

**INSIDE COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**I.B.E.W. LOCAL UNION NO. 968
PARKERSBURG, WV**

AND

**WV-OHIO VALLEY CHAPTER, NECA,
PARKERSBURG DIVISION**

EFFECTIVE

JUNE 1, 2018 - MAY 31, 2021

AGREEMENT

Agreement by and between the West Virginia-Ohio Valley Chapter, National Electrical Contractors Association, Parkersburg Division and Local Union No. 968, IBEW.

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

As used hereinafter in this Agreement, the term "Chapter" shall mean the West Virginia-Ohio Valley Chapter, National Electrical Contractors Association, Parkersburg Division and the term "Union" shall mean Local Union No. 968, IBEW.

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

BASIC PRINCIPLES

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

ARTICLE I **EFFECTIVE DATE - TERMINATION** **AMENDMENTS - DISPUTES**

SECTION 1.01. Effective Date

This Agreement shall take effect June 1, 2018, and shall remain in effect through May 31, 2021, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

SECTION 1.02. Withdraw/Change/or Terminate Agreement

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

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

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

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

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

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

SECTION 1.03. Change or Supplement by Mutual Consent

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

SECTION 1.04. No Strike or Lockout

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

SECTION 1.05. Labor Management Committee

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

SECTION 1.06. Grievances or Disputes

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

SECTION 1.07. Majority Vote

All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

SECTION 1.08. Council on Industrial Relations

Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

SECTION 1.09. Provisions and Conditions Prevail till Ruling

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

SECTION 1.10. Any Grievance not brought to the attention of responsible opposite parties to this Agreement in writing within 14 working days of its occurrence shall be deemed to no longer exist.

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

SECTION 2.01. Restrictions on Contracting

No member of Local Union No. 968 while he remains a member of such Local Union and subject to employment by Employers operating under this Agreement shall himself become a contractor for the performance of any electrical work.

SECTION 2.02. Favored Nations

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

SECTION 2.03. Condition of Employment

All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment after the eighth (8th) day following the beginning of employment, or the effective date of the Agreement, whichever is later. Any such workmen shall receive at least the minimum wages and work under the terms

and conditions of this Agreement. “Note...This clause is not applicable where prohibited by law.”

SECTION 2.04. Employer’s Qualifications

Certain qualifications, knowledge, experience and financial responsibility is required of everyone desiring to be an Employer in the electrical industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, suitable financial status to meet payroll requirements and employing not less than one Inside journeyman wireman.

Not more than two owners of the firm shall be permitted to perform work under the terms of this Agreement and only if they are qualified for Group I or Group II in Article V.

SECTION 2.05. Worker’s Compensation Insurance

For all employees covered by this Agreement the Employer shall carry Worker's Compensation Insurance with a Company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of this State, and shall furnish satisfactory proof of such to the West Virginia Unemployment Compensation Commission, and shall carry all necessary protection for liability and property damage on jobs. This proof shall be deposited with the Local Union before commencing a job and each calendar quarter thereafter.

SECTION 2.06. Union Right to Discipline

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

SECTION 2.07. Assist Other Unions by Removal of Members

This Agreement does not deny the right of the Union or its representatives to render assistance to other Labor Organizations by removal of its members from jobs when 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.

SECTION 2.08. Removal Procedure

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

SECTION 2.09. Cancellation of Agreement

The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Section 10 of this Article,

will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

SECTION 2.10. Subletting, Assigning, or Transfer of Work

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

SECTION 2.11. Charges of Violations

All charges of violations of Section 2.10 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

SECTION 2.12. NEBF

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to 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 provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

SECTION 2.13. Promote IBEW

The policy of the members of the local union is to promote the use of material and equipment manufactured, processed, and repaired under economically sound wage, hour, and working conditions by their fellow members of the International Brotherhood of Electrical Workers, and purchased by their Employer. The Employer shall utilize such material and equipment whenever possible.

SECTION 2.14. National Electrical Industry Fund (NEIF)

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.

SECTION 2.15. Management Rights.

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

SECTION 2.16. Illegal Provision

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions, which are in conformity with the applicable laws.

SECTION 2.17. Employee Portability

An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that

Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement for the handling of grievances with the exception that any decisions of a local labor-management committee that may be contrary to the intent of the parties of the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

SECTION 2.18. Pre-Job Conference

Employers and the Local Union shall hold pre-job conferences when either party requests such. Every effort will be made to hold such conferences well in advance of actual work performance. These conferences may be held by telephone.

SECTION 2.19. Davis Bacon Prevailing Wage Forms

The Union will provide the Employer with Davis Bacon Act Prevailing Wage determination forms. The Employer will complete and return said forms within two weeks.

SECTION 2.20. Union as Exclusive Collective Bargaining Agent

The Employer agrees that, if it has not previously done so, it will recognize the Union as the exclusive collective bargaining agent for all employees performing electrical work within the jurisdiction of the Union on all present and future jobsites, if and when a majority of the Employer's employees authorizes the Union to represent them in collective bargaining.

SECTION 2.21. Work Preservation

(a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, 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 on-site construction work of the type covered by this Agreement, 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, partners, or stockholders, exercises either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

(b). As a remedy for violations of this Section, the Labor-Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry, and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages

lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

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

SECTION 2.22. Foreman Call by Name

The Employer shall have the right to call foreman 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 500 hours or must receive a reduction in force.

SECTION 2.23 Electronic Benefit Reporting For all Fund contributions required under this agreement, the Chapter may require all Employers to utilize an electronic benefit reporting system, which may be selected by the Association. In addition, the Association may require the payment of all fund contributions recognized under this Agreement, to be paid via electronic transfer (ETF).

ARTICLE III

HOURS, WAGE PAYMENTS, WORKING CONDITIONS, APPRENTICES

SECTION 3.01. Hours

(a). Eight (8) hours' work between the hours of 7:00 a.m. and 5:00 p.m. Eastern Standard Time or the prevailing time in Parkersburg, West Virginia, with thirty (30) minutes for a lunch period shall constitute a workday. Any proposed changes to starting or quitting time shall be submitted to the Labor-Management Committee and may be changed according to their decision. Forty hours within five (5) such work days, Monday through Friday, inclusive, shall constitute a workweek. In the event that a workman is directed by his immediate supervisor to continue work through the designated lunch period of 12:00 to 12:30 p.m., he shall be paid applicable overtime rate for that period.

(b). The Employer may change the workweek from five days at eight hours per day to four consecutive days at ten hours per day and back again provided the Union is given a minimum of five calendar days written notice of such change and such change shall begin on Monday (or Tuesday if the work week is Tuesday through Friday).

When working four days at ten hours per day the hours of work shall be between 6:30 a.m. and 6:30 p.m.

Ten (10) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Thursday, or Tuesday through Friday, inclusive shall constitute a week's work. The regular starting time shall be seven (7:00) o'clock a.m. and the regular quitting time shall be five-thirty (5:30) o'clock p.m.; lunch shall be twelve (12:00) o'clock noon to twelve-thirty (12:30) o'clock p.m.

When shifts are required, the first shift shall work ten (10) hours at the regular straight-time rate. The second shift shall work ten- (10) hours' at the regular hourly rate plus 10% for all hours worked.

All time worked before and after the established workday of ten (10) hours shall be paid at the applicable overtime rate. When the workweek is Monday through Thursday all time worked on Friday shall be paid at the applicable overtime rate.

When the workweek is Tuesday through Friday all time worked on Monday shall be paid at the applicable overtime rate.

By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. The standard workday of ten (10) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

This section may be modified to meet specific job conditions by mutual agreement between the parties to this agreement.

SECTION 3.02. Shift Work

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

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

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 10% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 15% for all hours worked

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

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

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

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

SECTION 3.03. Rejected Applicants for Employment

When an applicant for employment is referred to an Employer and is rejected for employment, such applicant shall be reimbursed for expenses incurred in reporting to said Employer in an amount equal to four (4) times the base hourly prevailing rate as provided for in this Agreement.

SECTION 3.04. Overtime and Holidays

The first four (4) hours after the established workday of eight (8) hours' Monday through Friday, and the first twelve (12) hours' worked on Saturday shall be paid for at the rate of time and one-half. Work after the 12th hour on Monday through Friday, and the first twelve (12) hours on Saturday, Sunday and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day, or days celebrated as such shall be paid for at double the regular straight time rate of pay. *On **industrial jobs** double time will be paid after the 10th hour Monday thru Saturday, Sunday and the above listed holidays.* If any of the above listed holidays falls on Sunday, the following Monday shall be observed as the holiday. If any of the above listed holiday's falls on Saturday, the preceding Friday will be observed as the holiday. Upon prior notice to the Employer, no workmen shall be penalized for their beliefs in observing any holiday as recognized by the United States government.

In the event a workman starts working on a premium rate of pay other than starting a workday, he shall remain on the premium rate as long as the emergency exists. However,

employees once having worked 24 consecutive hours shall then be required to take at least 8 hours off. Pre-scheduled work of any nature shall be paid for at the prevailing rate.

All employees shall receive a one-half (1/2) hour meal break at the applicable overtime rate after ten (10) hours of work beginning with the eleventh (11th) hour of the shift and every four (4) hours thereafter. When employees are required to work through a paid meal break, one-half (1/2) hour at the applicable overtime rate shall be added to the actual hours worked at the completion of the shift.

SECTION 3.05. Labor Day

No work shall be performed on Labor Day except in case of emergency and then only after the Business Manager of the Union grants permission.

SECTION 3.06. Wages

The minimum rate of wages shall be:

JOURNEYMAN WIREMAN

EFFECTIVE	June 1, 2018	\$33.79
EFFECTIVE	June 1, 2019	\$TBD
EFFECTIVE	June 1, 2020	\$TBD

***TO BE DETERMINED**, Increase of \$1.13 effective June 1, 2018, \$1.18 effective June 1, 2019, and \$1.19 effective June 1, 2020 will be divided between wages and fringes as the union decides.

Foreman	10% above Journeyman Rate
Assistant General Foreman	20% above Journeyman Rate
General Foreman up to 101 men	30% above Journeyman Rate
General Foreman over 101 men	30% above Journeyman Rate plus \$.15 per hour

HIGH TIME..... (Section 3.32)

NOTE:

- 4th District IBEW & WV-OH Supplemental Health Funds.....(Section 3.35)
- Vacation..... (Section 3.39)
- Pension.....(Section 3.40)

Journeyman Wireman who are designated by the Employer to regularly perform sketch work, takeoff work or material expediting on the job site, shall be paid Foreman's rate of pay.

APPRENTICES

- 1st period 45% of Journeyman's rate of pay*
- 2nd period 45% of Journeyman's rate of pay*

3rd period 60% of Journeyman's rate of pay*

4th period 70% of Journeyman's rate of pay*

5th period 80% of Journeyman's rate of pay*

6th period 90% of Journeyman's rate of pay*

*** Effective June 1, 2003, Vacation and Pension contributions for apprentices beginning with the 3rd period will be paid at the corresponding percentage rate of the apprentice. This rate will apply only to those apprentices indentured on or after June 1, 2003.**

At no time shall overtime be figured on less than a full half-hour basis for payroll purposes. Prevailing rate shall start when employee reports to work for that workday.

SECTION 3.07. Wages Paid Weekly

(a). Wages shall be paid weekly by cash or check during working hours on Wednesday and not more than three (3) regular workdays withheld at any time. When a holiday recognized under this contract falls on a Monday or Tuesday, the Employer shall have the right to pay during work hours on Thursday. In the event that an Employer once defaults in payment by check, he shall then be required to pay by certified check or cash. Any workman paid off or discharged by the Employer shall be paid all his wages immediately. In the event he is not paid off, waiting time at the regular rate shall be charged until payment is made.

A workman who does not receive his weekly pay prior to the end of the shift on the regular scheduled payday shall be entitled to receive two (2) hours pay at the straight-time rate. If the weekly pay is not received by the end of the shift on Thursday, the workman shall be entitled to an additional four (4) hours pay each day thereafter. This may be appealed to the Joint Labor Management Committee for circumstances beyond the contractor's control.

Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank(s) or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union. Employees upon adoption will allow Employers 14 days to implement such procedure.

The Employers shall provide weekly check stubs to employees to show the following withholdings and contributions: Social Security, Federal and State Withholding, Vacation, Pension, 4th District IBEW Health Fund, WV-OH Supplemental Health Fund contributions, Union working dues, Credit Union check off and IBEW-COPE check off.

The employer agrees to provide terminated employees with a job separation form stating the reason for separation and a copy will be sent to the Local Union. Job separation forms, which will be provided by the Union or its equivalent, may be used.

(b). Employees may voluntarily allow for their check stub to be sent to them electronically. The employee shall provide the Employer with a valid email address to forward the required information. This manner of notification to the employee may not

be changed except upon 14-day written notification between the employee and the Employer, with notification copied to the Union.

SECTION 3.08. Failure to Remit Monies

Individual Employers who fail to remit monies when due as contributions and/or deductions as defined in Article II, Section 12 (NEBF), Article III, Section 30 (Working Dues), Article III, Section 35 (a) (4th District IBEW Health Fund) (b) WV-OH Supplemental Health Fund, Article III, Section 36 (Credit Union), Article III, Section 39 (Vacation), Article III, Section 40 (Pension), Article III, Section 42 (IBEW-COPE), Article III, Section 43(WV-OH Valley Regional Labor Management Cooperative Committee) (NECA-IBEW National LMCC, WV-OH Regional LMCC), Article III, Section 44 (Administrative Maintenance Fund), and Article IV, Section 16 (Apprenticeship) will be subject to a 1% (one percent) penalty for each day the contribution and/or deductions are delinquent. All penalties assessed are subject to Labor-Management process as defined in Article I.

SECTION 3.09. Foreman, Assistant General Foreman, and General Foreman Chart

On all jobs requiring three (3) or more electrical workers, the Foreman, Assistant General Foreman & General Foreman shall be designated according to the following chart:

NUMBER OF WORKERS			FOREMAN	ASST.GENERAL FOREMAN	GENERAL FOREMAN
3	through	10	1	0	0
11	through	20	1	0	1
21	through	30	3	0	1
31	through	40	4	0	1
41	through	50	5	1	1
51	through	60	6	2	1

When starting the eleventh crew the third assistant general foreman will be added. When starting the sixteenth crew the fourth assistant general foreman will be added. The word "Crew" means a crew of not more than ten (10) men. The general foreman at his own discretion can split up the crews to balance or even up the men under the assistant general foreman. At no time shall there be more than one general foreman on any one shift. When the manpower on a job has one hundred and one (101) men or over the rate of pay for the general foreman shall be increased fifteen cents (\$0.15) per hour.

SECTION 3.09. Duties

(a) Duties of a General Foreman: A General Foreman shall direct work through Foreman or Assistant General Foreman only. He shall see that the Foreman or Assistant General Foreman have the necessary information, blueprints, job schedule, material list, safety rules, tools, material and any special information as to carry out an efficient and workmanlike job. It shall be his responsibility to hold such Foreman's meetings as to

keep peace and harmony among the Foremen under his direction. He shall receive his directions from his immediate superior only and carry out his orders in compliance with the terms of this Agreement. He shall conduct an orderly, neat and efficient job for the best interest of the Employer, Employee and Customer.

(b) Duties of Assistant General Foreman: When job man-power increases to the number of crews for the first Assistant General Foreman to be added, Article III, Section 9, the duties of the Assistant General Foreman will be similar to those of the General Foreman. He will direct the foreman and his immediate superior will be the General Foreman only.

(c) Duties of Foreman: Foreman shall assume the following responsibilities: He shall secure the necessary information, material locations, blueprints, tools, special equipment, job schedule, work hours, safety rules and any other conditions as may help the workmen perform an efficient and workmanlike job in accordance with the terms of the agreement. He shall report to and receive orders from his immediate superior only. He shall either inform the Assistant General Foreman, General Foreman, Superintendent or Employer, according to the size of the job, when unable to report to the job. It shall be his responsibility to see that the workmen's time is correctly reported.

(d). When less than ten (10) Journeymen are employed on a designated job and one is responsible for securing material, prints, installation, and supervision of such job, he shall be paid the Assistant General Foreman's rate of pay. This does not apply when an Employer's representative is on the job or immediately available in the jurisdiction.

SECTION 3.10. Stock Room Attendant

On any job requiring a stock room, the attendant in such stock room shall be workman employed under the terms of this Agreement.

SECTION 3.11. Fifth Journeyman (50) or Older

On all jobs requiring five (5) or more journeymen, at least every fifth journeyman, if available, shall be fifty (50) years of age or older.

SECTION 3.12. Tool List

Journeyman shall provide themselves with at least the following tools:

- | | |
|-----------------------------|----------------------------|
| Tool Box | Side Cutter Pliers |
| Small Screwdriver | Diagonal Pliers |
| Medium Screwdriver | Long Nose Pliers |
| Large Screwdriver | Channel Lock Pliers |
| Medium Phillips Screwdriver | Hammer |
| Small Level | Large Phillips Screwdriver |
| Small Adjustable Wrench | Six-Foot Rule |
| Large Adjustable Wrench | Cold Chisel |
| Pocket Knife | Center Punch |
| Pencil | Hacksaw Frame |

Small Wire Strippers

Contractor to designate one of his employees to inspect employees' toolboxes when reporting on or off job if required by the customer.

SECTION 3.13. Employer's Tool Responsibilities

The Employer shall furnish all other necessary tools or equipment. The Employer shall furnish a U.L. Listed voltage meter rated at 600V minimum. Workmen shall be held responsible for the tools or equipment issued to them, provided the Employer furnishes the necessary lockers, toolboxes, or other safe places for storage. The Employer shall provide the necessary secure toolboxes, lockers, or other safe storage facilities to store personal tools and clothes of the workmen. The Employer shall be required to replace or pay for tools and clothes stolen from such secure storage facilities. In such cases of damage to a workman's tools and clothes by emergency circumstances beyond the workman's control, the Employer shall be required to replace or pay for the damaged tools and clothes. Any disputes arising due to the application of this section shall be subject to the Labor-Management process as defined in Article I.

SECTION 3.14. Work To Be Safe and Workmanlike

Workmen shall install all electrical work in a safe and workmanlike manner in accordance with applicable code and contract specifications.

SECTION 3.15. Improper Workmanship

A journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours unless errors were made by orders of the Employer or the Employer's representative.

Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes the responsibility for the enforcement of this provision.

SECTION 3.16. Union Access

The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

SECTION 3.17. Mileage

If employees are requested by the Employer to report to the shop for assignment and the employee furnishes his own transportation by request of the Employer to travel from shop to job, job to job and job to shop, he shall be paid in accordance with the allowable standard business mileage rate as determined by the Internal Revenue Service. This rate will be adjusted annually to be effective June 1 through May 31 of each year unless change or terminated in the way previously provided herein. If the Employer furnishes the transportation from shop to job, job to job and job to shop, the employee shall be paid the applicable rate of pay on all work performed in the jurisdiction. Employees reporting to the shop for assignment shall not be required to leave the shop before normal starting time and shall return to the shop by normal quitting time. (No workman shall be required to furnish his own automobile unless he consents thereto).

SECTION 3.18. Work Outside Jurisdiction

On work outside the jurisdiction of the Union the Employer shall furnish transportation, board and all other necessary expenses.

SECTION 3.19. Energized Work

On all energized circuits of 440 volts or over, as a safety measure, two or more Journeymen must work together unless the circuit is de-energized, locked out, and tagged.

SECTION 3.20. A workman shall take directions and orders from his Foreman.

SECTION 3.21. Stewards

The Employer recognizes the right of the Union to appoint a Steward at any shop or job where workmen are employed under the terms of this Agreement. Such steward shall be allowed sufficient time during regular working hours to see that the provisions of this Agreement are observed at his shop or on his job. Under no circumstances shall a Steward be discriminated against by any employer because of the faithful performance of his duties as steward. The Business Manager shall be notified prior to discharge or lay-off of Steward.

SECTION 3.22. Incidental Tasks

No Employer, Superintendent, General Foreman, Assistant General Foreman, or Foreman shall be permitted to work with the tools on work covered by the terms of this Agreement, except that to help the flow of productivity, incidental tasks may be performed.

SECTION 3.23. Temporary Power and Light

When there is any temporary light or power used for any purpose prior to the letting of the electrical contract, such temporary power and light shall be installed and maintained by Workman in the employ of an electrical contractor.

When the employer who is awarded the electrical contract starting work on the job and during the time said Employer has electrical workers, workman employed under the terms of this Agreement shall install, maintain, move or remove all temporary and permanent light and power distribution systems during construction. Maintenance shall be defined as upkeep of property and equipment when in use, however, his Employer or Employer's representative shall first authorize employees before performing such work.

Whenever other Building Trades Crafts are performing productive labor and temporary lighting power are being used, workmen employed under the terms of this Agreement shall be utilized to install, maintain, move and remove all such temporary lighting and power when under contract by the customer to perform such work.

SECTION 3.24. Jobs With Ten or More Men

When ten (10) men or more are employed on a job the Business Agent or his representative shall be notified at least the previous day of any reduction in force.

SECTION 3.25. Voluntary Quits

When workmen voluntarily quit, the Employer agrees to place the Employee's paycheck in the mail by the next regular payday.

SECTION 3.26. Working Foreman

Foreman shall be permitted to work with the tools on any job where ten (10) or less men are employed under the terms of this Agreement.

SECTION 3.28. Reporting Time

Any regularly employed workmen reporting for work shall receive two (2) hours' reporting time unless notified not to report for work the previous day.

SECTION 3.29. Time Check System

Workmen under the terms of this Agreement shall not be required to participate in any time check system unless required by the customer or on government projects where federal laws require such.

SECTION 3.30. Working Dues

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union—upon receipt of a voluntary written authorization—the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer. Payment shall be made on or before the 15th day of each month, together with a payroll report form furnished for that purpose.

SECTION 3.31. Physical Exam

Physical examination shall not be used as a condition of employment.

SECTION 3.32. High Pay

High work shall be work seventy-five (75) feet or higher with no floor level. Workmen performing high work shall be paid at the rate of time and one half. A scaffold originating from floor level and complying with the State Code shall not receive high pay.

SECTION 3.33. Hazardous Work

On all jobs where employees covered under the terms of this Agreement are required to work on towers, stacks, or where gas masks are required and there is doubt as to the hazardous nature of the work it shall be referred to the Business Manager of the Local Union and the Manager of NECA for settlement. If agreement is not settled it shall be referred to Labor Management.

SECTION 3.34. Dismissal Procedure

The following procedure shall be used in handling the dismissal of workmen under the terms of this Agreement. In event a workman is found guilty of thievery or possession of alcoholic beverages he shall be dismissed immediately. Chronic absenteeism shall be considered unsatisfactory work as for the interpretation and application of this Section.

In the event a workman's work is not satisfactory his foreman shall so inform him. If requested by the workman, the Steward shall be present. Should his work continue to be unsatisfactory he may be dismissed and the Steward shall be informed prior to the dismissal.

SECTION 3.35. 4th District IBEW Health Fund & Supplemental Health Fund

(a) The employer agrees to pay into the 4th District IBEW Health Fund, seven dollars and fifty-five cents (\$7.55) per hour for each hour worked by all employees covered by this Agreement. Payment shall be made on or before the 15th day of each month, together with a payroll report form furnished for that purpose.

The contribution of the Employer shall be used to provide group life insurance, accidental death and dismemberment insurance, temporary disability insurance, hospital, surgical and medical expense benefits to eligible employees and their families in such form and amount as the Trustees of the 4th District IBEW Health Fund may determine and the organization and administration expense of the Health Fund. The said Health 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 law.

Individual Employers who fail to remit regularly, shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Health Fund.

These transmittals shall be accompanied by a list of the names and social security numbers of those employees for whom such contributions have been made, and the amount contributed for each such employee.

If during the term of this Agreement (June 1, 2018-May 31, 2021) the trustees of the 4th District IBEW Health Fund require an increase/decrease in the contribution rate the parties to this Agreement agree to divide equally the required increase/decrease. Should

the parties to this agreement elect to join another fund and the contribution rate is increased or decreased the parties to this agreement agree to divide equally the increase or decrease in the contribution rate.

WV-OH SUPPLEMENTAL HEALTH FUND

(b) Effective June 1, 2003 the Employer agrees to pay into a Supplemental Health Fund, forty five cents (\$.45) per hour for each hour worked by all employees covered by this Agreement.

The Supplemental Health 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 law

Individual employers who fail to remit regularly, shall be subject to having this agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the WV-OH Supplemental Health Fund.

When any employee covered by this Agreement works a full shift as defined in Article III, Section 2, said employee shall be considered to have worked eight (8) hours as it pertains to this section.

SECTION 3.36. Credit Union

The Employer agrees to deduct from the workman's weekly pay and deposit weekly to the said workman's account in the I.B.E.W. 968 Federal Credit Union, the amount stated to be deducted on a card he has received and said workman has signed. These cards shall be furnished by the Local Union.

These transmittals shall be accompanied by a list of the names and social security numbers of those employees for whom such deductions have been made, and the amount deducted for each such employee. These payments shall be made on or before the fifth working day following the close of the weekly payroll period.

Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the I.B.E.W. 968 Federal Credit Union.

SECTION 3.37. Right to Move, Transfer, or Assign Employees

In order to comply, with existing laws, nothing in this Agreement shall be considered as limiting the right of Employers to move, transfer, or assign employees from his shop to any specific job or from any job to any other job upon which said Employer holds

contract for the performance of electrical work. An employee, once on the Employer's payroll, may be worked by the Employer at any location at his discretion, within the jurisdiction of the Local Union.

SECTION 3.38. Discharge for Just Cause

This does not deny the right of said Contractor-Employer to discharge any employee for just cause, provided the reason is stated on the termination slip.

Any employee terminated shall receive separation notice upon termination. The separation notices utilized shall be provided by the Union, or its equivalent may be used.

SECTION 3.39. Vacation Fund

All Employers subject to and working under the terms of this Agreement shall contribute and forward to the Local Union No. 968, I.B.E.W. Vacation Fund an amount equal to:

Effective June 1, 2018	\$7.03
Effective June 1, 2019	\$TBD
Effective June 1, 2020	\$TBD

per hour for all hours paid to all employed.

Payment shall be made on or before the 15th day of each month, together with a payroll report form furnished for that purpose.

The contribution will be credited to individual employees, subject to the terms of the Vacation Fund. The appropriate overtime rate (time and one-half or double time) shall apply to the payment of this fringe.

These transmittals shall be accompanied by a list of the names and social security numbers of those employees for whom such contributions have been made, and the amount contributed for each such employee.

Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Vacation Fund.

SECTION 3.40. Pension Fund

All Employers subject to and working under the terms of this Agreement shall contribute and forward to the Local Union No. 968, I.B.E.W. Pension Fund an amount equal to:

Effective June 1, 2018	\$7.40
Effective June 1, 2019	\$TBD
Effective June 1, 2020	\$TBD

per hour for all hours paid for all employees.

Payment shall be made on or before the 15th of each month, together with a payroll report form furnished for that purpose.

The contribution will be credited to individual employees, subject to the terms of the Pension Trust Agreement.

The appropriate overtime rate (time and one-half or double time) shall apply to payment of this fringe.

These transmittals shall be accompanied by a list of the names and social security numbers of those employees for whom such contributions have been made, and the amount contributed for each such employee.

Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Pension Fund.

SECTION 3.41. Cancellation Clause

In the event the 4th District IBEW Health Fund, WV-OH Supplemental Health Fund, Vacation Fund and/or Pension Plan is ever negotiated out of this Agreement, the entire hourly amount allotted is to be applied to the hourly wage rate, less administrative fees.

SECTION 3.42. IBEW-COPE

The Employer agrees to deduct and transmit to IBEW-COPE an amount from the weekly wages of each employee who voluntarily authorizes such contribution on the forms provided for that purpose by IBEW-COPE.

These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee. The payments shall be made on or before the 15th of each month.

SECTION 3.43. Labor Management Cooperative Committee/NECA-IBEW National Labor Management Cooperation Fund

Section 3.43(a). The parties agree to participate in a Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

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

Section 3.43(b). The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 3.43(c). Each employer shall contribute four cents (\$0.04) per hour worked under this agreement. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 3.43(d). If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE
(NLMCC)

Section 3.43(e). The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the

Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

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

Section 3.43(f). The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 3.43(g). Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 3.43(h). If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

SECTION 3.44. Administrative Maintenance Fund

Effective June 1, 1995, all employers signatory to this labor agreement with the West Virginia-Ohio Valley Chapter, NECA designated as their collective bargaining agent shall contribute EIGHT CENTS (\$0.08) per hour for each hour worked by each employee covered by this labor agreement to the Administrative Maintenance Fund. This contribution must be made by the 15th of the following month and in the manner specified by the Fund Trustees.

The Fund shall be administered by a Board of Trustees consisting of management, all of whom are appointed by the Chapter. The Fund shall operate in accordance with its Declaration of Trust and any amendments thereto. Among the purposes for which the Fund may expend its revenue would be the administration of the collective bargaining agreement, negotiations, processing of grievances, and all other management duties and responsibilities necessary to administer the agreement.

Failure by any signatory contractor to make the proper contribution is considered a breach of this bargaining agreement. The Fund Trustees will have the sole responsibility of enforcing the delinquency policy. No part of the Funds collected under this Trust shall be used for any purpose, which is held to be in conflict with the interest of the International Brotherhood of Electrical Workers and its local Unions.

SECTION 3.45 IBEW Local Supplemental Unemployment Benefit (SUB) FUND

It is agreed by the parties to establish the IBEW Local Union #968 Supplemental Unemployment Benefit (SUB) Fund, with conditions that will be determined by the IBEW Local #968 Pension Fund Joint Board of Trustees.

SECTION 3.46 Protected Quarters

When workmen must eat their meals on the job, the Employer shall make a reasonable effort to provide for a suitable, protected quarters.

SECTION 3.47 Scope of Work

Workmen under the terms of this agreement are classified to perform but not limited to the following types of work on all electrical systems including fire alarms, HVAC controls, instrumentation, fiber optic, photovoltaic systems, wind and hydro generators, nurse calls, and any and all other types of work which fall under the jurisdiction of the National Electric Code. Workmen under this agreement shall perform the measuring, cutting, bending, threading, assembly and installation of all electrical raceways including underground. Pulling of wire through raceways using the proper equipment. Workmen shall perform the termination of conductors to lighting fixtures, devices, and power equipment under this agreement. The installation of control and distribution apparatus, such as high, medium, and low voltage switches, relays, and circuit breaker panels, fastening in place with screws, bolts, and any other U.L. listed connecting means. The testing, troubleshooting, and repair of electrical systems.

ARTICLE IV

STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE

Section 4.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

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

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

Section 4.02. All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3-year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

Section 4.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 4.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

Section 4.05. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 4.06. To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job-training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job-training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 4.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

Section 4.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 4.09. Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 4.10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

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

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

Section 4.11. The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 4.12. Each job site shall be allowed a ratio of two (2) apprentice(s) for every three (3) Journeyman Wiremen.

Number of Journeymen	Maximum Number of Apprentices/ Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

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

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

Section 4.13. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and

trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 4.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 4.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

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

Section 4.16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship and training trust agreement. The current rate of contribution is:

Effective June 1, 2018 \$0.65 per hour for each hour worked.

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 V

REFERRAL PROCEDURE

Section 5.01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 5.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 5.03. The Employer shall have the right to reject any applicant for employment.

Section 5.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 5.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN

GROUP I

All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

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

GROUP II

All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as

a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III

All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

GROUP IV

All applicants for employment who have worked at the trade for more than one year.

Section 5.06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 5.07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 5.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: Wood, Wirt, Tyler, Jackson, Pleasants and Ritchie Counties in West Virginia. The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

Section 5.09. "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 5.10. An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Section 5.11. The Union shall maintain an "Available for Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

RE-REGISTRATION:

Section 5.12. An applicant who has registered on the "Available for Work List" must renew his application every 30 days or his name will be removed from the List.

Section 5.13. An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 5.14(a). Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Available for Work List" and then referring applicants in the same manner successively from the "Available for Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

REPEATED DISCHARGE:

Section 5.14(b). An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within two weeks, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 5.15. The only exceptions, which shall be allowed in this order of referral are as follows:

(a). When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b). The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 5.16. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 5.17. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 5.18. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 5.19. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 5.20. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

ARTICLE VI **SAFETY AND HEALTH**

SECTION 6.01. Safety

It is the Employer's exclusive responsibility to ensure the safety of its employees and their compliance with these safety rules and standards.

SECTION 6.02. Potable Drinking Water

The Employer shall furnish approved potable water for drinking in an approved container.

SECTION 6.03. Abnormal Conditions

When it becomes necessary for workmen to perform work under abnormal conditions that are excessively dirty or damages the clothing, the Employer agrees to furnish suitable protective clothing and to keep them laundered regularly. In the event the workmen's clothing becomes damaged or ruined it shall be replaced by the Employer. What constitutes "excessively dirty" or damaging work shall be decided by the Job Steward and the highest-ranking supervisor of the Employer on the job before performing such work.

SECTION 6.04. Personal Protective Equipment

The Employer shall furnish the following minimum personal protective equipment when required to safely perform the work, which meets the specifications of the American National Standards Institute:

Helmets	Safety Belts
Safety Glasses (Non Corrective Lenses)	Welding Goggles
Side Shields	Welding Helmets
Goggles	Welding Gloves
Face Shields	Welding Jackets
Respiratory Protection	Ear Protective Devices

SECTION 6.05 Substance Abuse

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

SECTION 6.06 Education and Development Fund

Employers working in the IBEW Local 968 jurisdiction will contribute to the Parkersburg Marietta Contractors and Trades Education and Development Fund in the amount as determined by the Board of Trustees per hour for all employers.

ARTICLE VII
**BONDING & DELINQUENCY PROCEDURE FOR ALL CONTRIBUTIONS
AND/OR DEDUCTIONS**

SECTION 7.01.Failure to Remit

Individual Employers working under the terms of this Agreement who fail to remit monies due as wages, contributions, and/or deductions as defined in Article II, Section 12 (NEBF), Article III, Section 3.06 (WAGES), Article III, Section 3.30 (WORKING DUES), Article III, Section 3.35 (4th District IBEW Health Fund) & (WV-OH Supplemental Health Fund), Article III, Section 3.36 (CREDIT UNION), Article III, Section 3.39 (VACATION), Article III, Section 3.40 (PENSION FUND), Article III, Section 3.43 (NECA-IBEW NATIONAL LMCC, WV-OH Regional LMCC), Article III, Section 3.44 (ADMINISTRATIVE FUND), Article IV, Section 4.16 (APPRENTICESHIP FUND) shall have this Agreement terminated upon five (5) working days notice in writing being served by the Union.

SECTION 7.02. Surety Bond

Each employer shall furnish a Surety Bond in accordance with the formula set out below to cover the contributions and deductions set out in Section 1 above and secure payment of all amounts due on account of Payroll and fund deductions, contributions and reporting obligations of the Employer are required by this Agreement. The Bond shall provide that it may not be terminated without thirty days prior written notice to the Employer, NECA Chapter Business Manager and Local Union. The surety Bond shall be filed by the Employer with the Local Union and NECA Chapter Manager. The Local Union shall notify the Bonding Company, Employer and NECA Chapter Manager within thirty working days of default of payment.

THE FORMULA FOR POSTING OF THE SURETY BOND IS AS FOLLOWS:

- (a) \$15,000 bond for each employer with 1-5 employees.
- (b) \$45,000 bond for each employer with 6-15 employees with additions of \$3,000 per employee in excess of 15.
- (c) Each employer having employed one or more employees continuous with no payment default for 5 years, no bond shall be required.
- (d) Local Union shall furnish Bonding Forms.
- (e) Surety shall be a company who is licensed to do business in the State of West Virginia by the Commissioner of Insurance.

Any employer after default of payment shall revert to Section (a) or Section (b) or may request a decision by a Labor-Management Committee.

Article VIII **Code Of Excellence**

SECTION 8.01 Code Recognition

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 customer's 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.

Inside Collective Bargaining Agreement

This Agreement when signed by the Employer and the Union supersedes all previous agreements and subsequent amendments covering this type of work.

ENTERED INTO THIS FIRST DAY OF JUNE 2018

SIGNED FOR:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

WEST VIRGINIA-OHIO VALLEY
CHAPTER, NECA
PARKERSBURG DIVISION

LYNFORD C. LOVELL
BUSINESS MANAGER

STEVE ALLRED, CHAPTER MANAGER
DUSTIN FLINN, DIVISION CHAIRMAN

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS: