friday inclusive, shall be at double the straight time rate. On a Monday through Thursday shift, the first eleven (11) hours on Friday shall be paid at one and one half (1½) times the appropriate hourly shift rate. On a Tuesday through Friday shift, the first eleven (11) hours on Monday shall be paid at one and one half (1½) times the appropriate hourly shift rate. All other overtime shall be paid at double the straight time rate.
- (6) There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.
- (7) With the exception of the items listed above, all other terms and conditions of this agreement shall apply.

**Section 3.02.        **OVERTIME - HOLIDAYS**** All work performed outside the regularly scheduled working hours, not to exceed three (3) hours per day, up to two (2) hours before the start of the normal work day and one (1) hour after, or three (3) hours after, Monday through Friday and the first eight (8) hours on Saturday, beginning at the regular shift starting time, shall be paid at one and one half times the straight time rate of pay. All work performed on Sunday

and on the following holidays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, or days celebrated as such, and all work after the 11<sup>th</sup> hour, Monday through Friday, shall be paid at double the straight time rate of pay. No workman shall be permitted at any time to perform work outside the regularly stated working hours without notifying the Representative of the Union within twenty-four (24) hours. Should Christmas Day, New Year's Day or Fourth of July fall on a Saturday, Friday shall be recognized as the holiday and, if worked, shall be paid at one and one half (1½) times the straight time rate of pay. If said holidays fall on Sunday, Monday shall be recognized as the holiday and, if worked, shall be paid at double the straight time rate of pay.

Second or third shifts lasting less than five (5) days shall be paid at 1 ½ times the straight time rate.

No work shall be performed on Labor Day except in the case of emergency, and then only after approval of the Representative of the Union.

**Section 3.03 PAYROLL PERIOD** The payroll period shall end on Sunday midnight. Wages shall be paid weekly, not later than regular quitting time on Wednesday and not more than three (3) days wages may be withheld at any time. Should Monday, Tuesday, or Wednesday fall on a holiday, wages shall be paid on Thursday.

**Section 3.04(a). PAYMENT OF WAGES** All wages shall be paid weekly, by check or electronically. Additionally, the following information must be provided with the wage payment: employee's name, hours worked, and the amount due less deductions.

The Employer may choose to pay employees one of the following ways:

- (1) by electronically depositing, by no later than quitting time on Wednesday, the Employee's wages in the bank account the employee designates, recognizing memo posting. The employee may choose electronic or paper paystubs. If electronic paystubs are used they must meet the guidelines required by law or, if paper paystubs are used they must be delivered by one of the means provided below. (Exception: If an Employee cannot open an account or, have any means to have monies electronically deposited or, if extenuating circumstances exist); or
- (2) by delivering the Employee's wages in the form of a check, placed in a sealed envelope, to the Employee on the job site no later than quitting time on Wednesday; or
- (3) by mailing the Employee's wages in the form of a check to the Employee's designated address. The check must be postmarked no later than Tuesday of the week it is due. Checks postmarked on Tuesday and not received by Thursday, will be re-issued and hand delivered to the Employee the next day.

**Section 3.04(b).** Any employee who is terminated, laid-off, or quits his employment shall receive all wages owed to him by any of the means provided above, so that they receive payment no later than the next regular payday. Any workman quitting shall notify the Employer not later than one-half (1/2) hour before quitting time on the day that he is terminating his employment.

**Section 3.04(c).** Upon termination/layoff of employment each employee shall be furnished a Job Separation Form by the Employer not later than one-half (1/2) hour before quitting time.

**Section 3.04(d).** Wages and Job Separation Forms that are not received by the date and time stated above will result in eight (8) hours paid waiting time per twenty-four (24) hour period or any part thereof until all wages/forms due are received by the employee.

**Section 3.05 (a). The minimum rate of wages effective May 29, 2017 (\$1.25 allocated) shall be:**

Senior General Foreman		
20% above Journeyman rate	\$41.09	\$41.69*
General Foreman		
15% above Journeyman rate	\$39.38	\$39.95*
Foreman		
10% above Journeyman rate	\$37.66	\$38.21*
<b>Journeyman</b>	<b>\$34.24</b>	<b>\$34.74*</b>
Journeyman Wireman when cable splicing		
10% above Journeyman rate	\$37.66	\$38.21*

\*With 10 Hours Approved JATC Continuing Education credits in the previous 12 months

*Note:* The JATC shall be the authority to set standards for issuing continuing education credit.

**APPRENTICES**

1st period	40% of \$34.24 per hour	\$13.70
2nd period	45% of \$34.24 per hour	\$15.41
3rd period	50% of \$34.24 per hour	\$17.12
4th period	55% of \$34.24 per hour	\$18.83
5th period	65% of \$34.24 per hour	\$22.26
6th period	80% of \$34.24 per hour	\$27.39

**The minimum rate of wages effective May 28, 2018 (\$1.15 to be allocated) shall be:**

Senior General Foreman		
20% above Journeyman rate	\$42.47	\$43.07*
General Foreman		
15% above Journeyman rate	\$40.70	\$41.27*
Foreman		
10% above Journeyman rate	\$38.93	\$39.48*
<b>Journeyman</b>	<b>\$35.39</b>	<b>\$35.89*</b>
Journeyman Wireman when cable splicing		
10% above Journeyman rate	\$38.93	\$39.48*

\*With 10 Hours Approved JATC Training in the previous 12 months

*Note:* The JATC shall be the authority to set standards for issuing continuing education credit

**APPRENTICES**

1st period .....	40% of \$35.39 per hour	\$14.16 per hour
2nd period.....	45% of \$35.39 per hour	\$15.93 per hour
3rd period .....	50% of \$35.39 per hour	\$17.70 per hour
4th period.....	55% of \$35.39 per hour	\$19.46 per hour
5th period.....	65% of \$35.39 per hour	\$23.00 per hour
6th period.....	80% of \$35.39 per hour	\$28.31 per hour

**The minimum rate of wages effective May 27, 2019 (\$1.00 to be allocated) shall be:**

Senior General Foreman		
20% above Journeyman rate	\$43.67	\$44.27*
General Foreman		
15% above Journeyman rate	\$41.85	\$42.42*
Foreman		
10% above Journeyman rate	\$40.03	\$40.58*
<b>Journeyman</b>	<b>\$36.39</b>	<b>\$36.89*</b>
Journeyman Wireman when cable splicing		
10% above Journeyman rate	\$40.03	\$40.58*

\*With 10 Hours Approved JATC Training in the previous 12 months

*Note:* The JATC shall be the authority to set standards for issuing continuing education credit

**APPRENTICES**

1st period..... 40% of \$36.39 per hour	\$14.56 per hour
2nd period..... 45% of \$36.39 per hour	\$16.38 per hour
3rd period..... 50% of \$36.39 per hour	\$18.20 per hour
4th period..... 55% of \$36.39 per hour	\$20.01 per hour
5th period..... 65% of \$36.39 per hour	\$23.65 per hour
6th period..... 80% of \$36.39 per hour	\$29.11 per hour

The North Central Ohio Chapter, National Electrical Contractors Association, Akron Division and Local Union #306, International Brotherhood of Electrical Workers hereby agree that the Union shall have the right to allocate any portion of increases to any existing fringe benefit fund.

**Section 3.05(b). FRINGE BENEFITS (effective May 29, 2017)**

<b>BENEFIT</b>	<b>JW</b>	<b>JW w/TRAINING</b>
4 <sup>th</sup> District IBEW Health Fund	\$7.70	\$7.70
Local 306 IBEW Pension Annuity	\$8.20	\$8.20
National Electrical Benefit Fund—(3%)	\$1.03	\$1.04
Apprenticeship Fund—(2%)	\$0.68	\$0.69
Retiree Health Fund	\$0.81	\$0.81
Supplemental Health Fund	\$0.50	\$0.50
National LMCC	\$0.01	\$0.01
Charitable Contributions	\$0.02	\$0.02
AECAAF—(7/10 of 1% of Gross)	\$0.24	\$0.24
Local LMCC	\$0.24	\$0.24
<b>Total</b>	<b>19.43</b>	<b>\$19.45</b>

**Section 3.06. HIGH TIME** A premium rate of three percent (3%) of the applicable hourly rate per hour shall be paid for work performed over thirty feet (30') free-fall and for work in a mine. Line work is excluded.

This rule does not apply to:

- (a) Upper floors of buildings.
- (b) Protected catwalks or other railed in sections of permanent structures.
- (c) Work performed from the working platform of a crane (provided said platform complies with the appropriate State Safety Codes).
- (d) Work performed from the working platform of a scaffold whose smallest dimensions at the base is not less than 1/3 the height and complying with all State Safety Codes.
- (d) Line work – i.e., pole and steel tower distribution and transmission lines

Workmen performing work over 30-ft. free-fall for at least 2 hours will receive the applicable rate for that one-half day.

**Section 3.07. OUT OF JURISDICTION** When employees are required to perform work outside the jurisdiction of the Union where a higher wage prevails, they shall be paid the higher rate. On work performed outside the jurisdiction of Local Union No. 306, the Employer shall furnish transportation to and from the job, also board and lodging.

**Section 3.08. MILEAGE – PARKING** On jobs within the territorial jurisdiction of Local Union 306, the Employer shall furnish transportation and pay employees traveling time for all mileage from shop to job (when workmen are required to report to the shop), from job, of less than eight (8) hours duration, to job and job to shop. Should employees furnish their own transportation they shall be reimbursed at the rate determined by the Internal Revenue Service for mileage expense on the anniversary dates of this contract.

Where parking is not provided on a jobsite, the Employer shall make the necessary arrangements to provide employees with free parking. If such arrangements are not made, the Employer shall reimburse employees up to \$6.00 per day when a receipt is provided. Subsequent parking fees shall be reimbursed by the Employer when receipted.

**Section 3.09. WORKING BEYOND JURISDICTION** Employees on work beyond the jurisdiction of Local Union No. 306 shall give due consideration to transportation facilities to the end that they shall arrive at and depart from such jurisdiction limits as close to the starting and stopping time as is reasonable and practicable. The previous sentence shall not apply for an employee receiving Foreman wages and working on a jobsite 20 miles or less from the jurisdiction line. Employees furnishing their own transportation shall receive the prevailing mileage rate from the jurisdiction line to the jobsite and back to the jurisdiction line.

**Section 3.10(a). UNION DUES**

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

**(b) POLITICAL ACTION FUND** The Employer agrees to deduct and transmit to the Treasurer of IBEW Local 306 Political Action Fund, the amount of five cents (5¢) for each hour worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by IBEW Local 306 Political Action Fund. These transmittals shall occur monthly, and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. The Employer shall deduct said sums weekly and mail the same on forms provided for that purpose to the I.B.E.W. Local 306 Political Action Fund, 2650 S. Main St., Suite 200, Akron, Ohio 44319, to reach that Fund on or before the fifteenth (15<sup>th</sup>) day of each month following the weekly deductions the preceding month.

**Section 3.11. FOREMAN** The employment of Foremen shall be in accordance with the following:

**(a)** "Foreman" means a Journeyman appointed by an Employer to supervise other electrical workers.

**(b)** The employment of Foremen shall be in accordance with the following:

Total <u>Crew</u>	<u>Foreman</u>	General <u>Foreman</u>	Sr. General <u>Foreman</u>
1 through 3	0	0	0
4 through 11	1	0	0
12 through 21	1	1	0
22 through 23	2	1	0
24 through 34	3	0	1
35 through 45	4	0	1

The General Foreman may supervise a crew of nine (9) workmen and one (1) foreman.

**(c)** No Foreman, General Foreman or Senior General Foreman shall supervise more than ten (10) workmen at any one (1) time. However, they shall be required to plan their work and direct the Journeymen in the proper use of materials, tools and equipment.

**(d)** No Foreman of one job shall perform or supervise work on another job requiring a Foreman.

**(e)** On jobs having a Foreman, workmen are not to take directions or orders or accept the layout of any job from anyone except the immediate Foreman.

**Section 3.12. SHOW-UP PAY**

When men report to a job and do not start to work due to weather conditions, lack of materials, or other causes beyond their control, they shall



receive a minimum of two (2) hours pay for reporting. The right is reserved to the Employer to direct the activities of the employees during the time for which they are being paid.

**Section 3.13. SHIFT WORK** When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 p.m. and 1:00 a.m. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

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

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

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

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

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

**Section 3.14. TEMPORARY POWER** It is understood that the installation and maintenance of temporary light and power shall come under the jurisdiction of Journeymen employed under the terms of this Agreement.

**Section 3.15. STOREROOM ATTENDANTS** On jobs having a storeroom where material and/or tools are issued to employees by an attendant, such attendant, or storekeeper, shall be an electrical worker.



**Section 3.16. CUTTING -- THREADING** Cutting and threading of all conduit and fabricating of stock for supports of electrical equipment shall be performed by employees employed under this Agreement.

**Section 3.17. VEHICLE USAGE** No workman or employee shall lease or rent vehicles, equipment or tools to any Employer. No employee shall use his vehicle, tools or equipment in any manner detrimental to the best interest of other workmen, nor shall any employee use his vehicle to transport the Employer's tools or materials. (This does not pertain to small articles that can be carried by a mechanic in a hand tool box for the completion of a job, if he is required to report to the shop.)

**Section 3.18. PROPER WORKMANSHIP** A Journeyman shall be required to make correction on improper workmanship for which they are responsible on their own time and during regular working hours unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision; corrections to be made only after a fair investigation by the Employer and the Business Representative of the Union.

## **ARTICLE IV**

### **REFERRAL PROCEDURE**

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

**Section 4.02.** The Union shall be the sole and exclusive source of 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 (4) 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 I.B.E.W. 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 (1) year in the last four (4) years in the geographical area covered by the Collective Bargaining Agreement.

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

GROUP II All applicants for employment who have four (4) 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 (2) 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 (6) months in the last three (3) years in the geographical area covered by the Collective Bargaining Agreement.

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

**Section 4.06.** 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.

ALL OF SUMMIT COUNTY.

IN MEDINA COUNTY THE FOLLOWING TOWNSHIPS: Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield, York.

IN WAYNE COUNTY THE FOLLOWING TOWNSHIPS: Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, Wayne.

IN PORTAGE COUNTY THE FOLLOWING TOWNSHIPS: Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro, Suffield.

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 areas under the Davis-Bacon Act to which the Agreement applies.

**Section 4.09.** "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

**Section 4.10.** An "Examination" shall include experience rating tests if such examinations 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 (4) 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 is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration be restored to his appropriate place within his Group.

**Section 4.13(a).** Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by

first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

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

**Section 4.14.** 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 over-age reference can be made.

**Section 4.15.** An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

**Section 4.16.** 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 4.14 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be 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 4.17.** 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 4.18.** 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 4.19.** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

**Section 4.20. REVERSE LAYOFF** 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 those in Group I.
- (b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.14(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.

## ARTICLE V

### Standard Inside Apprenticeship Language

**Section 5.01.** There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

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

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (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 three (3) 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 I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

**Section 5.04.** There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or 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 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 procedure.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at sometime in the future, but no sooner than two (2) years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

**Section 5.08.** The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

**Section 5.09.** Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

**Section 5.10.** Not Applicable.



**Section 5.11.** Not Applicable

**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
1 to 3	2
4 to 6	4
etc.	etc.

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

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

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

Apprentices who have satisfactorily completed the first four (4) years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 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 current rate of contribution is two percent (2%) of the gross monthly labor payroll. 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 FRINGES**

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

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

An individual Employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours notice in writing being

served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

**Section 6.02(a). HEALTH FUND** The Employer agrees to pay into a Health Fund, known as the 4<sup>th</sup> District IBEW Health Fund, seven dollars and seventy cents (\$7.70) for each hour worked by all employees covered by this Agreement. The contributions of the Employer shall be used to provide temporary disability insurance, hospital, surgical and medical expense benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Health Fund may determine and to provide funds for the organization and administration expenses of the Health Fund. The contributions may also be used to provide group life insurance to eligible employees if the trustees of the Health Fund determine this protection is advisable. All contributions required by this Section shall be paid to the 4<sup>th</sup> District IBEW Health Fund. Contributions along with a reporting form furnished for that purpose should be mailed to the 4<sup>th</sup> District IBEW Health Fund, P.O. Box 712199, Cincinnati, OH 45271-2199.

The said Health Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the Chapter and the IBEW Fourth District. If any Employer fails to make contributions to said Health Fund as provided in this Agreement no later than fifteen (15) calendar days following the end of each calendar month, he shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the 4<sup>th</sup> District IBEW Health Fund, P.O. Box 712199, Cincinnati, OH 45271-2199.

**(b)** A contribution of eighty one cents (81¢) per hour for all hours worked by each employee in the bargaining unit shall be made to the IBEW Local 306 Supplemental Health Benefit Fund for the purpose of providing hospitalization for retired employees. Contributions shall be reported in accordance with the instructions on the reporting form furnished for that purpose and paid to the Akron Electrical Fringe Benefit Fund, Inc. by check or draft. Contributions and the reporting form shall be mailed to reach the office of the Administrator identified on the reporting form on or before the fifteenth (15<sup>th</sup>) of each month for hours accrued the preceding month.

The failure of the individual employer to comply with the applicable provisions of the IBEW Supplemental Health Benefit Fund shall also constitute a breach of this Labor Agreement.

The documents setting forth the detailed operation of the IBEW Local 306 Retiree Health Benefit Fund are available for inspection at the office of the Administrator.

(c) The Employers agree to pay fifty cents (50¢) per hour worked (the amount established by the Local Union membership) to the Supplemental Health Benefit Fund for the establishment and maintenance of Medical Reimbursement Accounts for each employee covered by this Agreement. Said Accounts will provide reimbursement for any otherwise unreimbursed medical expense, as defined in Internal Revenue Code Section 213, subject to the terms of the Amendment(s) to the Supplemental Health Benefit Fund for the establishment and maintenance of the arrangement.

At the employees option additional contribution amounts may be diverted from wages to their Medical Reimbursement Accounts in twenty five cent (25¢) increments up to a maximum of one dollar twenty five cents (\$1.25) per hour worked. Employee may make changes in the amount contributed upon initial employment and in the first week of June and December of each year. This provision will take effect once provided for in the Trust Documents.

**Section 6.03. VOLUNTARY SAVINGS PROGRAM** To provide for a voluntary savings for employees, ten percent (10%) of gross wages shall be withheld from the weekly pay of each participating employee in the bargaining unit on the basis of individually signed payroll deduction authorizations. On or about January 1 of each year, all bargaining unit employees shall be provided an opportunity to participate, or cease participating, in the Voluntary Savings Program. On or about the date of hire, new employees shall be provided an opportunity to participate in the Voluntary Savings Program. The deduction shall be withheld from the total wages of the participating employee after withholdings for income tax, social security, etc. If the Employer elects to mail benefits, the deduction shall be mailed to reach a legally licensed savings institution of the Union's choice on or before the fifteenth (15th) of each month for hours accrued the preceding month. If the Employer elects to use electronic means to pay benefits, the deduction shall be deposited/transferred to the legally licensed savings institution of the Union's choice on a weekly basis for the hours accrued the preceding week. The deductions shall be reported on forms furnished for that purpose and accompanied with checks or drafts. All such completed forms shall be available for inspection by the Employer and Union Business Representative.

The failure of the individual employer to comply with the applicable provisions of the Voluntary Savings Program shall also constitute a breach of this Labor Agreement.

**Section 6.04. CHARITABLE CONTRIBUTIONS FUND** All Employers will contribute an amount equal to two cents (2¢) per hour for all hours paid. Contributions shall be reported in

accordance with the instructions on the reporting form furnished for that purpose and paid to the Akron Electrical Fringe Benefit Fund, Inc., by check or draft. The contributions and the reporting form shall be mailed to reach the office of the Administrator identified on the reporting form on or before the fifteenth (15<sup>th</sup>) of each month for hours accrued during the preceding month. The charitable contribution shall be administered by the Labor Management Committee who shall meet periodically to allocate contributions to worthwhile charities.

**Section 6.05. PENSION ANNUITY FUND** All Employers shall contribute to the I.B.E.W. Local 306 Pension-Annuity Fund, in accordance with the Declaration of Trust and Trust Agreement, an amount which shall approximate not less than five percent (5%) of the Journeyman rate.

**EFFECTIVE MAY 29, 2017**

Journeyman or above	\$8.20 per hour for all hours paid
<b>APPRENTICES</b>	
3rd period	\$4.10 per hour for all hours paid
4th period	\$4.51 per hour for all hours paid
5th period	\$5.33 per hour for all hours paid
6th period	\$6.56 per hour for all hours paid

Contributions shall be reported in accordance with the instructions on a reporting form furnished for that purpose and paid to the Akron Electrical Fringe Benefit Fund, Inc. by check or draft. Contributions and the reporting form shall be mailed to reach the office of the Administrator identified on the reporting form on or before the fifteenth (15<sup>th</sup>) of each month for hours accrued the preceding month.

**Section 6.06. 401(k) RETIREMENT FUND** A voluntary 401(k) Plan shall be created, effective January 1, 1997, for all employees working under this Agreement, and shall be known as IBEW Local 306, 401(k) Retirement Fund. The Employer agrees to deduct upon receipt of a voluntary written authorization a 401(k) deduction from each employee. The authorization shall name the appropriate percentage amount to be deducted weekly from the gross wages of the individual worker. The Employer agrees to make the required weekly governmental deduction for F.I.C.A. and any local area income tax that may be required. The Employer agrees to make this deduction weekly. The amounts so deducted shall be reported in accordance with the instructions on the reporting form furnished for that purpose and paid to the Akron Fringe Benefit Fund, Inc., by check or draft. The amount so deducted and the reporting form shall be mailed to reach the office of the Administrator identified on the reporting form on or before the fifteenth (15<sup>th</sup>) of each month following the weekly deductions the preceding

month. Any Employer contributing to this fund agrees to abide by the Trust Fund and Plan Documents. At the time of hire, the employee shall designate the voluntary deduction he/she desires. This deduction may be changed the first full pay period of January, in each year, with a written 30-day advanced notice of the requested change sent to the Employer, Union and Administrator and/or Financial Advisor of the IBEW Local 306 401(k) Retirement Fund. The deduction may also be discontinued the first full pay period of any month with a similar 30-day advanced notice sent to each of the three (3) aforementioned parties

**Section 6.07(a). SECURITY BONDING, DELINQUENCIES, AND COLLECTION PROCEDURES**

**SECURITY BONDING** A security bond shall be required by all Employers covered by this Agreement for the effective purpose of insuring payment of authorized deductions for dues, savings benefits, the Local 306 401(k) Plan, and contributions to the NATIONAL EMPLOYEES BENEFIT FUND, THE CHARITABLE CONTRIBUTIONS FUND, THE I.B.E.W. LOCAL 306 PENSION ANNUITY FUND, 4<sup>th</sup> DISTRICT IBEW HEALTH FUND, THE JOINT APPRENTICESHIP AND TRAINING TRUST FUND, THE I.B.E.W. LOCAL 306 SUPPLEMENTAL HEALTH BENEFIT FUND, THE EXCELLENCE IN ELECTRICAL CONSTRUCTION LABOR-MANAGEMENT COOPERATION COMMITTEE, INC., AND THE NATIONAL LMCC.

All contractors shall comply with the following Security Bond minimum requirements. The Bond Form shall be supplied to the Employer by the Union.

Number of Employees	Bond Amount
1 - 20	\$30,000.00
21 - 40	\$40,000.00
41 and over	\$50,000.00

The Bond shall provide that it may not be canceled by either the Employer or the Insurance Carrier without prior notice to the Union and the Chapter. Proof of the execution of the Bond in the form of an affidavit executed by the Insurance Carrier, shall be furnished the Union and the Chapter by each Employer. Such affidavit shall show on its face that it may not be canceled by either the Insurance Carrier or the Employer without prior notification to the Union and the Chapter.

The Security Bond will be administered by the Labor Management Committee and said Committee shall have the right to secure delinquent payments due to the 4th District IBEW Health Fund, I.B.E.W. Local 306 Pension Annuity Fund and any or all other fringe benefits and

funds listed under this Agreement by making written demand for payment from the Bonding Company who had provided the Security Bond for a delinquent Employer.

The Union agrees to refuse to furnish men to any Employer until a Security Bond is furnished to the Labor Management Committee.

**Section 6.07(b). DELINQUENCIES AND COLLECTIONS PROCEDURES**

**(1) DEFINITIONS** The term "TRUSTEES" when used in this Article, shall mean Collectively (individually) the Trustees of the 4<sup>TH</sup> District IBEW Health Fund and the Trustees of the I.B.E.W. Local 306 Pension Annuity Fund, Trustees of the National Employees Benefit Fund, Trustees of the Electricians Local 306 Apprenticeship Fund, Trustees of the I.B.E.W. Local 306 Supplemental Health Benefit Fund, Trustees of the IBEW Local 306 401(k) Retirement Fund, and Trustees of the Excellence in Electrical Construction Labor-Management Cooperation Committee, Inc.

The term "EMPLOYER" when used in this Article, shall mean any corporation, partnership, association or individual signatory to this Agreement.

**(2) ATTORNEY FEES** In the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

**(3) DELIQUENCY ASSESSMENT** It is recognized and acknowledged by all parties, including the participating Employers, that the regular and prompt payment of contributions is essential to the maintenance of an employee benefit plan and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the plan which would result from the failure of an individual Employer to pay the required contributions within the time provided. Therefore, if any individual Employer shall fail to pay the required contributions and deductions by the due date, such Employer shall be liable, in addition, for liquidated damages of twenty five dollars (\$25.00) per month for each delinquency, or ten per cent (10%) of the total amount of the contributions and deductions which are owed, whichever is greater. Moneys assessed under delinquency clauses shall be used only for collection purposes.

**(4) WITHHOLDING SERVICES & TERMINATION OF AGREEMENT**  
The failure to timely remit contributions and deductions as required by this Article constitutes a breach of this Agreement on the part of the Employer.

The Union may, at its option, with or without exercising its rights provided in this contract, withhold services from the Employer until such time as contributions and deductions

are paid and provided the Union furnishes to the Employer seventy-two (72) hours notice of intent to withhold services.

In addition, the Union may, at its option, terminate this Agreement 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 contributions and deductions in this Article have been paid.

**(5) PAYROLL AUDITING** All completed forms for contributions and deductions shall be available for inspection by the Employer and Union Representative. The Trustees shall have the authority to audit the payroll books and records of a participating Employer, through an authorized auditor representative, whenever such examination is deemed necessary.

Each participating Employer shall make its payroll books and records available to the authorized auditor representative for such purpose. In the event the payroll audit discloses that the Employer, during the period of the audit, has underpaid its contributions the Employer shall be liable for the costs of the examination. The Trustees shall have the authority, however, to waive all or part of such costs for good cause shown.

**(6) COLLECTION PROCEDURE** In the event an Employer fails to timely remit contributions and deductions in whole or in part as required by this Article, the Union may exercise the following remedies:

- a) Institute suit in a court of competent jurisdiction to collect the delinquent contributions and/or deductions; and/or
- b) The Union may institute grievance procedures set forth in Article I of this Agreement.

**Section 6.08. AKRON ELECTRICAL CONTRACTORS ADMINISTRATIVE FUND (AECAF)** Each employer covered by this Agreement shall contribute to the AECAF 7/10 of 1% (.007) of the productive electrical payroll with the same exclusions as in Section 7.01. The Fund shall be administered solely by the Association and shall be utilized to pay for the employer's costs of the labor contract administration including negotiations, disputes and grievance representation. In addition, all other administrative functions required of management such as service on all funds as required by federal law. Further, from time to time it shall be utilized for promotion of the electrical contracting industry and the enhancement of labor relations in the Akron Area. This fund will not be used in any manner detrimental to the Local Union or the I.B.E.W. Payment shall be reported in accordance with the instructions on the reporting form furnished for that purpose and remitted by check or draft to the Akron Electrical Fringe Benefit Fund, Inc. The payment along with the reporting form shall be mailed to reach the office of the



Administrator identified on the reporting form on or before the fifteenth (15<sup>th</sup>) of each month following the month in which the labor was performed. The enforcement for delinquent payment to the fund shall be the sole responsibility of the fund or the employers and not the Local Union.

## **ARTICLE VII**

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

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

- 1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man hours.
- 2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

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

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

## **ARTICLE VIII**

### **LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE**

#### **(LMCC)**

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

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not



susceptible to resolution within the collective bargaining process;

- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

**Section 8.03.** Each employer shall contribute twenty-four cents (24¢) per hour worked under this agreement. 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 Akron Division, North Central Ohio Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

**ARTICLE IX**  
**NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE**  
**(NLMCC)**

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

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

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

**Section 9.03.** Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Akron Division, North Central Ohio Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

## **ARTICLE X**

### **SAFETY**

**Section 10.01.** The Employer and employee shall comply with all the applicable provisions of the Safety Standards of the Industrial Commission of Ohio and the Federal Occupational Safety and Health Act, as amended (*i.e. drinking water and hand cleaner will be provided when these items are not provided by others (General Contractor, Customer, etc.).*)

**Section 10.02.** On all energized circuits or equipment carrying 440-volts or over, as a safety measure, two (2) or more Journeymen must work together with one wearing safety rubber gloves to be furnished by the Employer.

**Section 10.03.** Employees shall notify the steward, safety man, or Foreman who shall in turn notify the Employer regarding unsafe tools or equipment, and at no time shall use same.

**ARTICLE XI**  
**SUBSTANCE ABUSE**

**Section 11.01.** The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

**ARTICLE XII**  
**CODE OF EXCELLENCE**

**Section 12.01** The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction such provision 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**

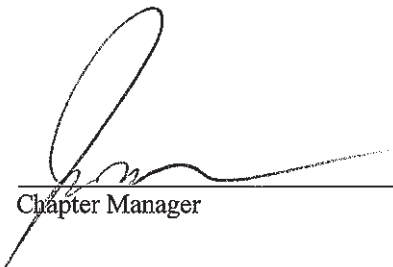
IN WITNESS THEREOF, the parties hereto have executed these amendments this  
7th day of June, 2017, and attached their signatures hereon.

FOR THE EMPLOYER

FOR THE UNION

Akron Division, North Central  
Ohio Chapter, N.E.C.A.

Local Union #306, International  
Brotherhood of Electrical Workers

By:   
Chapter Manager

By:   
Business Manager/Financial Secretary

By:   
Division Chairman

By:   
President

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
**August 24, 2017**  
  
Lonnie Stephenson, President  
This approval does not make the  
International a party to this agreement.

# INDEX

	Section	Page
AECAF .....	6.08	31
Age Ratio – 50 years .....	2.18 / 4.14	9 / 20
Apprenticeship .....	5.01—5.16	22 - 25
Basic Principles .....		3
Better Terms .....	2.08	7
Bonding .....	6.07(a)	29
Changes .....	1.02—1.03	4
Charitable Contribution Fund .....	6.04	27 - 28
Checkoff (Union Dues) .....	3.10(a)	15
Code of Excellence .....	12.01	36
Contracting for Work .....	2.10	8
C.O.P.E.(Political Action Fund) .....	3.10(b)	15
Council on Industrial Relations (CIR) .....	1.02(d & e) / 1.08	4 / 5
Cutting & Threading .....	3.16	17
Definitions .....	4.08-4.10	19
Delinquencies .....	6.07(b)	30
Discipline by Union .....	2.12	8
Dues .....	3.10(a)	15
Effective Dates .....	1.01	4
Employer Defined .....	2.01	6
Employer Rights .....	2.02—2.11	6 - 8
Energized Circuits .....	10.02	35
Foremen .....	3.11	15
401(k) Retirement Fund .....	6.06	28 - 29
Geographical Jurisdiction .....	4.08	19
Grievance Procedure .....	1.06	5
Health Fund .....	6.02	26 - 27
High Time .....	3.06	14
Hours .....	3.01	10
Hourly Rates .....	3.05	12 - 13
Improper Workmanship .....	3.18	17
Industry Fund .....	7.01	32
Jobs, Access to .....	2.14	8
Jurisdiction .....	4.08	19
LMCC .....	8.01	32
Labor Management Committee .....	1.05, 1.07, 1.08	5
Management Rights .....	2.02	6
Mileage .....	3.08	14
NEBF .....	6.01	25 - 26
NLMCC .....	9.01	34
Overtime & Holidays .....	3.02	10 - 11
Parking .....	3.08	14
Payment of Wages .....	3.04	11

Payroll Period .....	3.03 .....	11
Pension Annuity Fund .....	6.05 .....	28
Personal Vehicles .....	3.17 .....	17
Portability .....	2.07 .....	7
Political Action Fund.....	3.10(b) .....	15
Referral Procedures .....	4.01-4.05 .....	17 - 18
Reporting Pay .....	3.12 .....	15 - 16
Reverse Layoff .....	4.20 .....	21
Safety .....	10.01-10.03 .....	35
Savings Program.....	6.03 .....	27
Security Bonding .....	6.07 .....	29 - 30
Separability Clause .....		37
Shift Work .....	3.13 .....	16
Shop Rules.....	2.05 .....	7
Stewards.....	2.13 .....	8
Subletting.....	2.19 .....	9
Substance Abuse.....	11.01 .....	36
Temporary Light & Power .....	3.14 .....	16
Termination Notice.....	3.04 .....	11
Tool List .....	2.15 .....	8
Transportation.....	3.07, 3.08, 3.09 .....	14
Traveling Wages.....	3.07 .....	14
Union Dues .....	3.10(a) .....	15
Union Rights.....	2.10—2.21 .....	8 - 9
Union Shop .....	2.17 .....	9
Wages .....	3.05(a) .....	12
Welfare Fund .....	6.02 .....	26 - 27
Work Stoppage .....	1.04 .....	4
Workers Compensation & MCO .....	2.04 .....	7

