

INSIDE WIRING AGREEMENT

BETWEEN

**TENNESSEE CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION
OAK RIDGE DIVISION**

AND

**LOCAL UNION 270
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**



September 4, 2023 thru May 31, 2024

TABLE OF CONTENTS

BASIC PRINCIPLES	4
ARTICLE I - EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES.....	4
Effective Date.....	4
Changes	4
Amendments	5
No Strike Clause	5
Labor Management Committee	5
Grievances/Disputes	5
Labor Management Quorum	5
CIR	5
Status Quo	5
ARTICLE II - EMPLOYER RIGHTS – UNION RIGHTS	6
Employees not to Contract	6
Management's Rights	6
Union Recognition	6
Employer Qualifications	6
Workman's Compensation Insurance	6
Favored Nations	6
MPR Report	6
Union Discipline	7
Portability	7
Sympathy Strike	7
Secure Work Area	7
Employer Work	7
Work Installation	7
Annulment/Subcontracting	7
ARTICLE III - HOURS – WAGES – WORKING CONDITIONS.....	8
Work Week	8
4/10's	8
Overtime/Meal Period	8
Overtime Minimum	8
Lay-Offs.....	8
Rates of Pay	9
Show-up Pay	9
Termination Notice	9
High Time Pay	10
Union Dues	10
Local Union Pension Plan	10
Health & Welfare	10
Shift Work	10
Credit Union	11
Pay Period	11
Surety Bond	11
Cable Splicing	11
Holidays/Overtime/Labor Day.....	11
Safety/Code Specifications	11
Working Contaminated Area	12
Weather Conditions	12
Work/Travel Safety ..	12
High Voltage	12
ARTICLE IV ...INSIDE REFERRAL PROCEDURE.....	12
Common Interest	12

Exclusive Referral	12
Employer Right to Reject.....	12
Non-Discriminatory Referral	12
Register Applicants	12
48 Hour Rule	13
Temporary Employees	13
L.U. 270 Jurisdiction	13
Resident	13
Exam	13
Out of Work List	14
Renewal of Application	14
Short Call Return to Out of Work List	14
Order of Referral	14
Special Skills	14
Appeals Committee	14
Function	15
Referral Inspection	15
Posting of Referral Procedure	15
Apprentice Placement	14
ARTICLE V - STANDARD APPRENTICESHIP LANGUAGE	14
ARTICLE VI - JOURNEYMAN REQUIREMENTS	18
Work Regulations	18
Transporting Company Tools	18
Promoting Material, Equipment	18
Tool List	19
Foreman and General Foreman Responsibilities	19
Crew Size	19
Appointing General Foreman	19
Not to be Permitted to Work	19
Foreman Responsibilities	19
ARTICLE VII - UNION ACCESS	20
Union Steward	20
Travel Time	20
Mileage	20
Handling Material, Equipment	20
Cutting Conduit	20
Improper Work	20
Age Rule	21
ARTICLE VIII - NEBF	21
ARTICLE IX - INDUSTRY FUND	21
ARTICLE X - PENSION FUND	22
ARTICLE XI - HEALTH & WELFARE	22
ARTICLE XII - NLMCC	23
ARTICLE XIII - LMCC.....	24
ARTICLE XIV – SUBSTANCE ABUSE	25
ARTICLE XV – ADMIN. MAINTENANCE FUND/RECEIVING AGENT.....	26
ARTICLE XVI - SEPARABILITY CLAUSE	26
Market Recovery Addendum	28

**OAK RIDGE DIVISION
EAST TENNESSEE CHAPTER, N.E.C.A.
AND
LOCAL UNION NO. 270
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
OAK RIDGE, TENNESSEE**

Agreement by and between East Tennessee Chapter, NECA, Oak Ridge Division and Local Union No. 270, IBEW.

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

As used hereinafter in this Agreement, the term "Chapter" shall mean the East Tennessee Chapter, NECA, Oak Ridge Division and the term "Union" shall mean Local Union 270, IBEW.

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

BASIC PRINCIPLES

The Employer agrees that if has not previously done so, it will recognize the Union as the exclusive, Collective Bargaining Agent for all employees performing electrical work within the jurisdiction of the Union on all present and future job sites, if and when a majority of the Employers' employees authorize the Union to represent them in collective bargaining.

ARTICLE I

EFFECTIVE DATE – CHANGES – GRIEVANCES – DISPUTES

Section 1.01 – EFFECTIVE DATE: This Agreement shall take effect September 4, 2023 and shall remain in effect until May 31, 2024, 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) CHANGES: Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must notify the other, in writing, 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 provision of the Agreement, including this Article, shall remain full force and effect until a conclusion is reach 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 to the Council.

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

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

Section 1.04 – NO STRIKE CLAUSE: 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 – LABOR MANAGEMENT COMMITTEE: 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.— GRIEVANCES/DISPUTES: All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07 – LABOR MANAGEMENT QUORUM: All matters coming before the Labor Management Committee, shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08 – CIR: 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 – STATUS QUO: When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10 -- Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within 5 working days of its occurrence shall be deemed to no longer exist.

ARTICLE II

EMPLOYER RIGHTS – UNION RIGHTS

Section 2.01 – EMPLOYEES NOT TO BECOME CONTRACTORS: No member of Local Union No. 270, while he remains a member of such Local and subject to employment by employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

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 – UNION RECOGNITION: The Employer recognizes the Union as the exclusive representative of all of 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 at least minimum wages and work under the conditions of this Agreement.

Section 2.04 – EMPLOYER QUALIFICATIONS: 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, with a business telephone and open to the public during normal business hours, having a suitable financial status to meet payroll requirements and employs at least one Journeyman electrical continuously.

Section 2.05 – WORKMAN'S COMPENSATION INSURANCE: For all employees covered by this Agreement, the Employer shall carry Workman's Compensation Insurance with a Company authorized to do business in the State. Social Security and other such protective insurance as may be required by the laws of this State and shall furnish satisfactory proof of such to the Union; he shall also make contributions to the Tennessee Unemployment Compensation Commission.

Section 2.06 – 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 2.07 – MPR REPORT: Each individual Employer shall furnish the Union with a monthly statement showing the employees employed under the terms of this Agreement, the number of hours worked by each employee and the amount of wages paid. Such report shall be furnished on forms supplied by the Union and mailed to reach the designated recipient no later than the 15th day of the following month. Such MPR form shall be made and mailed as set forth even if the Employer is delinquent in making actual payment of contributions.

Section 2.08 – UNION DISCIPLINE: The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2.09 – 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 provision 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 recession by the Council on Industrial Relations.

Section 2.10 – EMPLOYEE RIGHT TO REFUSE TO CROSS PICKET LINE: It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the employer against any employee, for an employee to refuse to cross a lawfully established primary picket line, whether at the premises of another Employer or the employee's own Employer. Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for by the Employer.

Section 2.11 – SECURE WORK AREA: When such a removal takes place, the Union or its representatives shall direct the workmen on such job to carefully put away all tools material, 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 by the Employer.

Section 2.12 – EMPLOYER WORK: No individual connected with any Employer concern as owner, manager, superintendent, partner, officer or member of a Board of Directors shall perform any manual electrical work. 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.

Section 2.13 – WORKER INSTALLATION: Workmen employed under the terms of this Agreement shall do all electrical construction, instrumentation, communications, installation or erection work and all electrical construction maintenance thereon, including the final running tests. This shall include the installation and maintenance of all electrical apparatus, such as lighting, heating, power equipment and devices or equipment primarily electrical in function, on any new construction project.

Section 2.14 – ANNULMENT/SUBCONTRACTING: The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment of an individual Employer of the approved Agreement of this or any other Local Union of the I.B.E.W., 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 I.B.E.W. 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.

ARTICLE III

HOURS – WAGES – WORKING CONDITIONS

Section 3.01 – (a) WORK WEEK: Eight hours work between the hours of 6:00 a.m. and 5:00 p.m. with no more than one hour or less than ½ hour (30 minutes) for lunch period, shall constitute a work day. Monday thru Friday shall constitute a normal work week. No overtime shall be paid for emergency work performed during the regular lunch period provided an opportunity to take a lunch period is provided between the hours of 11:00 a.m. and 1:00 p.m.

(b) 4/10'S: The Employer, with 24 hours prior notice to the Union, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 6:00 a.m. and 6:00 p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight (8) hours work must be scheduled. After ten (10) hours in a workday or forty (40) hours in a work week, overtime shall be paid in accordance with Article III, Section 3.17. Make-up day is for inclement weather only.

Section 3.02 – OVERTIME/MEAL PERIOD: Employees requested to work overtime more than three (3) hours continuous with their regular shift, shall be allowed time off for a meal period not to exceed thirty (30) minutes and at intervals not to exceed five and one-half (5 ½) hours of work thereafter.

Section 3.03 – OVERTIME MINIMUM: Employees called out after their regular work shift shall receive a minimum of not less than two (2) hours pay at applicable overtime rate.

Section 3.04 – LAY OFFS: Any employee reporting for work and being laid off before starting to work, not having been notified the day previous, of such layoff, shall receive not less than two (2) hours wages. Due to conditions beyond the control of the contractor, men may be directed to stand by for the two (2) hours reporting period

Section 3.05 – RATES OF PAY: The minimum hourly rate of wages shall be as follows:

Local Union 270 (Oak Ridge Division, NECA) Effective September 4, 2023- May 31, 2024

INSIDE	CHANGE-->	(\$0.08)	\$0.50	\$0.31	\$2.12	(\$0.10)
Wage Rates		1/1/2022	6/1/2022	1/1/2023	9/4/2023	1/1/2024
JW	\$0.00	\$32.88	\$33.38	\$33.69	\$35.81	\$35.71
JW Cable Splicer	8% over JW	\$35.51	\$36.05	\$36.39	\$38.67	\$38.57
Foreman	8% over JW	\$35.51	\$36.05	\$36.39	\$38.67	\$38.57
Foreman-Cable Splicer	16% Over CS	\$41.19	\$41.82	\$42.21	\$44.86	\$44.74
General Foreman	16% Over JW	\$38.14	\$38.72	\$39.08	\$41.54	\$41.42
General Foreman-Cable Splicing	8% Over CS Foreman	\$44.49	\$45.17	\$45.59	\$48.45	\$48.32
Apprentice Wage Rate						
1st period	50%	\$16.44	\$16.69	\$16.85	\$17.91	\$17.86
2nd period	50%	\$16.44	\$16.69	\$16.85	\$17.91	\$17.86
3rd period	60%	\$19.73	\$20.03	\$20.21	\$21.49	\$21.43
4thperiod	65%	\$21.37	\$21.70	\$21.90	\$23.28	\$23.21
5th period	75%	\$24.66	\$25.04	\$25.27	\$26.86	\$26.78
6th period	85%	\$27.95	\$28.37	\$28.64	\$30.44	\$30.35
CE/CW Wage Rate						
CW Level 1	40%	\$13.15	\$13.35	\$13.48	\$14.32	\$14.28
CW Level 2	45%	\$14.80	\$15.02	\$15.16	\$16.11	\$16.07
CW Level 3	50%	\$16.44	\$16.69	\$16.85	\$17.91	\$17.86
CW Level 4	55%	\$18.08	\$18.36	\$18.53	\$19.70	\$19.64
CW Level 5	65%	\$21.37	\$21.70	\$21.90	\$23.28	\$23.21
CE Level 1	70%	\$23.02	\$23.37	\$23.58	\$25.07	\$25.00
CE Level 2	75%	\$24.66	\$25.04	\$25.27	\$26.86	\$26.78
CE Level 3	80%	\$26.30	\$26.70	\$26.95	\$28.65	\$28.57

Benefits/Fringes					
* NEBF 3.0% of gross payroll					
* HEALTH & WELFARE		1/1/2022	6/1/2022	1/1/2023	9/4/2023
JW & Apprentices	Per hour	\$8.25	\$8.25	\$8.30	\$8.30
CW2-5, CE1-3	Per hour	\$4.95	\$4.95	\$4.98	\$4.98
* LOCAL PENSION (SERF)					
Journeyman and above	\$3.25 Per hour				
Apprentices	4% of gross payroll				
CE 1-3	2% of gross payroll				
* JATC 2% of gross payroll					
* NECA (members only-includes AMF) 1.0% of gross payroll					
* NLMCC \$0.01 Per hour					
* Administrative Maintenance Fund (AMF) 0.50% of gross payroll					

REVISED

8/24/2023

Section 3.06 – SHOW-UP PAY: Men who report and are sent home without starting work and are laid off due to weather conditions, lack of materials or any other reason, shall receive not less than two (2) hours pay and men who start to work shall receive not less than four (4) hours pay.

Section 3.07 – TERMINATION NOTICE: Workmen who are to be terminated not for cause shall be notified of such termination the day prior, if possible, and not later than thirty (30) minutes before the termination of the work day and are to be issued termination slips by the Employer, giving date and reason for termination and paid in full.

In the event the employee is not paid off, waiting time at the applicable rate shall be charged until payment is made.

Section 3.08 – HIGH TIME PAY: All work performed with a free fall of 65 (sixty-five) feet or over, on water towers, smokestacks and swinging scaffolds, shall be paid for at one and one-half (1 ½ X) times the straight time rate. A swinging scaffold shall be defined to mean any non-rigid platform supported from overhead. If work is performed on a smokestack, water tower or swinging scaffold on an overtime period, two times (2X) the straight time Journeyman Wireman ground level rate will be paid. Only individuals performing work under the above mentioned conditions will receive premium pay.

Section 3.09 – 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 by the Employer.

Section 3.10 – LOCAL UNION PENSION PLAN: The Employer agrees to contribute amount specified under Local Union Pension Plan.

Section 3.11 – HEALTH & WELFARE: The Employer agrees to contribute amount specified under Health and Welfare Plan.

Section 3.12 (a) SHIFT CLAUSE -- When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 and 1:00 a.m. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 15% 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 30% 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 3.12 (b) – SHUT DOWN: For twenty one (21) calendar day shut downs only. The employer shall have the option to work two (2) shifts at the following rates:

Any hours worked in excess of the scheduled eight (8) hours shall be paid at one and one half (1 ½) of the shift rate.

6:00 AM to 6:00 PM at the straight time rate of pay

6:00 PM to 6:00 AM at the straight time rate of pay plus 12% shift premium.

* Regular overtime rules apply

Section 3.13 – CREDIT UNION: The Employer agrees to deduct from the wages of any employee who wishes to participate in the Credit Union set up for Local Union 270 members, any sum the employee specifies, so long as amount of that sum is in multiples of \$5.00. Such sum to be by written authority to do so. The money deducted to be forwarded, along with a listing of individual deductions, to the Treasurer of I.B.E.W. to Y-12 Federal Credit Union, P.O. Box 2512, Oak Ridge, TN 37831.

Section 3.14 – PAY PERIOD: Wages shall be paid weekly, during working hours, not later than quitting time Friday and not more than five (5) work days' wages may be withheld at any time. Any workman laid off or discharged by the Employer shall be paid all wages immediately. In the event he is not paid off, waiting time at the applicable rate shall be charged until payment is made. Each employee shall receive a receipt of his withholdings and earnings weekly. Employees who are terminated for cause and signed up for electronic money transfer will have their pay processed within 24 hours.

Section 3.15 – SURETY BOND: In order to protect the public against liens, and the employees from loss through irresponsible Employers, such individual Employers failing to fulfill the wage requirements shall, before members of the Union are again permitted to work for him, furnish the Union with a wage surety bond of a recognized surety company acceptable to the Union, in the sum of not less than five hundred dollars (\$500.00), not more than the weekly estimated payroll. (Property, bonds, securities or cash deposits shall not be accepted.) No bond shall be accepted that is not written to be in accordance with the requirements of this Section.

Section 3.16 – CABLE SPLICING: Journeyman Wireman when splicing cable, rate shall be the same as that of wireman foreman. Journeyman Wireman when splicing cable, rates shall be paid for all lead cable splicing and stress cones on high voltage shielded cable. Journeyman's rate shall be paid for all factory termination kits and all factory stress cones, unless the contractor requests a cable splicer to do the job. Cable splicer helper shall be a Journeyman Wireman.

Section 3.17 – HOLIDAYS/OVERTIME/LABOR DAY: The first two hours worked in excess of the standard work day, Monday through Friday, shall be paid at the rate of one and one-half times (1 1/2X). Compensation for Saturday will be one and one-half times (1 ½ X). There shall be no pyramiding of overtime pay. All work performed on Sundays, holidays and in excess of ten (10) hours a day shall be paid at double the straight time rate of pay. Holidays are: **NEW YEARS DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.** The holidays stated herein shall be celebrated on the day as designated in the Federal Register. No work shall be performed on Labor day except in case of an emergency and then only after permission is granted by the Business Manager of the Union.

Section 3.18 – SAFETY AND CODE SPECIFICATIONS: Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

Section 3.19 – WORKING CONTAMINATED AREA: In the event men are ordered to work in a contaminated area which is liable to endanger their health, proper protective facilities will be furnished, either by the Employer or Owner. Health Physics shall be the determining factor in this event. When workmen are required to work in areas that necessitate the wearing of respiratory protective equipment, they shall be paid 25% in addition to the applicable rate.

Section 3.20 – WEATHER CONDITIONS: Workmen shall not be required to ride on an open truck during inclement weather. Transportation which is furnished shall comply with all safety regulations.

Section 3.21 – WORK/TRAVEL SAFETY: Employees shall not be required to work or travel under any unsafe conditions. The speed of vehicles transporting men to or from a job location during work hours shall not exceed the posted prevailing speed limits.

Section 3.22 – HIGH VOLTAGE CLAUSE: Two or more Journeymen must work together as a safety precaution on all energized circuits or equipment carrying 440 volts or over.

No underground conductors carrying more than 500 volts shall be fireproofed and/or handled while energized. This clause applies to all electrical workers. Fifteen (15) minutes shall be allowed each week for the purpose of discussing safety rules.

ARTICLE IV

INSIDE REFERRAL PROCEDURE

Section 4.01 – COMMON INTEREST: 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 – EXCLUSIVE REFERRAL: The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03 – EMPLOYER RIGHT TO REJECT: The Employer shall have the right to reject any applicant for employment.

Section 4.04 – NON-DISCRIMINATORY REFERRAL: 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 – REGISTER OF APPLICANTS: The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN

GROUP I All applicants for employment who have four 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 year in the last four years in the geographical area covered by the collective bargaining agreement.

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

GROUP II All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the 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 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 – 48 HOUR RULE: 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 – TEMPORARY EMPLOYEES: 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 – L.U. 270 JURISDICTION: "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:

The following counties in the State of Tennessee: **CUMBERLAND, FENTRESS, MORGAN, OVERTON, PICKETT, ROANE AND SCOTT. IN ANDERSON CO., THE OAK RIDGE D.O.E. AREA AND THE OAK RIDGE TOWNSHIP.**

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 in the Davis-Bacon Act to which the Agreement applies.

Section 4.09 – RESIDENT: "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 – EXAM: "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) years' experience in the trade.

Section 4.11 – OUT OF WORK LIST: The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 4.12 – RENEWAL OF APPLICATION: An applicant who has registered on the "Out of Work List" must renew his application every thirty (30) days or his name will be removed from the List.

Section 4.13 -- SHORT CALL RETURN TO OUT OF WORK LIST: An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.14 (a) - -- ORDER OF REFERRAL: 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 referred 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 4.14 (b) -- An applicant who is discharged for cause two times within a 12 month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the appeals committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the appeals committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.15 – SPECIAL SKILLS: 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 requirement provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 4.16 – APPEALS COMMITTEE: An Appeals Committee is hereby established composed of one 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 of these members.

Section 4.17 – FUNCTION: It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of 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 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 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 – REFERRAL INSPECTION: A representative of the Employer or of the Association, as the case may be, designated to the Union in writing shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.19 – POSTING OF REFERRAL PROCEDURE: A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.20 – APPRENTICE PLACEMENT: Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

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 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 Agreement.

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 Procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for Local Union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the Standards or they qualify through means other than apprenticeship, at sometime in the future, but no sooner than two (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 10 (10) working days, the JATC shall select and indenture the next available person from the activate list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per 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 (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

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

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

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

Section 5.12 – Each job site shall be allowed a ratio of 2 apprentice(s) for every 3 Journeyman Wiremen(man) . *(The local parties will determine the job site ratio, however, the ratio shall not be less than two apprentices for every three journeymen or fraction thereof. Should the parties agree to a ratio higher than the minimum 2 to 3, the following table must be modified to reflect the larger number of allowable apprentices.)*

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
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 to 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 satisfactory 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 at 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 NAJTC. 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 3.02 of the Labor Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

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

Section 5.16 – All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is 1 ½ %. 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

JOURNEYMAN REQUIREMENTS

Section 6.01 – IMPROPER WORKMANSHIP: Journeymen shall be required to make corrections on improper workmanship for which they are responsible on their own time and during regular working hours unless the error has been made by the 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 the responsibility for the enforcement of this provision.

Section 6.02 – WORK REGULATIONS: All Journeymen shall be thoroughly posted as to requirements of the rules of the National Board of Fire Underwriters and the rules and regulations of the electric department of the city or community in which the work is performed and shall not use as an excuse for improper work, ignorance of these rules and regulations.

Section 6.03 – TRANSPORTING COMPANY TOOLS: In no event shall employees transport company tools or materials with their private automobiles.

Section 6.04 – PROMOTING MATERIAL, EQUIPMENT: The policy of the members of the Union is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions.

Section 6.05 – TOOL LIST: Journeymen shall provide themselves with the following tools and these tools only:

Knife	Pliers, cutting
Pencil	Hammer
Screwdriver (not over 8") Straight and Phillips	
Square	Voltage Tester
Level – small	2 prs. Channel
Six ft. rule	Locks
Plumbob	Hacksaw Frame
Center Punch	Wireman Strippers
Needle Nose Pliers	Dikes or Stake on pliers
5pc folding hex key set	

The Employer will be responsible for the above tools on the job site in case of fire or theft or other losses beyond the employees control, provided, however, that tools lost by fire or stolen are locked in a gang box, trailer, or other such places that have been broken into or burned.

Workmen will be held responsible for tools and equipment issued to them, provided the Employer furnishes the necessary lockers, tool boxes or other safe place for storage.

Section 6.06 – On jobs having a Foreman, workmen are not to take directions or orders or accept the layout of any job, from anyone except from the Foreman.

FOREMEN AND GENERAL FOREMEN RESPONSIBILITIES

Section 6.07 – No Foreman shall supervise more than one job at the same time.

Section 6.08 – CREW SIZE: On jobs requiring three (3) to six (6) journeymen, one shall be designated as a working Foreman and shall be paid Foreman's pay. He shall cease to work with tools when the sixth (6th) Journeyman, other than himself is employed. Any job requiring more than twelve (12) Journeymen shall have two (2) Foremen and one (1) Foreman for every twelve (12) Journeymen thereafter.

Section 6.09 – APPOINTING GENERAL FOREMAN: General Foreman shall be appointed at the discretion of the Employer.

Section 6.10 – NOT TO BE PERMITTED TO WORK: No Foreman, or General Foreman, with the exception of a working Foreman, shall be permitted to work, except of emergency which endangers life or property. It is mutually agreed that a working Foreman applies only to the first crew on the job.

Section 6.11 – **FOREMAN RESPONSIBILITIES:** The Foreman shall be thoroughly familiar with this working Agreement and shall assume the following responsibilities:

He shall secure the necessary information, blueprints, material locations, tools, special equipment, job schedule, work hours, safety rules and any other conditions as may help the workmen perform an efficient workmanlike job in accordance with the terms of this Agreement. He shall report to and receive order from his immediate superior only. He shall not be absent from the job except in case of an emergency or through permission of his immediate superior. He shall inform the Employer, superintendent, or General Foremen, when unable to report on the job.

He shall direct the workmen in job layout and see that the work is performed properly. It will be his responsibility to see that the workmen under his direction perform an adequate amount of work, for the best interests of the Employer, customer and Union.

ARTICLE VII

UNION ACCESS

Section 7.01 – **UNION STEWARD:** The representative of the Union shall be allowed access to any shop or job at any reasonable times where workmen are employed under the terms of this Agreement and the Employer shall make every effort possible to obtain clearance for such representative to restricted areas.

The Employer recognizes the right of the Union to appoint a Steward on any job or at any shop where workmen are employed under the terms of this Agreement. Such Steward shall be allowed sufficient time during working hours to see that the terms and conditions of this Agreement are observed on the job or at his job. At no time shall any Employer discriminate against any Steward because of his faithful performance of his duties. Stewards shall be allowed sufficient time during working hours to take up any grievance with the Company without loss of pay. A Steward shall remain on the job until all crews are in. Stewards shall remain on all jobs until removed by the Business Representative or for just cause by the Contractor. The Business Manager shall immediately notify the Employer in writing when a Steward is appointed.

In the event of a dispute or controversy arising on any job or at any shop, where workmen are employed under the terms of this Agreement they shall remain at work and the Steward of such job or at such shop, shall notify the Business Manager. Upon receipt of such a complaint, the Business Manager shall proceed to the job and use his best efforts to adjust the matter at the earliest possible time.

A Steward shall be allowed time and transportation during working hours when necessary, to conduct Union business on his job.

Section 7.02 – **TRAVEL TIME:** The Employer shall pay for traveling time and furnish transportation from shop to job and job to job. The Employer shall so designate if an employee is to report to the shop for transportation to the job. Otherwise, the employee shall report to the job site. The employee shall travel on his own time from job to shop.

Section 7.03 – **MILEAGE:** When workmen are required to move tools from shop to job, job to job or to shop, the Employer shall furnish and pay for traveling time at the current rate allowed by the Internal Revenue Service.

Section 7.04 – **HANDLING MATERIAL, EQUIPMENT:** Transporting and handling of all electrical materials and equipment shall be considered working and shall be the work of the Electrical Workers.

Section 7.05 – **CUTTING CONDUIT:** All conduits shall be cut and threaded at either the job or the shop and must be done by Electrical Workers under the supervision of a Journeyman.

Section 7.06 – **IMPROPER WORK:** Improper work due to error in blueprints and/or specifications shall not be corrected without pay.

Section 7.07 -- AGE-RATIO: On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

ARTICLE VIII

NEBF

Section 8.01 - It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefits 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 three percent (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.

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

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

ARTICLE IX

INDUSTRY FUND

Section 9.01. 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 X

LOCAL PENSION FUND

Section 10.01 – The Employer agrees to pay amount specified in Article III, Section 3.05, on all employees covered by this Agreement, into the Southern Electrical Retirement Fund (formerly Tennessee Valley NECA-IBEW Retirement Fund), as established by the Agreement and Declaration of Trust executed as of March 1, 1975. Local 270 participation in this Fund began May 1, 1976. The payment shall be made by check or draft and shall constitute a debt due and owing to the Southern Electrical Retirement Fund on the 15th day of each calendar month. The payment and appropriate copy of the payroll report shall be mailed to reach the office of the Southern Electrical Retirement Fund, 3928 Volunteer Drive, Chattanooga, TN 37416, not later than fifteen (15) calendar days following the end of each calendar month. Individual Employers who fail to make payment as provided above, shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union provided the Employers fail to show satisfactory proof that delinquent payments have been made to the Pension Fund.

The Employer agrees to be bound by the Agreement and Declaration of Trust of the Southern Electrical Retirement Fund (formerly Tennessee Valley NECA-IBEW Retirement Fund), and by any future amendment thereto.

The Employer agrees that it shall be bound by all actions taken by the Trustees of the Southern Electrical Retirement Fund, in the administration of the Fund pursuant to the provisions of the amended Agreement and Declaration of Trust or as it may hereafter be amended.

ARTICLE XI

HEALTH AND WELFARE FUND

Section 11.01 – There shall be a local Health and Welfare Committee consisting of six (6) members: Three (3) Committee members shall represent the Employer and three (3) for the Union. All Committee members shall be selected in the manner prescribed by the group they represent. The term of one Employer representative and one Union representative shall expire each year. A Committee member may succeed himself.

Section 11.02 – It is agreed that the Health & Welfare Trust Fund is established primarily for the purpose of providing the most applicable hospitalization, surgical and weekly indemnity benefits available. Other benefits shall be considered supplementary. The Committee members shall decide, based on sound financial support what supplementary benefits can be provided.

Section 11.03 – The Committee shall select from its membership, but not both from the same group, a Chairman and Secretary, who shall retain voting privileges.

Section 11.04 – It shall be the duties of the Committee members to investigate all matters pertaining to the Health and Welfare Fund. The Committee shall then inform the groups they represent of all findings. An annual report revealing all expenditures shall be furnished to both the Employers and the Union. The payment shall be made by check or draft and shall contribute a debt due and owing to the NECA/IBEW Welfare Fund on the 15th day of each calendar month. The payment and appropriate copy of the payroll report shall be mailed to reach the NECA/IBEW Welfare fund, Department AT 40305, Atlanta, GA 31192-0305 not later than fifteen (15) calendar days following the end of each calendar month. Individual Employers who fail to make payment as provided above, shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union provided the Employers fail to show satisfactory proof that delinquent payments have been made to the Health Fund.

It shall be the duties of the Committee to handle all administrative cost of operations pertaining to the Health and Welfare Fund. It shall also be left to the Committee to see that the Fund is at all times in compliance with laws pertaining to the establishment and maintenance of such a Fund.

Section 11.05 – It is mutually agreed that the Employer shall contribute to the NECA/IBEW Welfare Trust fund the amount specified in Article III, Section 3.05, on each eligible employee as defined in the Trust Agreement which established such Fund.

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:

- to improve communications between representatives of Labor and Management;
- to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 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;
- to engage in public education and other programs to expand the economic development of the electrical construction industry;
- to enhance the involvement of workers in making decisions that affect their working lives; and,
- 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 .0¢. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The East Tennessee 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 XII

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 12.01 - 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 purpose 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 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;
10. To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 12.02 – 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 12.03 – Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The East Tennessee Chapter, NECA or its designee, shall be the collection agent to this Fund.

Section 12.04 – If an Employer fails to make the required contributions to the Fund, the Trustees 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 (\$20.00) for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

ARTICLE XIII

SUBSTANCE ABUSE

Section 14.01 – 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 XIV

ADMINISTRATIVE MAINTENANCE FUND/RECEIVING AGENT

Section 15.01 – Effective on a mutually agreed to date, all Employers party to this Agreement shall each contribute \$ per hour for each hour worked by each employee covered by this Labor Agreement to the Administrative Maintenance Fund/Receiving Agent.

The Administrative Maintenance Fund/Receiving Agent contribution shall be submitted with all other fringe benefit contributions covered in the Labor Agreement on or before the fifteenth (15th) of the month following the month in which the work was performed, to the East Tennessee Electrical Industry Administrative Maintenance Fund/Receiving Agent.

There is hereby established a one check payment on all Trust Funds, as well as NEBF, Joint Apprenticeship and Training Fund, National Labor Management Cooperative Committee Fund, IBEW Assessment, NECA dues and service charges where applicable and the Administrative Maintenance Fund. Payments due and owing to all said Funds shall be made to Receiving Agent. This Receiving Agent shall be known as the East Tennessee Electrical Industry Administrative Maintenance Fund/Receiving Agent and shall act as the designated local collection agent for all said Funds. Payment shall constitute a debt due and owing to the East Tennessee Electrical Industry Administrative Maintenance Fund/Receiving Agent on the last day of each calendar month and shall be mailed with the appropriate payroll report to reach the East Tennessee Administrative Maintenance Fund/Receiving Agent no later than fifteen (15) days following the end of each calendar month. It is understood and agreed that the failure of any Employer to pay the proper amounts to the East Tennessee Administrative Maintenance Fund/Receiving Agent as required shall constitute a breach of the current working Agreement. This Receiving Agent is administered solely by the East Tennessee Chapter, NECA.

Employers shall contribute TBA for each hour actually worked prior, including premium and/or overtime hours, for all employees covered by this Agreement, to the East Tennessee Administrative Maintenance Fund/Receiving Agent. These moneys are exclusively for the purpose of administering the Receiving Agent as reimbursement for reasonable expenses incurred in the operation of the Fund.

Moneys received by the Receiving Agent will be paid to the respective Trust Funds to include the Joint Apprenticeship and Training Trust Fund, the Southern Electrical Health Fund, Local Union 270 Pension Trust Fund, NEBF, the Administrative Maintenance Fund, National Labor Management Cooperative Committee, Local Labor Management Cooperative Committee in accordance with the schedule of the Trust Fund contributions covered under the Agreement; to the Local Union for

the amount of assessments; and to the NECA Chapter for dues and service charges owed by NECA members.

The Receiving Agent shall not be responsible for the enforcement of payments required under this Agreement, except for the TBA contribution to the Receiving Agent. Responsibility for the enforcement of payment of all moneys, except for Receiving Agent contributions, shall remain with the respective funds, the Local Union and the Chapter as the case may be.

An annual audit/review shall be conducted of the Receiving Agent. A copy of the audit shall be made available to the Local Union or any participating employer upon request.

No part of the funds collected under the Receiving Agent or Administrative Management Fund shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its Local Union.

The Administrative Management Fund/Receiving Agent shall expend its revenue for the purpose of Administration of the Collective Bargaining Agreement, including but not limited to Collective Bargaining Negotiations, the processing of grievances and all other management duties and responsibilities necessary to administer this Agreement.

ARTICLE XV

CODE OF EXCELLENCE

Section 16.01. 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.

ARTICLE XVI

SEPARABILITY CLAUSE

Section 17.01 - 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 parties shall, thereupon, seek to negotiate substitute provisions which are conformity with the applicable laws.

Local 270 & Tennessee Chapter, NECA

Inside Agreement Changes

1. Section 1.01 – EFFECTIVE DATE

- *The period of agreement is from September 4, 2023 through May 31, 2024*

2. Replace Section 2.10 – SYMPATHY STRIKE with:

- Section 2.10 – EMPLOYEE RIGHT TO REFUSE TO CROSS PICKET LINE: *It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the employer against any employee, for an employee to refuse to cross a lawfully established primary picket line, whether at the premises of another Employer or the employee's own Employer. Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for by the Employer.*

3. Section 3.01 (b) -- *change 5:00 p.m. to 6:00 p.m.*

4. Section 3.05 – RATES OF PAY (CIR Decision)

(a) The Journeyman Wireman classification hourly wage rate shall be increased \$2.12 per hour, effective September 4, 2023.

(b) The present wage and fringe benefit differential, for all classifications other than those specifically mentioned in the CIR decision, shall be maintained in accordance with the present agreement.

5. Section 3.12 (a) – SHIFT CLAUSE:

- *Change second shift premium to 15% and third shift premium to 30%*

6. Section 3.14 – PAY PERIOD:

- *Add: "Employees who are terminated for cause and signed up for electronic money transfer will have their pay processed within 24 hours."*

Signed for the IBEW Local Union 270

A handwritten signature in blue ink, appearing to read 'D. Smith', written over a horizontal line.

Daniel Smith, Bus. Mgr.

Date: 9/12/2023

Signed for Tennessee Chapter, NECA

A handwritten signature in blue ink, appearing to read 'CP 9/24', written over a horizontal line.

Chase Pendergraft, Exec. Director

Date: 9-29-23