

**SOUND AND COMMUNICATIONS
ADDENDUM TO THE SUPPLEMENT
OF THE
NATIONAL TELEDATA AGREEMENT**

For the

**IBEW FOURTH DISTRICT
Locals 32, 82, 212 and 648**

And

Cincinnati and Western Ohio Chapters of NECA

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PREFACE

The parties recognize the diversity that exists throughout the District and they desire to establish distinctive conditions, which are hereby, made part of the National Teledata Agreement and set forth below.

SCOPE

This Supplement and attendant Local Area Addenda apply to all defined Telecommunication, Video, Voice, and Data Systems inside the property line. "Defined Teledata Work" shall be as set forth on page 1 of the National Teledata Agreement and as may be modified by Local Area Addenda with the approval of the IBEW Vice President.

GEOGRAPHICAL JURISDICTION

The terms of this Supplement shall apply to the IBEW Locals 32, 82, 212 and 648 of the 4th District. The terms of the applicable Local Area Addendum to this Supplement shall apply to the area in which the work is to be performed.

AGREEMENT MODIFICATIONS

Article I of the Agreement is modified as follows:

The parties agree that a committee shall be established for purposes of addressing all grievances or questions in dispute arising under this Supplement and for negotiating changes or otherwise modifying the terms of this Supplement. They further agree that the IBEW Vice President for this District shall appoint representatives from among the signatory Local Unions. The IBEW District Vice President shall request the NECA Executive Regional Director to appoint an equal number of representatives from among the signatory employers. These appointed representatives shall represent the respective parties on the committee.

LOCAL AREA LABOR MANAGEMENT COMMITTEE

There shall be a Local Area Labor Management Committee of four (4) representing the Unions and four (4) representing the Employers shall have jurisdiction over issues originating from the Local Area Addenda to this Supplement. 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 Unions shall select the Union representatives and the Chapters shall select the management representatives.

(a) Grievances or questions in dispute arising from a Local Area Addendum shall be adjusted by the duly authorized representative of each of the parties to that Addendum. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Local Area Labor Management Committee.

(b) All matters coming before the Local Area Labor Management Committee shall be decided by a majority vote. Six members of the Committee, three 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.

(c) Any decision of the Local Area Labor Management Committee that may be contrary to the intent of the National Teledata Agreement or this Supplement, upon recommendation of either or both the IBEW District Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

(d) Should the Local Area Labor-Management Committee fail to agree 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.

(e) A grievance must be formally filed, in writing, to the Business Manager or Chapter Manager within fourteen (14) calendar days of the allegation.

(1). A request for extension to the 48 hour notice to meet as described within this section may be filed by either party in writing to the other party. Such request must be approved or denied in writing no more than 24 hours of receipt or the requested extension will automatically be accepted.

FOREMAN CALL BY NAME

Article II is modified as follows:

Section 2.03 is replaced with the following:

The employer shall have the right to call Foremen by name provided:

(a) The employee has not quit his previous employer within the past two weeks.

(b) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said foreman provided the name appears on the highest priority group.

(c) When an employee is called as a foreman he must remain as a foreman for one year or must receive a reduction in force.

SUBCONTRACTING

Section 2.16 of the National Tele-data Agreement

REFERRAL GEOGRAPHICAL AREA

Article III is modified as follows:

Section 3.05-Replace "Appendix A" with "appropriate Local Area Addendum to the Sound and Communications Supplement."

Section 3.08-Replace "attached to this agreement as Appendix B" with "shall be defined in the appropriate Local Area Addendum to the Sound and Communications Supplement" as the jurisdiction of the respective local union.

WORKING CONDITIONS

Article IV is modified as follows:

Sections, 4.02, 4.03, 4.04, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.15, 4.16, and 4.20 shall not apply to work covered by this Supplement.

Modifications to the remaining Sections of Article 4 may be incorporated into the Local Area Addenda.

WAGES AND FRINGE BENEFITS

Article V is modified as follows:

The terms of Article V shall be set forth in the Local Area Addenda to this Supplement.

All changes to the Local Area Addenda to this Supplement must be submitted for approval to the IBEW Vice President.

SUBSTANCE ABUSE

The dangers and costs which alcohol and other chemical abuses can create in the **Voice-Data-Video Industry** in terms of safety and productivity is 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 the implementation of a drug and alcohol policy must be subject to all 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 Voice- Data-Video 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 requirements of those laws and regulations.

WORK PRESERVATION

In order to protect and preserve, for the employees covered by this supplement and applicable Local Area Addenda, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows:

If and when the employer shall perform any work of the type covered by this Supplement and Local Area Addenda, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint-venture, wherein the Employer, through its officers, directors, partnership, or any other business entity, including a joint-venture, wherein the Employer, through its officers, directors, partners or stockholders, exercise either direct or indirectly, management, control or majority ownership, the terms and conditions of this Supplement and Local Addenda shall be applicable to all such work.

SELF-HELP

This Supplement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary, and when the Union or its proper representatives decide to do so; but no removal shall take place until notice is first given to the Employer involved. Under no circumstances shall an employee be compelled to remain on any job against his will where a labor dispute exists.

When such removal takes place, the Union or its representative shall direct the workmen on such job to carefully put away all tools, material, equipment and other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer. .

NATIONAL LABOR MANAGEMENT COOPERATIVE COMMITTEE (NLMCC)

The parties agree to participate in the NECA IBEW National Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperative Act of 1978, 29 U.S.C. S175 (A) and Section 3. 02 (c) (9) of the Labor-Management Relations Act, 29 U. S. C. S186(c)(9). The purpose of this Fund includes 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 to eliminate potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security; enhance economic and community development and promote the general welfare of the community and the industry;

- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) to enhance the involvement of workers in making decisions that affect their working lives; and
- 10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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.

Each employer shall contribute one cent (\$0.01) 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 participating NECA Chapter (s), or its designee, shall be the collection agent for this Fund.

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 of 15% of the delinquent payment, but not less than the sum of twenty (\$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 attorneys' fees.

LOCAL AREA ADDENDUM

1. The Employer and the Union have a common and sympathetic interest in the Teledata Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in the industry demands a mutuality of confidence, between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows.

ARTICLE I SCOPE

The work covered by this Agreement shall include the installation, testing, service and maintenance, of all VDV systems which utilize the transmission and/or transference of voice, sound, vision or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, and low voltage master clock systems.

- I. This agreement specifically includes the following work:

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

1. Background-foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Radio page systems
5. School intercom and sound systems
6. Low-voltage master clock systems
7. Burglar alarm systems
8. Multi-media/multiplex systems
9. Sound and musical entertainment systems
10. RF Systems
11. Antennas and Wave Guide

B. TELEVISION AND VIDEO SYSTEMS

1. Television monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
CATV and CCTV

C. SECURITY SYSTEMS

1. Perimeter Security Systems
2. Vibrations Sensor Systems
3. Card Access Systems
4. Access control systems
5. Sonar/Infrared monitoring Equipment

D. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)

1. SCADA (Supervisory Control and Data Acquisition)
2. PCM (Pulse Code Modulation)
3. Inventory Control Systems
4. Digital Data Systems
5. Broadband and Baseband and Carriers
6. Point of Sale Systems
7. VSAT Data Systems
8. Data Communication Systems
9. RF and Remote Control Systems
10. Fiber Optic Data Systems
11. Nurse Call Systems

E. VDV SUPPORT SYSTEMS SUCH AS DATA-TRACK, INNERDUCT, OR SIMILAR TYPE RACEWAYS AND LADDER RACK INTENDED SPECIFICALLY FOR THE ABOVE LISTED SYSTEMS.

F. The installation of conduit and/or raceways shall be the jurisdiction of Inside Wiremen except as follows:

Bridle rings or assemblies consisting of bridle rings mechanically attached to form a rack, and wire mesh cable trays, installed solely for the support of teledata cabling, may be installed by Journeyman Teledata Technicians, Installer Technicians or Apprentices.

Members of this Bargaining Unit may install and support metallic cable tray in situations where the sole purpose of the tray is to house teledata cabling. In instances where power cabling is to be installed in the tray or dividers are to be installed to segregate power from data, the installation and support of the tray shall be the jurisdiction of Inside Wiremen.

On a site where no Inside Wiremen are employed, the Journeyman Teledata Technician, Installer Technician or Apprentice may install electrically conductive conduit and/or raceway not greater than ten (10) feet in length. On such projects, teledata or installer personnel may install cable tray and non-conductive raceways of any length and/or separate assemblies solely for the support of Teledata cabling.

II. This Agreement specifically excludes the following work:

- A. Raceway systems on new construction or major renovation projects when an electrical contractor is on site are not covered under the terms of this Agreement except for those listed in Item I.E, above. Chases, sleeves and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems.
- B. The complete installation of non-integrated Energy Management Systems, computer systems in industrial applications such as process controls, assembly lines, robotics, and computer controlled manufacturing systems, and all HVAC control work up to the first point of connection to the multipurpose integrated system if so connected shall not be a part of this Agreement.
- C. Life Safety Systems (not intrinsic to nurse call systems listed above) shall be excluded from this Agreement
- D. SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the scope).
- E. FIRE ALARM SYSTEMS INCLUDING INSTALLATION, WIRE PULLING, AND TESTING,

Nothing contained in this SCOPE or any other section of this agreement shall prevent, a contractor who is signatory to an Inside Agreement in the jurisdiction of the Site Local Union from performing VDV work under the terms and conditions of that Inside Agreement.

**ARTICLE II
HOURS WAGES AND WORKING CONDITIONS**

Eight hours work between the hours of 7:00 a.m. and 4:30 p.m. with 30 minutes for lunch period between 12:00 and 12:30 shall constitute the workday. Five such days Monday through Friday shall constitute the workweek.

The hours of labor shall be eight (8) hours per day. The hours of the normal workday may be varied by not more than one (1) hour without prior written request from the customer and mutual consent of the parties hereto.

SHIFT WORK –

(A) When so elected by the contractor, multiple shifts of at least five (5) consecutive days duration may be worked. Should five (5) consecutive days duration not be worked, all hours outside the normal work hours shall be paid at the proper overtime rates. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the “day shift” shall receive eight-(8) hours pay at the regular hourly rate for eight-(8) hours work.

The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 1:00 a.m. Workmen on the "swing shift" shall receive eight hours pay at the regular hourly rate plus 10 %.

The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 9:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hour's pay at the regular hourly rate plus 15%.

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

There shall be no pyramiding of overtime rates and double the straight time 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.

The first (day), Second (swing) and Third (graveyard) shifts shall receive eight (8) hours benefits for eight (8) hours pay

(B) The Employer, with 24 hours prior notice to the Union, may institute a workweek consisting of four (4) consecutive ten (10) hours days between the hours of 7:00a.m. and 5:30p.m., Monday through Thursday, with one-half 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 work day, or forty (40) hours in a work week, overtime shall be paid at a rate of one and one-half times (1 1/2X) the regular rate of pay.

Four- (4) Day-Ten (10) hour shift option: The first shift shall be four ten-hour days, Monday through Thursday with a thirty minute unpaid lunch break.

The second shift, if one is scheduled, shall be (10) hours of work for ten (10) hours pay at the basic straight time hourly wage rate, plus 10 % per hour second shift plus one-half hour unpaid lunch period. Benefits for the ten- (10) hours paid.

Makeup day--In the event it is not possible to work a full regular scheduled workweek because of weather or lost time due to a holiday, the Employer may schedule a makeup day. A four day ten hour shift may use Friday as a voluntary makeup day (not mandatory); work on the makeup day will be scheduled for a minimum of eight (8) hours.

Work canceled due to weather or a holiday during the workweek will be the reason for Friday being utilized as a make-up day. The hours of the workday may be varied by not more than one (1) hour by mutual consent of the parties hereto.

The workmen shall work the full eight/ten hours anywhere within the jurisdiction of the Local Unions.

ARTICLE III OVERTIME AND HOLIDAYS

Work performed on Sundays and the following holidays – New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas – shall be at double the regular straight time rate of pay.

Work performed on Sundays shall be double the regular straight time rate of pay. All work performed in the ninth (9th) and tenth (10th) hours after the regularly scheduled working hours shall be paid at one and one/half times the straight time rate of pay. Monday through Friday and also the first eight (8) hours on Saturday. All worked performed after such tenth (10th) hour, Monday through Friday and after the first eight (8) hours on Saturday shall be paid at double the straight time rate of pay.

When Christmas falls on a Sunday or Monday, Christmas Eve Holiday will be celebrated on Friday. If the employee is required to work a full eight (8) hours shift, he will receive 3.5 hours additional compensation at the normal rate of pay with no benefits.

ARTICLE IV WAGES

A Journeyman Installer / Technician "A" shall be an individual with one of the following criteria;

SCENERIO (1)

- Documented Five (5) years Information Transport System experience
- Successfully completed Classroom and OTJ requirements of JATC Apprentice Program
- Maintain current BICSI Technician certification

SCENERIO (2) Through organizing or transfer;

- Have Five (5) years documented Information Transport System experience
- Maintain current BICSI Technician certification

A Journeyman Installer / Technician "B" shall be an individual with one of the following criteria;

SCENERIO (1)

- Documented Four (4) years Information Transport System experience
- Successfully completed Classroom and OTJ requirements of JATC Apprentice Program
- Maintain current BICSI – ITS Level 2, Copper (IN225) & Fiber (IN250) certifications,
Or
- In place of ITS Level 2 Copper & Fiber certifications, a current BICSI Level II certification

SCENERIO (2) Through organizing or transfer;

- Documented Four (4) years Information Transport System experience
- Maintain current BICSI – ITS Level 2, Copper (IN225) & Fiber (IN250) certifications,
Or
- In place of ITS Level 2 Copper & Fiber certifications, a current BICSI Level II certification

A Journeyman Installer /Technician shall be an individual with one of the following criteria;

SCENERIO (1)

- Provide Three (3) years Information Transport System experience
- Successfully completed Classroom and OTJ requirements of JATC Apprentice Program
- Maintain current BICSI – ITS Level 2, Copper (IN225) certification
- Maintain current BICSI – ITS Level 2, Fiber (IN250) certification,
Or
- In place of ITS Level 2 Copper & Fiber, maintain current BICSI Level II certification

SCENERIO (2) Through organizing or transfer;

- Provide Three (3) years Information Transport System experience
- Have Three (3) years documented Information Transport System experience and hold a current BICSI – ITS Level (prior to 1/1/09) certification, or (post 1/1/09) maintain BICSI – ITS 2, Copper (IN225) and BICSI – ITS Level 2 Fiber (IN250) certifications

An Apprentice/Installer shall be an individual currently participating in the JATC Administered Apprentices Program completing classroom and OTJ requirements as specified by JATC.

Locals 32, 82, 212 and 648

Three (3) Year Term – November 28, 2022 through November 30, 2025

Effective November 28, 2022 \$1.85 increase

Effective November 27, 2023 \$1.60 increase

Effective November 25, 2024 \$1.65 increase

TYPICAL:

Journeyman Installer/Technician “A” (100%)

Journeyman Installer/Technician “B” (95% of JIT-Level A)

Journeyman Installer/Technician “JIT” (90% of JIT-Level A)

Apprentice/Installer Technician per article percentages

All monetary increases may, at the sole discretion of the union, be diverted all or in part to an established benefit funds only during the life of this agreement.

**ARTICLE V
APPRENTICES**

<u>Period</u>	<u>% of Journeyman Installer Technician A Rate:</u>
1st	55%-1000 hours OJT with satisfactory progress in related training and on the job.
2nd	55%- 1,000 hours additional OJT and completion of first year related training.
3rd	65%- 1,000 hours additional OJT and satisfactory progress in related training and on the job.
4th	65%- 1,000 hours additional OJT and completion of second year of related training.
5th	75%- 1,000 hours additional OJT and satisfactory progress in related training and on the job.
6th	75%- 1,000 hours additional OJT and completion of third year of related training.
7th	80%- 1,000 hours additional OJT and satisfactory progress in related training and on the job.
8th	80%- 1,000 hours additional OJT and completion of fourth year of related training

The JATC is hereby authorized to indenture a ratio of apprentices to Journeyman not to exceed 1 to 2; (1) Journeyman Technician A or Journeyman Technician B or Journeyman to two (2) Apprentices and multiples thereof.

Note: Increase apprentice percentage of JIT-A rate for all periods of apprentices (1st through 8th) beginning with the class due to graduate in 2022.

Any contributions to the Health Reimbursement Account (“HRA”) shall be prorated per the apprentice’s period percentage on all apprentice periods beginning with the first year class due to graduate in 2022.

Any contributions to the Retirement Program shall be prorated per the apprentice’s period percentage on all apprentice periods beginning with the first year class due to graduate in 2026.

The Employer agrees to provide a health plan at \$3.87 per hour for first and second period apprentices beginning with the first year class due to graduate in 2022 as designed by Health and Welfare Trustees.

ARTICLE VI

FOREMAN and GENERAL FOREMAN

Foreman shall be paid 10% above the Journeymen Installer Technician A
General Foremen shall be paid 15% above the Journeymen Installer Technician A

Number of Employees on the Job	Foremen	General Foremen
1 through 5	0	0
6 through 10	1	0
11 through 21	1	1
22 through 31	2	1

**ARTICLE VII
WAGE PAYMENT**

All wages shall be paid weekly in currency or by check before the regular quitting time on Wednesday. If offered by the employer, electronic deposits shall be utilized. Any wages paid upon termination will be handled via check or direct deposit when elected by the employee, at the customary time and manner. All Employers shall end their pay period on Sunday night at twelve (12) o'clock midnight.

(a) Any workman laid off or discharged shall be paid his wages and given a termination slip immediately. Such termination slips must show, under remarks, the reason for termination. If notification of such layoff is not given the day previously, any man reporting for work and not being put to work shall receive not less than two (2) hours wages in order to gather his tools and personal belongings and shall be paid off in full, immediately. In the event he is not paid off, waiting time at the regular straight time rate shall be charged until payment is made, but waiting time is not to exceed eight (8) hours in any one twenty-four (24) hour period.

(b) A termination slip must be provided to any workman who quits. A workman should pick up the termination slip before he leaves the job site as he must present it at the hiring hall before being referred to another job.

(c) Termination slips in triplicate form are provided to the contractor of the Local Unions, IBEW. All supervisory personnel must have these termination slips available on the job site.

**ARTICLE VIII
COPE**

The Employer shall allow a payroll deduction to I.B.E.W. COPE in five cents (\$.05) increments per hour worked. Deductions shall be made only upon receipt by the Employer of a properly executed COPE Deduction Authorization Card. Such deduction shall remain in effect until a written cancellation request is received from the employee. The deduction by the Employer will be made weekly and mailed monthly along with other payments to the Local Union Office.

Deductions will start only upon presentation of a properly executed authorization card to the Employer.

**ARTICLE IX
CREDIT UNION**

Employers shall deduct amounts from pay as authorized by the employees to be forwarded to the Credit Union. The deductions are from regular wages and shall be shown on the regular reports.

**ARTICLE X
BUILDING FUND**

The Union shall have the right to establish a Building Fund at any time during the term of this agreement.

**ARTICLE XI
EMPLOYEE CHECK STUB**

The employees check stub shall contain all of the following - their name, and all deductions, contributions, fringe benefits listed separately, Contractors name and mailing address, and any other as hereinbefore mentioned shall be itemized on the employee's check stub.

**ARTICLE XII
EMPLOYEE TERMINATION**

The Employer shall furnish the Union and the Employee a termination slip on a form supplied by the Union. The termination slip shall be properly completed and signed by the Employer or his authorized representative. The termination slip shall be faxed in Twenty-four (24) hours to the Union, mailed and postmarked within forty-eight (48) hours of termination, Saturday, Sunday and Holidays excepted.

**ARTICLE XIII
IN AND OUT OF THE TERRITORY**

The Employer shall pay for traveling time from shop to job, job to job, job to shop, within the jurisdiction of the referring Union. On work outside the Local Unions jurisdiction of the employee's referral, the Employer shall furnish transportation or mileage starting when the employee leaves their referring jurisdiction and travels over 40 miles beyond the local union office to the job site (the IRS allowable rate). When an overnight stay is required and traveling outside of the referring Union's jurisdiction, hourly pay rate shall begin at the employee's legal residence. Room, board, and all other expenses when practical shall be provided in advance when an overnight stay is required (at the allowable IRS rate).

**ARTICLE XIV
MILEAGE AND SERVICE WORK**

Whenever Employees use their own automobiles for transportation purposes in lieu of transportation furnished by the Employer, they shall be reimbursed for such use at the IRS allowable rate, provided however; no Employee shall be required to furnish his automobile, unless he consents thereto.

**ARTICLE XV
EMPLOYEES REPORT TO JOB**

No traveling time shall be paid before or after working hours to workmen for traveling to and from job, within the jurisdiction of the referring Local Union, when Employees are ordered to report on the job.

**ARTICLE XVI
TOOLS, EQUIPMENT AND STORAGE**

Tools-Employees shall provide themselves with the following tools and these only:

Tool List

Apprentice & Journeymen:

Electrician Scissors & Pouch	25 foot Tape
Hammer	4" Screw Driver (Phillip & Straight Head)
Flashlight	Channel Lock, slip joint, utility
8" adjustable wrench	Pliers
66 & 110 Punch Down Tool	Dry Wall Knife or Saw
Wire Stripper	Tool Pouch or Bag
9" Lineman Pliers	

Tools - Employers, Collection of Tools -The Employer shall furnish all other necessary tools and equipment. Workmen will be held responsible for the tools and equipment issued to them, provided the Employer furnishes the necessary lockers, toolboxes or safe place for storage. All employees shall have ten (10) minutes time to collect all tools.

Storage- The employer shall provide a safe place for the storage of the workmen's clothing and tools on all jobs and shall be responsible for any loss of these by fire or reportable theft.

**ARTICLE XVII
FRINGE BENEFITS**

The Employer agrees to pay into the Retirement Program the amount listed on the applicable Local Union's wage schedule per each "hour worked" on top of wages for all employees covered by this Agreement.

The Retirement Program shall consist of a Defined Benefit Plan (Pension Plan) and/or Defined Contribution Plan (Annuity Plan) and/or a 401k Plan (voluntary employee deduct) as established

by this Agreement and their respective Agreement and Declaration of Trusts and administered by the Board of Trustees of each plan.

The Employer agrees to pay into the Health and Welfare Fund the amount listed on the applicable Local Union's wage schedule per each "hour paid" on top of wages for all employees covered by this Agreement.

The said Health and Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employer and the Union, which Agreement and Declaration of Trust shall conform to all requirements of the law.

Changes to Fringe Benefit Plans above may be made at any time a negotiated wage increase takes effect if approved by both: 1) a vote by the union membership to allocate a portion of such wage increase to the fringe benefit fund; and 2) the recommendation by the Plan's Consultant and Board of Trustees.

If the "hourly compensation package" consists of an employee's hourly wage and the total amount of fringe benefit contributions required to be made on behalf of such employee by the terms agreement for each hour of service. In the event of the termination, merger or dissolution of any one or more of the Fringe Benefit Funds, it is the intent of the parties to this Agreement that neither the Employer nor the employees shall be unjustly enriched at the expense of the other.

Unless unforeseen circumstances arise that make it inequitable to do so (i.e., a healthcare tax payable directly to the Local, State, or Federal Government), the "hourly compensation package" will remain unchanged by the merger, termination or dissolution of the Funds(s), and all contributions that would have been made to such Funds(s) shall instead be paid to: 1) any successor plan if so required by a written agreement, or 2) to the employee as regular compensation.

**ARTICLE XVIII
NATIONAL ELECTRICAL BENEFIT FUND (NEBF) & ANNUITY PLAN (NEAP)**

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

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

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

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

(a) Joint Apprenticeship Training Committee Trust Fund – Contributions to the Joint Apprenticeship and Training Trust Fund shall be outlined in Article XXI of this Agreement.

(b) Paid Parking – Parking Reimbursement - Employers shall pay the actual amount, not to exceed \$8.00 per day, parking allowance to each employee if there is no contractor designated job site parking available. Payment will be made only to persons presenting receipts to their employer.

NATIONAL ELECTRICAL ANNUITY PLAN (NEAP)

It is agreed that in accord with the IBEW–District Ten–NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan (NEAP), the individual employer will forward monthly to NEAP's designated collection agent the amount set forth below together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than 15 calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the National Electrical Annuity Plan Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon 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 collection agent.

The failure of an individual employer to comply with the applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall also constitute a breach of his labor agreement.

Annuity - The local areas shall receive the following annuity when work is performed:

- IBEW Local Union 32 = \$4.40 Local 32 Annuity
- IBEW Local Union 82 = \$4.40 Local 82 Annuity
- IBEW Local Union 212 = \$2.00 NEAP
- IBEW Local Union 212 = \$2.40 Local Pension
- IBEW Local Union 648 = \$4.40 Local 648 Annuity

**ARTICLE XIX
SURETY BOND**

All payments provided for in Article VIII, IX, X, XVII, XVIII, XX, XXI, XXII, XXIII, XXIV, are due and payable on the 15th of the month following the month for which remittances are made.

Each and every Employer, in order to be recognized under this Agreement, agrees to deposit a Surety Bond with referring Local Union in the amount listed below or under the current referring local unions requirements per their inside agreement.

\$10,000	1 – 3 Employees
\$20,000	4 – 8 Employees
\$50,000	9 – 18 Employees

\$50,000 plus (+) an additional \$2,500 for each employee after eighteen (18).

for the purpose of guaranteeing that the employees covered by this contract who are employed by each recognized Employer respectively, shall receive full payment of all Fringe Benefit items and contributions due them under this Collective Bargaining Agreement.

The condition of the Surety Bond shall be that in the event the Employer is finally determined to have violated the said Fringe Lien Articles of this Agreement in any material way, then said Surety Bond shall be forfeited to the extent of the default plus allowable costs.

The determination of the above referred to, shall be made, after a full hearing, by the Labor-Management Committee. The Labor-Management Committee shall have full power to determine the amount of money due, if any, and shall direct payment out of said Surety Bond the amount determined.

It shall be the duty of the referring Local Union to update all contractors as to the amount of their bond according to the number of employees.

The bond shall provide that it may not be canceled by either the Employer or the insurance carrier without prior notice to the Labor-Management Committee. Proof of the execution of the bond, in the form of an affidavit executed by the insurance carrier, shall be furnished to the Labor-Management Committee. Such affidavit shall show on its face that it may not be canceled by the insurance carrier or the Employer without prior notice to the Labor-Management Committee.

The aforesaid bond shall be executed for a period of time to conform to the time limitations set forth in this Agreement, and shall be renewed as provided for in subsequent agreements; provided however, that in the event no agreement is reached when this Agreement or Amendments thereto terminate, such bond shall be continued in effect by the employer for three (3) months following such termination.

However, notwithstanding anything herein to the contrary, it is understood and agreed that should a breach of this obligation be made by the principal hereof, notice shall be given the Surety, of such breach of the Obligee, not later than fifteen (15) days after such breach. It is further agreed that the Surety may, if it so elects, cancel this bond by giving thirty (30) days notice, in writing, to the Obligee, and this bond shall be deemed canceled at the expiration of said thirty (30) days; provided however, that such cancellation not relieve the Surety of any liability which shall have accrued prior to the effective date of the cancellation.

Any Employer who is found to be delinquent in his payments with reference to wages or contributions into the various funds as provided for heretofore, may suffer a work stoppage which will not be a violation of this Agreement, or the cancellation of this Agreement, after the Employer has been sent one warning notice in writing.

ARTICLE XX EMPLOYMENT REFERRAL PROCEDURE

1. 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 the 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.
2. The Union shall be the sole and exclusive source of referral of applicants for employment.
3. The Employer shall have the right to reject any, applicant for employment.
4. 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, by-laws, 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.
5. The Union shall maintain a register of applicants for employment established on the basis of Classifications and Groups listed in this Agreement. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

Journeyman Installer Technician

Group I

All applicants for employment who have three or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Installer Technician examination given by a duly constituted Local Union of the IBEW or have been certified as a Journeyman Installer Technician by any Joint Apprenticeship and Training Committee and who have been employed in the trade for a period of at least one year in the last three years in the geographic area covered by the Collective Bargaining Agreement.

- Group II All applicants for employment who have three or more years' experience in the trade and who have passed a Journeyman Installer Technician examination given by a duly constituted Local Union of the IBEW.
- 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 in the trade for at least six (6) months in the last three years in the geographic area covered by the Collective Bargaining Agreement.
- Group IV All applicants for employment who have worked at the trade for more than one (1) year.

6. If the registration list in a given classification is exhausted and the Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturday, 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 "probationary employees" until 90 calendar days from date of hire.

7. The Employer shall notify the Business Manager promptly of the names and social security numbers of such "probationary employees" within two (2) days of the date of hire and these "probationary employees" shall be evaluated by the Organizing Committee for placement. Any required training responsibility would go to the JATC or its properly established subcommittee.

8. "Resident" means a person who has maintained his permanent home in a geographical area as defined in Section 17 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.

9. The union shall maintain an, out of Work List" which shall list the applicants within each Group in chronological order of the date they register their availability for employment.

10. 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.

11. 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 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 the Group IV. Any applicant who is rejected by the Employer shall be referred to other employment in accordance with the position of his Group and his place within the Group.

12. 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 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 based on age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

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

14. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant or employment arising out of the administration by the Local Union of Sections 4 through 14 of this Article. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

15. A representative of the Employer or of the NECA Chapter, 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.

16. 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.

17. Normal Construction Labor Market is defined to mean the geographical area set forth below: "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.

AS PER LOCAL #32

Allen, Auglaize, Hardin, Logan, Mercer, Shelby, Wynadot counties and the Townships of Crawford, Jackson, Marselles, Miffen, Ridgeland, Ridge and Salem.

AS PER LOCAL #82

Montgomery, Greene, Clinton, Miami, Darke, Preble counties and the Townships Of Wayne, Clearcreek, and Franklin in Warren County.

AS PER LOCAL #212

The following counties, State of Ohio- Brown, Clermont, and Hamilton

The following counties, State of Kentucky- Boone, Bracken, Campbell, Gallatin, Grant, Kenton, And Pendleton

The following counties, State of Indiana- Dearborn, Ohio, Switzerland

AS PER LOCAL #648

All of Butler County and Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union and Washington Townships in Warren County in the State of Ohio

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis Bacon Act to which the Agreement applies.

18.(a) Working Dues Check-Off – The Employer agrees to deduct and forward to the Financial Secretary of the jurisdiction where the work is being performed– 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 site Local Union By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

18.(b) The employer shall remit these deductions from his employees to the Financial Secretary of the site Local Union, against his receipts in the name of the Local Union on the same time basis as NEBF payments are outlined in this Agreement.

WORKER RECALL

An employer shall have the right to recall for employment any former employee that the employer has laid off, provided that:

- A. The former employee is in the highest level Group on the referral list contained in this agreement containing applicants available for work, regardless of the individual's position on the list;
- B. The recall is made within 180 days from the time of layoff; The former employee has not quit his most recent employer under this agreement within the four weeks prior to the recall request.

ARTICLE XXI
TELECOMMUNICATIONS INSTALLER/TECHNICIAN APPRENTICESHIP
And TRAINING

The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Telecommunications Installer/Technician Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC and thereafter submitted to the appropriate Registration Agency

The JATC shall be responsible for all training The JATC however may elect to establish a subcommittee consisting of two to four members appointed by the IBEW Local Union, and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Telecommunications Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee shall include: interviewing, ranking and selecting applicants, and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

Where the JATC elects to establish a subcommittee an equal number of members (two, three, or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union All such appointments shall be in writing designating the beginning and the termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

Subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign All appointments made to fill unexpired terms shall likewise be in writing.

The subcommittee, where one is established by 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, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be considered confidential and shall be regarded as the property of the JATC and its subcommittee where a subcommittee is properly established.

The subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Local Labor Management Committee for resolution

Though the JATC may elect to establish subcommittees there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly

appointed members of the JATC shall serve as trustees to the JATC trust.

All apprentices shall enter the program through the JATC or its subcommittee as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

The JATC or its subcommittee shall be responsible for the assignment, or reassignment of all Telecommunications Installer/Technician apprentices. All such job training assignments or reassignments shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job-training assignments. The JATC, or its subcommittee, shall have the authority to transfer any apprentice, as it deems necessary or appropriate.

The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, unless the individual has properly reapplied for the apprenticeship program and been selected. The individual shall not be permitted to be classified as an Installer/Technician, or provided any other classification under this agreement, until two years after they should have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of one apprentice to one Telecommunication Installer/Technician, or Technician level employee on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures in order to provide an adequate number of apprentices to meet the one-to-one ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten (10) working days the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Each apprentice shall be required to satisfactorily complete the four-year course of study provided by the Electrical Training Alliance as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than four years of related training. The four year requirement will begin with the class due to graduate in 2022.

The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Telecommunications Installer/Technician Apprenticeship and Training Standards.

The apprentice is to be under the supervision of an Installer/Technician level employee. In no case shall an apprentice supervise other workers. The first employee on the job shall be an Installer / Technician level employee. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. Installer/Technicians and Technicians are not required to

constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Installer/Technician Technician, is required to leave or is absent from the job.

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

Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the Electrical Training Alliance. The JATC shall encourage the apprentice to seek college credit through the Electrical Training Alliance. The JATC may also require the apprentice to acquire any appropriate license required for Installer/Technicians to work in the jurisdiction covered by this agreement.

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 1.9% percent of the gross monthly labor payroll. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE XXII ADMINISTRATION FUND

Western Ohio Electrical Contractors Administration Fund - (WOECAF), Cincinnati Electrical Contractors Administration Fund (CECAF)

Each Contractor covered by this agreement shall contribute to the WOECAF and CECAF twelve cents (\$.12) per hour for all hours worked in the appropriate chapter.

The fund shall be administered solely by the Associations and all collections of the WOECAF and CECAF Administration Funds shall be the responsibility of the Associations. This fund shall be utilized to pay for management's cost of the Labor Contract Administration and other administrative functions and expenses required of management, including service on the fringe benefits and related funds.

ARTICLE XXIII LABOR MANAGEMENT COOPERATION COMMITTEE

Section 23.01. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section (b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this fund include the following:

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

SECTION 23.02. The Fund shall function in accordance with, and as provided in, it's 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 23.03. Each employer shall contribute ten (\$.10) per clock hour for all journeymen and apprentices above the 2nd period working under this agreement. Payment shall be forwarded monthly, in a form and manner prescribed by the trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Western Ohio and Cincinnati Chapters, NECA, or its designee, shall be the collection agent for this fund.

SECTION 23.04. 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 cost of collecting the payment together with attorneys' fees.

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

Section 24.01. 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.


CODE OF EXCELLENCE


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 XXV
EFFECTIVE DATES**

This Supplement and accompanying Addendum shall take effect November 28, 2022 and shall remain in effect through November 30, 2025 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter unless changed or terminated in the way provided in Article II of the National Teledata Agreement.

Signed



NECA


NECA

Signed



IBEW

IBEW

IBEW

IBEW

MEMORANDUM OF UNDERSTANDING

The following Memorandum of Understanding by and between the Western Ohio and Cincinnati NECA Chapters and the International Brotherhood of Electrical Workers, Local Unions #32, #82 #212 and #648 shall apply to the Tele-data Agreement effective November 28, 2022 and expire on November 30, 2025

One (1) Apprentice must be employed before the first Cable Puller.

Cable pullers will be allowed on jobs with a ratio of one (1) Journeyman Technician A or Journeyman Technician B or Journeyman Technician to two (2) Apprentices to four (4) Cable Pullers.

Cable Pullers are for the installation of cable from one termination point to another and the installation of mechanical J-hooks and bridal rings.

Cable Puller wages shall be paid 50% of Journeyman Technician "A" wages.
Cable Pullers shall receive a \$0.25 NEAP/Annuity Contribution

Cable Puller to have set term of employment – maximum to be one thousand eight hundred (1,800) hours, at which time employee is advanced to Apprenticeship 1 wage (first period apprentice pay scale).

Cable Puller

Group I

All applicants for employment who have experience in the trade, are Residents of the geographical area constituting the normal construction labor market, have the necessary qualifications pertaining to their classification and who have been employed in the normal construction labor market area for a period of at least one (1) year in the last three (3) years in the geographical area covered by the collective bargaining agreement

Group II

An applicant for employment who has one or more years' experience in the trade,

Group III

All applicants for employment who have experience in the trade, are residents of the normal construction labor market area and who have been employed in the normal construction labor market area for at least six (6) months in the last two (2) years in the trade in the geographical area covered by the collective bargaining agreement

Group IV

All other applicants for employment

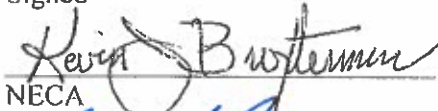
Cable Pullers:

Electricians Scissors & Pouch	4" Screw Driver (Phillips & Straight Head)
Flashlight	Channel Lock, Slip Joint, Utility
8" Adjustable Wrench	Tool Pouch or Bag
25' Tape	

EXECUTION

In witness whereof, the Parties hereunto have executed this Memorandum of Understanding on the 28th day of November 2022

Signed


NECA


NECA

Signed


IBEW

IBEW

IBEW

IBEW

MEMORANDUM OF UNDERSTANDING
Cable Puller (CP) & Non-BICSI Installer (NBI)

The following Memorandum of Understanding by and between the Western Ohio and Cincinnati NECA Chapters and the International Brotherhood of Electrical Workers, Local Unions #32, #82, #212 and #648 and shall apply to the Tele-data Agreement effective November 28, 2022 and shall expire November 30, 2025.

GROUP I

All applicants for employment who have experience in the trade; are residents of the geographical area constituting the normal construction labor market; have the necessary qualifications pertaining to their classification and who have been employed in the normal construction labor market area for a period of at least one (1) year in the last three (3) years in the geographical area covered by the Collective Bargaining Agreement.

GROUP II

An applicant for employment who has one (1) or more years' experience in the trade.

GROUP III

All applicants for employment who have experience in the trade; are residents of the normal construction labor market area and who have been employed in the normal construction labor market area for at least six (6) months in the last two (2) years in the trade in the geographical area covered by the Collective Bargaining Agreement.

Cable Pullers are for the installation of cable from one termination point to another, to install bridal rings and j-hooks.

A ratio for Technician's to Cable Puller ("CP") or Non-BICSI Installers ("NBI") will allow for the following: [1] Technician to [2] Other classification(s)

Wages to be based upon Technician "A" wages, Cable Pullers 50%, NBI Installer 65%.

Cable Pullers shall receive a \$0.25 NEAP/Annuity contribution.

CP's and NBI's shall be eligible for further advancement via acceptance into the apprentice program. No reduction in hourly pay rate would occur for this reclassification until apprentice pay rates exceed current pay.

Health & Welfare:

A single person Health & Welfare contribution will be provided with optional employee funded family plan for both CP and NBI paid for by the employer.

Cable Puller (CP) & Non-BICSI Installer (NBI)

Program Requirement:

Contractor recommendation and referrals may be made to Membership Development Department for both CP's and NBI's. NBI's will be required to have three (3) Years of documented industry experience before being eligible for referral by the site IBEW Local Union.

CP's and NBI's may only be referred if/when all available apprentices are employed. An employer shall not add NBI's to their workforce if any VDV apprentices are on the available for work list in the site Local jurisdiction where the project is located.


Mandatory education for both classifications include: Code of Excellence, OSHA 10, First Aid, CPR, Drug Free Workplace, Introduction to the IBEW and Union Orientation. Both classifications must become IBEW members as per each referring Local Union policies.


The individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the CP's and NBI's covered under the terms of this MOU.

The Employer agrees to pay into the Retirement Program (Annuity) \$1.00 per each hour worked on top of wages for all NBI's covered under the terms of this MOU.

EXECUTION

In witness whereof, the Parties hereunto have executed this Memorandum of Understanding on the 28th day of November 2022

Signed


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MEMORANDUM OF UNDERSTANDING
PROCEDURE FOR COLLECTION OF DELINQUENT FRINGE BENEFITS

The following Memorandum of Understanding by and between the Western Ohio and Cincinnati NECA Chapters and the International Brotherhood of Electrical Workers, Local Unions #32, #82, #212 and #648 and shall apply to the Tele-data Agreement effective November 28, 2022 and shall expire November 30, 2025.

1. All payments provided for in the Articles VIII, IX, X, XVII, XVIII, XX, XXI, XXII, XXIII and XXIV are due and payable by the 15th of the month following the month for which remittances are made. If employer remittance and reports are not received or postmarked by the 22nd of the month due, or the next regular business day if the 22nd falls on a Saturday or Sunday, there could be a liquidated damages assessed against the employer in the following manner:

A late fee of \$100.00 plus an additional 2% of the remittance due will be assessed to cover legal fees, administrative action, interruption of office procedures, and sundry expenses. All fees collected will be used to offset administrative expenses of the fringe benefit funds.

2. If payment is not made by the 30th day of the month, the Union shall request a Labor management meeting within three (3) days and notify the delinquent Employer and the Bonding Company of the date and time of his hearing with the Labor Management Committee.
3. If the Employer is found guilty of default and thereby violated the labor agreement, the case is referred to an attorney for collection through Article XIX of the labor agreement, and/or litigation. The Local Union shall have the option of enforcing Article XIX of the labor agreement.
4. If found guilty, the delinquent Employer's case will be referred to the Union Executive Board for review of possible contract termination. Contract termination by the Local Union must first have approval of the International President.

PROCEDURE FOR COLLECTION OF DELINQUENT FRINGE BENEFITS

EXECUTION

In witness whereof, the Parties hereunto have executed this Memorandum of Understanding on the 28th day of November 2022.

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MEMORANDUM OF UNDERSTANDING


The following Memorandum of Understanding by and between the Western Ohio and Cincinnati NECA Chapters and the International Brotherhood of Electrical Workers, Local Unions #32, #82 #212 and #648 and shall apply to the Tele-data Agreement effective November 28, 2022 and shall expire November 30, 2025

Local 82's drug policy and all MOU'S related to the Drug Policy will be adopted under this agreement for all jurisdictions.

EXECUTION

In witness whereof, the Parties hereunto have executed this Memorandum of Understanding on the 28th day of November 2022

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MEMORANDUM OF UNDERSTANDING
(Supplemental EAP Provisions of Alcohol and Substance Abuse Program)

The following Memorandum of Understanding by and between the Western Ohio and Cincinnati NECA Chapters and the International Brotherhood of Electrical Workers, Local Unions #32, #82 #212 and #648 and shall apply to the Tele-data Agreement effective November 28, 2022 and shall expire November 30, 2025

Consistent with the terms of the Alcohol and Substance Abuse Policy, all Employees are entitled to Employee Assistance under Section 1, Statement of Policy.

To establish consistency in the referral process, the union and the association agree that referrals to qualified providers will be administered by the existing EAP Providers for the IBEW Local #82 Health Plan.


If the employee is covered by health insurance under the EAP, services can be rendered through the above agency. If not, the agency will see that the person is referred to an appropriate agency in the geographic area covered by this agreement.

It is understood and agreed that this Memorandum of Understanding shall be effective only for the duration of the current collective bargaining agreement between the union and the association, unless terminated at an earlier date by mutual consent of the parties.

EXECUTION

In witness whereof, the Parties hereunto have executed this Memorandum of Understanding on the 28th day of November 2022

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**MEMORANDUM OF UNDERSTANDING
(Training Provisions of Alcohol and Substance Abuse Program)**

The following Memorandum of Understanding by and between the Western Ohio and Cincinnati NECA Chapters and the International Brotherhood of Electrical Workers, Local Unions #32, #82 #212 and #648 and shall apply to the Tele-data Agreement effective November 28, 2022 and shall expire November 30, 2025.

Consistent with the terms of the Alcohol and Substance Abuse Policy, all Employees must receive education on the dangers of substance abuse and the operation of the Drug Free Workplace Program. The initial training sessions are to be held at the IBEW Local 82 Union Hall from 3:30 p.m. to 5:30 p.m. on dates selected by the Union and Association.

It is the responsibility of each Contractor to ensure Employees are released from their worksites with sufficient time to report to the Hall by 3:30 p.m. on the day of their scheduled training. From their time of release until 3:30 p.m., Employees will receive the wage and fringe package guaranteed by the Collective Bargaining Agreement. All Employees who attend and successfully complete the two (2) hour training session (including supervisors) shall receive a \$30 award from their Employers.

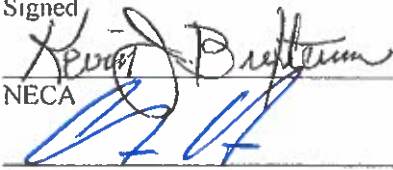
Supervisors must attend the basic training session described above, but will also be required to complete a specialized four (4) hour block of instruction emphasizing the role of the supervisor in administering the program. These specialized sessions will be held at a time and location to be determined. Supervisors will be paid their wages and benefits as set forth in the Collective Bargaining Agreement for the first two (2) hours of this advanced training. Employers shall also provide a \$30 award to supervisors for the successful completion of the remaining two (2) hours of the specialized training.

Alcohol and Substance Abuse Training can be accomplished on Company time and the \$30 award will not be applicable.

It is understood and agreed that this Memorandum of Understanding shall be effective only for the duration of the current collective bargaining agreement between the union and the association, unless terminated at an earlier date by mutual consent of the parties.

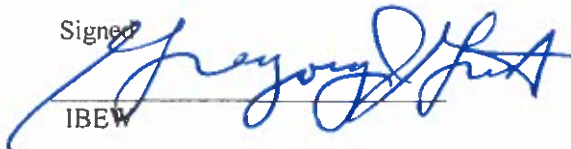
EXECUTION

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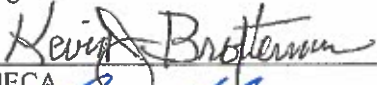
MEMORANDUM OF UNDERSTANDING


The following Memorandum of Understanding by and between the Western Ohio and Cincinnati NECA Chapters and the International Brotherhood of Electrical Workers, Local Unions #32, #82 #212 and #648 and shall apply to the Tele-data Agreement effective November 28, 2022 and shall expire November 30, 2025.

Article I, Section 2.16 Subcontracting clause of the National Teledata Agreement shall be suspended. This shall not be interpreted to arbitrarily allow work to be subcontracted. Employers shall make every reasonable attempt to self perform the work covered by this agreement or to use signatory contractors where possible.


EXECUTION

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MEMORANDUM OF UNDERSTANDING
(Alcohol Misuse and Reasonable Suspicion Testing)


The following Memorandum of Understanding by and between the Western Ohio and Cincinnati NECA Chapters and the International Brotherhood of Electrical Workers, Local Unions #32, #82, #212 and #648 and shall apply to the Tele-data Agreement effective November 28, 2022 and shall expire November 30, 2025.

Consistent with the terms of the Ohio BWC Drug-Free Workplace Program and the Local Area wide Substance Abuse Testing Policy negotiated by the IBEW and NECA on a national basis, the parties agree an employee will not be referred for a Reasonable Suspicion Drug/Alcohol Test solely as a result of an off-duty alcohol related offense or incident. The phrase "misusing alcohol" found under the explanation of Reasonable Suspicion Screening on pages seven (7) and eight (8) of the Alcohol and Substance Abuse Policy, shall mean the misuse of alcohol by an employee during working hours.


EXECUTION

In witness whereof, the Parties hereunto have executed this Memorandum of Understanding on the 28th day of November 2022

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MEMORANDUM OF UNDERSTANDING
(Organizing, Transfers & Certification)

The following Memorandum of Understanding by and between the Western Ohio and Cincinnati NECA Chapters and the International Brotherhood of Electrical Workers, Local Unions #32, #82, #212 and #648 and shall apply to the Tele-data Agreement effective November 28, 2022 and shall expire November 30, 2025.

To facilitate transferring members from other IBEW Locals and new members as a result of organizing and/or applications from Non-Union and CWA Contractors, (all referred to from this point as the "Candidate") to Locals 32, 82, 212 and 648, the following procedures and rules will apply.

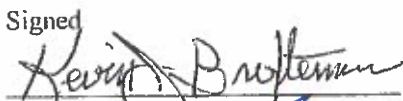
The candidate must have a minimum of three (3) years documented experience in the Information Transport System Industry (Low Voltage Voice/Data/Video). If the candidate has the required Certifications and Experience, detailed in Article IV Wages and meets all requirements of the Local, that candidate can be referred at the appropriate JIT Classification.

If the Candidate has a minimum of three (3) years documented experience in the Information Transport System Industry (Low Voltage Voice/Data/Video), but does not have the required BICSI Certifications, the candidate can be referred, on a Probationary Status, to the contractor at the Journey Installer / Technician wage.

JIT level "A" or "B" must maintain the designated BICSI Level certification to maintain wage classification. If they fail to maintain proper level of certification, the JIT will have six (6) months from the date their certification expiration to re-test and renew BICSI classification to maintain pay classification. Failure to re-test and renew BICSI certification will result in an immediate reduction to JIT wages, until proper BICSI certification is secured.


EXECUTION

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MEMORANDUM OF UNDERSTANDING


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Work Preservation shall be removed where stated in this agreement in the jurisdiction of Local 82.

EXECUTION

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MEMORANDUM OF UNDERSTANDING


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The parties' signatory to this agreement shall come together and work toward providing alternative health and welfare benefits to reduce cost and allow the industry to maintain a competitive wage package. Methods explored will include tiered plans to match beneficiaries and others.

Recommendations of a committee selected by those party to this agreement shall work toward and act on an alternative plan.


EXECUTION

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MEMORANDUM OF UNDERSTANDING


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Wage increases will be allocated by each individual Local Union. When an employee is working within the corridor but outside of their home local jurisdiction, the applicable Local fringe benefit funds and hourly wage will be paid according to the Local Union that the employee is referred from.

EXECUTION

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