



Date: August 14, 2026

Memo To: Members of the NECA Board of Governors

From: Traci M. Walker
Secretary-Treasurer & CFO, NECA

Subject: Proposals for the Board of Governors Meeting

The following proposals were properly submitted in accordance with Section 8.1(h) of the NECA Bylaws for review and action at the October 4, 2026, meeting of the Board of Governors to be held at the Mandalay Bay Convention Center in Las Vegas, NV.

There are **4 Ordinary Proposals**. If adopted the proposed changes shall become effective immediately (unless otherwise indicated).

Ordinary Proposals

Ordinary Proposal #1, submitted by the Board of Directors of the Academy of Electrical Contracting, **re Changes to the Rules of the Academy of Electrical Contracting**

Ordinary Proposal #2, submitted by the NECA Executive Committee, **re Revision of NECA-IBEW Category I Inside Modified CIR Language**

Ordinary Proposal #3, submitted by the NECA Executive Committee, **re Revision of NECA-IBEW Category I Outside Modified CIR Language**

Ordinary Proposal #4, submitted by the NECA Executive Committee, **re Revision of NECA-IBEW Category I Residential Modified CIR Language**

Please note that in accordance with Section 8.1(h) of the NECA Bylaws, responses, amendments, and/or substitutes to such proposals must be submitted to the Secretary-Treasurer by **September 4, 2026**.

Information about the upcoming meeting as well as data on policies and historical data can be found [here](#).

If you have any questions, please do not hesitate to contact me at 202-991-6281 or tmw@necanet.org.

Thank you.

ORDINARY PROPOSAL #1 - Re: Changes to the Rules of the Academy of Electrical Contracting
(Submitted by the Board of Directors of the Academy of Electrical Contracting)

WHEREAS, Article XI of the NECA Bylaws was adopted by the board of Governors on October 12, 1968, to establish the Academy of Electrical Contracting to recognize individuals for their exceptional and outstanding services rendered in promoting and advancing the interests of the electrical contracting industry;

WHEREAS, Article XIII of the NECA Bylaws requires approval by the Board of Governors for adoption of the Academy's operating rules and procedures;

WHEREAS, NECA Leadership undertook a review of the Rules of the Academy to modernize and clarify its operating procedures, and, where appropriate, distinguish between requirements for Fellowship and practices that are encouraged of Fellows;

WHEREAS, Traci Walker, Secretary of the Academy of Electrical Contracting, on behalf of Kirk Davis, Chairman of the Academy of Electrical Contracting, submitted recommendations for change to the Board of Directors of the Academy on May 13, 2026, in accordance with Article VIII of the Academy Rules;

WHEREAS, the Board of Directors of the Academy met on June 12, 2026, and unanimously approved, by voice vote, to revise the Rules of the Academy for submission to, and approval by, the NECA Board of Governors,

Therefore, be it RESOLVED, the revised Rules of the Academy, as adopted by the Academy Board of Directors on June 12, 2026, and distributed as part of this ordinary proposal, be approved, and adopted.

Comment from NECA National Office:

This proposal is recommended **FOR** adoption for the reasons stated above.



RULES OF THE ACADEMY OF ELECTRICAL CONTRACTING

ARTICLE I - GOVERNING AUTHORITY

Sec. 1 - The Academy of Electrical Contracting (hereinafter called the "Academy") of the National Electrical Contractors Association, Inc. (a corporation organized and existing under the laws of the District of Columbia, hereinafter called the "Association" or "NECA") shall be governed by these Rules, as duly amended from time to time, subject to provisions of the Articles of Incorporation and Bylaws of the Association and the actions taken thereon by the NECA Executive Committee and Board of Governors.

Sec. 2 - The objects and purposes of the Academy shall be the furtherance of the stated objects and purposes of NECA, the promotion and advancement of the interests of the electrical contracting industry generally, and of the consuming public, by giving deserved recognition to individuals for their exceptional and outstanding services rendered in this endeavor, and by the further utilization of the talents and abilities of these distinguished individuals, through the Academy, in the accomplishment of the objects and purposes of NECA. The activities and operations of the Academy shall not duplicate, supersede or conflict with the other activities and operations of NECA.

ARTICLE II - FELLOWSHIP IN THE ACADEMY

Requirements for Fellowship

Sec. 1 - Pursuant to the procedures herein provided for, any person meeting the following requirements may be nominated for Fellowship in the Academy:

(a) The nominee must have served for at least ten (10) consecutive years (computed to the date of becoming a Fellow of the Academy or to the date of retirement from the electrical contracting industry) in an executive position or positions with a member firm or NECA Chapter, or with the Association itself, or with any two or more of these.

(b) Unless retired, the nominee must be associated with an organization which is affiliated with the Association.

~~(c) Each organization with which the nominee is associated as an officer, director, employee or agent, or has an ownership interest, must be affiliated with the Association, if eligible for affiliation.~~

~~(d)~~ (c) The nominee must have rendered to the industry, either nationally or locally, services so outstanding and exceptional as to be beyond any normal call of duty or loyalty.

~~(e)~~ (d) Any person who is an officer or honorary member of the Association, Chair of ELECTRI International, or a recipient of the McGraw Award, the Coggeshall Award, the Comstock Award, the Robert L Higgins Association Executive Distinguished Service Award or the Abraham Lincoln Leadership Award shall be deemed to meet the requirement in (d) and be entitled to Fellowship in the Academy if also meeting the requirements specified in subsections (a) through (c) hereof.

Nomination Procedures

Sec. 2 - A nomination for Fellowship in the Academy may be prepared and submitted at any time by:

- (a) Any two Fellows of the Academy. Each Fellow signing the nomination form must be well acquainted with the nominee and with the services performed by the nominee. In addition, each Fellow must write a letter of recommendation that acknowledges the history of the relationship.
- (b) By a majority of the members of the Board of Directors of any Chapter. Such a nomination must be signed by the Chapter President or Chapter Governor.
- (c) Nominations must be submitted ~~using the forms provided by the Academy and must be forwarded to the Secretary of the Jury of Fellows online~~, in accordance with instructions provided. Nominations submitted by March 1 will be reviewed at the next annual meeting.

Election Procedures

Sec. 3 - Each nomination for Fellowship shall be reviewed and acted upon by the Jury of Fellows, ~~a committee of twelve Fellows of the Academy which shall consist of the Chair of the Academy (as defined in Article III, Section 1), Chair of the Jury, one representative from each NECA District, and any additional members designated by the Academy Chair. The Chair of the Jury shall be the immediate past Chair of the Academy.~~ Election of a nominee to Fellowship in the Academy shall be by:

- (a) vote of the Jury of Fellows (which vote must be unanimous) and
- (b) subsequent approval, by majority vote of the Board of Directors.

Requirements for Installation

Sec. 4 - New Fellows will be invited to join the Academy, ~~will be advised of the requirements for Fellowship, and will be asked to acknowledge their understanding and acceptance of such requirements via assigned statement prior to induction. The candidate and~~ must appear in person to be inducted and receive this honor.

Installation of Fellows

Sec. 5 - Time of Installation

- (a) Persons elected to Fellowship in the Academy in accordance with the provisions of Article II, Sec. 3, shall be duly notified thereof promptly after such election. They will be installed as Fellows in a ceremony to be held in conjunction with the NECA Convention next following their election.
- (b) Persons qualified for Fellowship under Article II, Sec. 1 (e) shall be installed as Fellows in a ceremony to be held in conjunction with the NECA Convention when they are elected or receive their award.

Responsibility of Fellows

Sec. 6 - It shall be the responsibility of Fellows of the Academy to strive at all times, by their personal examples as well as by their participation in its program, to maintain its position of high honor and integrity, to uphold its dignity, and to assure that it enjoys the highest respect of all members of the industry and of the public. Fellows of the Academy ~~shall be prepared~~ encouraged to contribute their knowledge to other Fellows by:

~~(a) Participating in the Attend each Academy's annual meeting of the Academy if at all possible for them to do so;
otherwise they shall notify the Academy, giving the reasons for their inability to attend; and
other programs held in conjunction with NECA Conventions; and~~

~~(b) Preparing and deliver/presenting (not more often than once in any three year period) a paper or presentation on any subject a topic relevant to the electrical contracting industry in which the Fellow has recognized expertise on which the Fellow is deemed to be knowledgeable;~~

~~(c) Participate in survey of the Association annually upon request of the Chairman;~~

~~(d) Register with the Academy annually on the forms provided;~~

~~(e) Wear the appropriate badge, or other mark of identification, of a Fellow of the Academy, at all NECA meetings, whether these be local, state, regional or national in nature;~~

~~(f) The personal expenses of Fellows incurred in attending meetings and events and participating in programs shall be paid by them; and~~

~~(g) Refrain from participating in any other organization or activity if it will so compete for the time of the Fellow to prevent participation as such in the academy, or if this would defeat or be in conflict with the best interests of the Academy or of the Association.~~

Term of Fellowship

Sec. 7 - Any person who has been installed as a Fellow of the Academy shall retain the status as a Fellow for life, ~~provided that the Fellow continue to meet the requirements of a "nominee" set out in Section 1, subsections (a), (b), (c), (d), and (e) of this Article, and provided the Fellow is not affiliated with an organization engaged in any activity which would be in conflict with, or prevent participation in, the activities of the Association unless expelled as stated in Section 8.~~

Fellow Emeritus

~~Sec. 8 - A Fellow who is no longer active in the Academy due to age, health, or other reasons as approved by the Board of Directors, may apply for Fellow Emeritus status at the time of the annual registration. Upon approval by the Board of Directors at the following annual meeting, the Fellow Emeritus will continue with all privileges of Fellowship but will not have to comply with items (a) through (c) in Section 6 of this Article. Any Fellow who does not attend three consecutive annual meetings of the Academy of Electrical Contracting will become a Fellow Emeritus upon action of the Board of Directors. A Fellow Emeritus may return to active status upon written request to, and approval by, the Board of Directors.~~

Expulsion Procedures

Sec. ~~98~~ – (a) Any Fellow may be expelled from the Academy by a two-thirds vote of the Board of Directors for any cause which it deems sufficient. Before expulsion, however, a Fellow shall be given an opportunity to be heard before the Board of Directors. No member of the Board of Directors who has made an accusation or charge against the Fellow shall be entitled to vote as a member of the Board of Directors. No Fellow may be expelled by vote of the Board of ~~d~~Directors unless the reasons for expulsion are reduced to writing and made a part of the permanent minutes or records of the Board of Directors.

(b) Within thirty (30) days after notification of expulsion by the Board of Directors, any Fellow

so expelled may, appeal to the entire body of Fellows of the Academy for investigation of the causes for such expulsion. A vote may be taken at the next annual meeting. The expelled Fellow may be reinstated by a majority vote of the Fellows in attendance.

ARTICLE III - ~~CHAIRMAN~~CHAIR

Sec. 1 - The ~~Chairman~~Chair of the Academy will be the Immediate Past President of NECA and will take office as ~~Chairman~~Chair when ~~his~~their term as President is completed.

Sec. 2 - The ~~Chairman~~Chair will serve as ~~Chairman~~Chair of the Board of Directors. Sec. 3 - The ~~Chairman~~Chair will annually:

- ~~Appoint a Nominating Committee to~~Nominate candidates for elective positions on the Board of Directors ~~next becoming as such positions become~~ vacant;
- Appoint a Jury of ~~12~~Fellows to review nominations for Fellowship;
- ~~Request Fellows to submit Papers for presentation at the annual meeting on topics on which they are deemed to be knowledgeable.~~

Sec. 4 - The ~~Chairman~~Chair will determine the location of the Annual Meeting in cooperation with the NECA President.

Sec. 5 - The Chair~~man shall~~may submit a written report for the Board of Directors to the Executive Committee of the Association following the Annual Meeting. The report shall contain such observations and recommendations as the Board of Directors of the Academy may wish to submit to the Executive Committee for its consideration.

Sec. 6 - The Chair~~man~~ of the Academy shall have authority to establish and appoint members of a Committee for a particular purpose consistent with these Rules, and to dissolve such Committee. The Chair~~man~~ shall have authority to appoint a chair~~man~~ and committee members.

ARTICLE IV - MEETINGS & EVENTS

Schedule

Sec. 1 - The Academy shall hold an Annual Meeting during the period from April 1 through July 31 of each year and shall also hold a reception for Fellows during the NECA Convention. Notice of these events shall be sent to all Fellows at least sixty (60) days in advance.

Quorum

Sec. 2 - A quorum for the transaction of business at any meeting of the Board of Directors, ~~any Standing Committee or Special Committee of the Academy,~~ shall be a majority of the members thereof. A quorum for the transaction of business at any Annual Meeting of the Academy shall be a majority of the Fellows enrolled as attending such Annual Meeting.

ARTICLE V - BOARD OF DIRECTORS

Member Composition

Sec. 1 - Subject to the provisions of Article I, Sec. 1 of these Rules, the affairs of the Academy shall be governed by its Board of Directors. The Board of Directors shall consist of:

- (a) The ~~Chairman~~Chair of the Academy ~~as defined in Article III, Sec. 1;~~
- (b) Each of the other past Academy Chair~~s~~men who are Fellows of the Academy;

(c) Each of the other NECA officers, who are Fellows of the Academy, for the periods that they respectively serve as such officers, and

(d) twelve (12) Fellows of the Academy who shall be elected, for the terms hereinafter specified, by majority vote of ~~the~~ all Fellows of the Academy present and voting at the meeting at which such election occurs.

Election of Directors

Sec. 2 - As noted in (d) of Sec. 1, at each Annual Meeting, the Fellows of the Academy shall elect four of its members to serve for a term of three years each. In addition to nominations made by the ~~Nominating Committee~~Chair, other nominations may be made from the floor at the meeting at which the election occurs.

Vacancy

Sec. 3 - If for any reason the Immediate Past President of NECA is unable or unwilling to serve as ~~Chairman~~Chair of the Academy and of its Board of Directors, then the Board, under the direction of the current NECA President, shall select, by majority vote, one of its members to serve the term as ~~Chairman~~Chair. Any vacancy with respect to an elected member of the Board of Directors by reason of resignation or inability to serve shall remain a vacancy until the next regular annual election.

Term of Office

Sec. 4 - Elected members of the Board of Directors, and any officers by reason of Association election, shall take membership on the Board of Directors at the beginning of the next calendar year and shall serve until their successors take membership on the Board.

Meetings

Sec. 5 - The Board of Directors of the Academy will meet during the Annual Meeting of the Academy.

Interim Ballot

Sec. 6 - At the direction of its ~~Chairman~~Chair, a vote of the Board of Directors may be taken on any subject (except proposals to amend these Rules) which is deemed appropriate. Such ballot may be distributed, and votes received, by mail, or electronic mail or any other means of electronic transmission approved by the Board of Directors. Such a vote of the Directors shall be equivalent for all purposes to a vote of the same Directors if given at a meeting at which a quorum was present. Votes may be counted only if received within fifteen (15) days of the date request for vote is sent to the Directors.

Report of Chair~~man~~

Sec. 7 - The Board of Directors, through its Chair~~man~~, ~~shall~~may submit a written report to the NECA Executive Committee following the annual Meeting of the Academy. The report shall contain such observations and recommendations as the Board of Directors of the Academy may wish to submit to the NECA Executive Committee for its consideration.

ARTICLE VI - COMMITTEES

Sec. 1 - Committee members serve at the will of the ~~Chairman~~Chair and may be appointed or removed at any time.

Sec. 2 - Each committee shall prepare and submit a report of its studies, findings or recommendations to the Board of Directors of the Academy at each Annual Meeting of the Board of Directors.

Sec. 3 - The Jury of Fellows will establish its own guidelines, which will be approved by the Board of Directors.

ARTICLE VII - ADMINISTRATION AND FINANCES

Sec. 1 - The affairs of the Academy shall be administered in the same manner as the other activities of the Association as set forth in the NECA Bylaws.

Sec. 2 - The anticipated expenses of operating the Academy for the coming calendar year shall be budgeted and submitted to the NECA Executive Committee for approval in the same manner as those for other anticipated activities of the Association, as prescribed in the NECA Bylaws.

ARTICLE VIII - AMENDMENTS

These Rules may be revised or amended at any meeting of the Board of Directors of the Academy at which a quorum is present by a two-thirds ballot vote of the Directors present, provided the proposed revision or amendment shall have been submitted in writing by a member of the Board of Directors to the Academy at least thirty (30) days prior to the meeting of the Board of Directors and a copy of the same sent to all Directors at least twenty (20) days prior to such meeting, and further provided that any such proposed revision or amendment so adopted by the Board of Directors shall become effective upon approval by the NECA Board of Governors.

ARTICLE IX - DISSOLUTION OF THE ACADEMY

~~Sec. 1~~—The Academy may be dissolved at any time by a two-thirds ballot vote of the NECA Board of Governors, provided that notice that such action will be proposed at the next meeting of the Board of Governors shall have been submitted in accordance with the NECA Bylaws regarding submission of proposals for Board of Governors action.

~~Sec. 2~~—Any funds and assets of the Academy shall prior to, and at time of dissolution of the Academy, be and remain the funds and assets of the Association.

Revised Rules Adopted by NECA Board of Governors on October 23, 1999

Revised Rules Adopted by NECA Board of Governors on October 12, 2013

Revised Rules Adopted by NECA Board of Governors on September 29, 2018

Revised Rules Adopted by NECA Board of Governors on September 29, 2023

ORDINARY PROPOSAL #2 - Re: Revision of NECA-IBEW Category I Inside Modified CIR Language
(Submitted by the NECA Executive Committee)

WHEREAS, there has been ongoing confusion regarding the timeline for submitting cases to the Council on Industrial Relations (CIR);

WHEREAS, this confusion has led to inefficiencies and delays in the grievance and dispute resolution process for agreements containing Modified CIR;

WHEREAS, the need for all Collective Bargaining Agreements (CBA) to have clear language that accurately reflects timelines and procedural steps for submitting cases to the Council on Industrial Relations (CIR);

Now, therefore, be it resolved that the Pattern Agreement Guide and Category I language on Modified CIR be amended to read as follows:

ARTICLE I

MODIFIED CIR

EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES

CHANGES:

Section 1.02

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of this 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) In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR), either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.
- (e) By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, may jointly, with the Union, submit the unresolved issues **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) for adjudication. Such unresolved issues shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary dates. The Council's decisions shall be final and binding.

(f) 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.

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

Comments from NECA National Office:

This proposal is recommended **FOR** adoption for the reasons stated above.

ORDINARY PROPOSAL #3 - Re: Revision of NECA-IBEW Category I Outside Modified CIR Language
(Submitted by the NECA Executive Committee)

WHEREAS, there has been ongoing confusion regarding the timeline for submitting cases to the Council on Industrial Relations (CIR);

WHEREAS, this confusion has led to inefficiencies and delays in the grievance and dispute resolution process for agreements containing Modified CIR;

WHEREAS, the need for all Collective Bargaining Agreements (CBA) to have clear language that accurately reflects timelines and procedural steps for submitting cases to the Council on Industrial Relations (CIR);

Now, therefore, be it resolved that the Pattern Agreement Guide and Category I language on Modified CIR be amended to read as follows:

ARTICLE I

MODIFIED CIR

EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES

CHANGES:

Section 1.02

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of this Agreement or any anniversary date occurring thereafter.
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- (d) In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR), either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.
- (e) By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, may jointly, with the Union, submit the unresolved issues **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)**

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

Comments from NECA National Office:

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ORDINARY PROPOSAL #4 - Re: Revision of NECA-IBEW Category I Residential Modified CIR Language
(Submitted by the NECA Executive Committee)

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WHEREAS, this confusion has led to inefficiencies and delays in the grievance and dispute resolution process for agreements containing Modified CIR;

WHEREAS, the need for all Collective Bargaining Agreements (CBA) to have clear language that accurately reflects timelines and procedural steps for submitting cases to the Council on Industrial Relations (CIR);

Now, therefore, be it resolved that the Pattern Agreement Guide and Category I language on Modified CIR be amended to read as follows:

ARTICLE I

MODIFIED CIR

EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES

CHANGES:

Section 1.02

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of this 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) In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR), either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.
- (e) By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, may jointly, with the Union, submit the unresolved issues **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)** for

adjudication. Such unresolved issues shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary dates. The Council's decisions shall be final and binding.

- (f) 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.
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