

INSIDE AGREEMENT

BETWEEN

I.B.E.W. LOCAL UNION NO. 972 MARIETTA, OH.

AND

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

EFFECTIVE

JUNE 1, 2018 – MAY 31, 2021

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AGREEMENT

Agreement by and between the West Virginia-Ohio Valley Chapter, NECA, Marietta Division and Local Union No. 972, 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, NECA, and the term "Union" shall mean Local Union No. 972, 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 STANDARD CIR / EFFECTIVE DATE / CHANGES / GRIEVANCES / DISPUTES

EFFECTIVE DATE:

Section 1.01. This Agreement shall take effect June 1st, 2018, and shall remain in effect until May 31st, 2021, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1st through May 31st of each year, unless changed or terminated in the way later provided herein.

CHANGES:

Section 1.02(a). Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

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

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

(d). Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting

Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

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

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

GRIEVANCES / DISPUTES:

Section 1.05. 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. All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07. 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.

Section 1.08. Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

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

ARTICLE II EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01. Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a permanent place of business and a suitable financial status to meet payroll requirements.

MANAGEMENT RIGHTS:

Section 2.02. 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.

Electrical employees, except those meeting the requirements of the Employer, as defined herein, shall not contract for any electrical work or perform electrical work for pay or wages for person, firm or corporation not employing men under this Agreement. An electrical employee who may become an electrical contractor or any electrical contractors shall not perform work as a Journeyman or as an Apprentice except for checking and inspecting or in emergencies for the protection of life or property. Avoidance of the intent of this Section shall not be permitted by the pretense of ownership of the business by an immediate member of the family.

FOREMAN CALL – OUT BY NAME:

Section 2.03. The employer shall have the right to call a 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 750 hours or must receive a reduction in force.

WORKERS COMPENSATION INSURANCE:

Section 2.04. For all employees covered by this Agreement the Employer shall carry Workers' 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 Union; he shall also make contributions to the Ohio Unemployment Compensation Commission.

BONDING:

Section 2.05. (1) Any contractor who is a party to this Agreement will be required to post a cash bond or bond otherwise suitable to the Local Union Business Manager, or sufficient surety to guarantee payment for Article III, Section 3.04 (Credit Union), Article III, Section 3.07 (Working Dues), Article III, Section 3.08 (IBEW - PAC), Article V, Section 5.16 (JATC), Article VI, Section 6.01 (NEBF), Article VI, Section 6.02 (Health /Supplemental Health), Article VI, Section 6.03 (Vacation Fund), Article VI, Section 6.04 (Pension Fund), Article VI, Section 6.05 (AMF), Article VIII, Section 8.03 (LMCC), Article IX, Section 9.03 (NLMCC). Any contractor having a permanent office in this jurisdiction, and having a two year history of prompt payment as required by this agreement shall however not be required to post said bond of the aforementioned contributions.

Should an above contractor be declared delinquent by action of a decision by Labor Management Committee then said contractor shall be required to post the bond as specified.

(2) Each applicable Employer shall furnish a Surety Bond in accordance with the formula set out below to cover the contributions and deductions set out in Section (a) 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, N.E.C.A. Chapter, Business Manager and Local Union. The Surety Bond shall be filed by the Employer with the Local Union and the N.E.C.A. Chapter Manager. The Local Union shall notify the Bonding Company, employer and N.E.C.A. Chapter Manager within thirty working days of default of payment.

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

- (a) \$100,000 Bond for each employer with 5 through 30 employees, with additions of \$3000 per employee in excess of 30.
- (b) \$20,000 Bond for each employer with 1 through 5 employees.
- (c) When each employer having employed one or more employees continuous with no payment defaults for one year, "A" shall be \$20,000 and "B" shall be \$10,000.
- (d) Each employer having employed one or more employees continuous with no payment default for 2 years, no bond shall be required.
- (e) Surety shall be a company who is licensed to do business in the State of Ohio by the Commissioner of Insurance. Any Employer after default of payment shall revert to Section 2a or Section 2b or may request a decision by a Labor Management Committee.

(3) The Union may withhold men or engage in a strike against any contractor who refuses or fails to post the required bond notwithstanding any other provision of this contract, after 72 hours notice in writing being served by the Union.

WORK PRESERVATION:

Section 2.06(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.

NON-RESIDENT EMPLOYEES:

Section 2.07. 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 decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the

appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

FAVORED NATIONS:

Section 2.08. 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 and the Union shall immediately notify the Employer of any such concession.

Section 2.09. One member of a firm (Employer) may be permitted to work with the tools, providing said firm (Employer) employs at least one Journeyman full time. Contractor must designate in writing to the Local Union the name of the working member of the firm.

Section 2.10. Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

UNIONS RIGHT TO DISCIPLINE MEMBERS:

Section 2.11. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

APPOINTMENT OF STEWARD:

Section 2.12. 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 working hours to see that the provisions of this Agreement are observed at his shop or job. Under no circumstances shall a steward be discriminated against by any Employer because of faithful performance of his duties as steward.

The Steward in the event of any grievance or dispute shall notify the Employer or his representative in a sincere effort to settle this dispute or grievance before the Business Agent is notified.

The Steward shall be permitted to remain on the job when two or more men are required to work overtime and shall assume his share of the work; if possible he is to be notified at least one hour before quitting time.

The Steward shall remain on the job until its completion.

The Steward shall see that all overtime shall be equally divided among all employees employed on the job so far as practical. He shall furnish the Business Manager a weekly report of names and number of overtime hours worked by each employee.

In the event any employee employed under the terms of this Agreement requires first aid while on the job, the Steward shall see that the first aid required is furnished by the Employer and file necessary accident reports with the Employer and the Union.

UNION JOB ACCESS:

Section 2.13. The Local Union representative shall be allowed access to any building or job at any reasonable time, where employees are performing work for Employers signatory to this Agreement. It shall be the responsibility of the Employer or his representative to provide arrangements for such access with the owners of any job or building when such is denied the representative of the Union by the owner or plant security.

PICKETING LANGUAGE :

Section 2.14. This Agreement does not deny the rights of the Union, or its representative to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representative decide to do so; but no removal shall take place until notice is first given to Employers involved.

Section 2.15. When such removal takes place, the Union or its representative shall direct the workmen on such jobs 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.

TOOL LIST:

Section 2.16. Journeymen shall provide themselves with the proper tools required for a specific job from the following suggested tool list:

WIREMAN'S LIST

- | | |
|-------------------------------------|---------------------|
| Inside Read Six Foot Rule | Combination Square |
| 8" Crescent Wrench | 9" Side Cutters |
| Small Level | Large Screw Driver |
| Plumb Bob | Small Screw Driver |
| Chalk Line | Wire Strippers |
| Hacksaw Frame | Channel Lock Pliers |
| 5" Long Nose Pliers | Knife |
| Phillips Screw Driver | Pencil |
| Small Tin Shears | 25' Tape Line |
| Voltage Tester | Center Punch |
| Combination Diagonals/Stakon Pliers | |

Section 2.17. The Employer shall provide the workmen with the necessary lockers, gang boxes, or other safe places to store personal tools of the workmen. Where shift work exists, separate tool storage facilities must be provided for each shift.

The employer shall be required to replace or pay for tools that are stolen from the gang box during the time that the workmen are not on the job.

Section 2.18. The employer shall furnish all other necessary tools and equipment to properly install and/or do the job. Ladders, scaffolds, ropes and rigging and all equipment furnished by the employer and/or contractor shall comply with the State Code Regulations of the State Department of Industrial Relations and Industrial Commission.

Every workman shall provide himself with sufficient and necessary hand tools for the daily performance of his work. Workmen shall be held responsible for the Employer's tools and equipment being stored in a safe manner provided the Employer furnishes a tool box with a proper lock or other safe place for storing of such tools or equipment. All claims disputed under these rules shall be referred to and determined by the Joint Conference Committee. All decisions must be honored within seven (7) days. (No metallic ladders shall be used on any job.)

UNION SECURITY:

Section 2.19. 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 the Agreement. New employees shall be required to become and remain members of the Union as a condition of employment on or after eight (8) days following the dates of their employment, or the effective date of this Agreement, whichever is later. Any such workmen shall receive at least the minimum wages and work under the conditions of this Agreement.

AGE-RATIO:

Section 2.20. On all jobs requiring five or more Journeymen, at least every fifth Journeyman, if available, shall be 50 years of age or older.

ANNULMENT/SUBCONTRACTING:

Section 2.21. The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

ARTICLE III HOURS – WAGES - WORKING CONDITIONS

HOURS: (*Workday / Workweek*)

Section 3.01(a). Eight (8) hours shall constitute a work day between the hours of 6:00 a.m. to 4:30 p.m., with 30 minutes for lunch, prevailing Marietta time, on Mondays to Friday, inclusive. The employer shall receive prior permission from the Business Manager before starting earlier than 7:00 a.m. Five such days shall be a work week unless otherwise agreed to between the contractor and the Business Manager.

FOUR 10 HOUR DAYS:

Section 3.01(b). When job conditions dictate and as required by employer, the employer shall be allowed to establish a 4 day 10 hour per day work week. This work week is defined as Monday through Thursday or Tuesday through Friday and may be altered for holidays. In the event a job is down due to weather conditions, holiday or other conditions beyond the control of the employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. If Friday is scheduled as a make-up day a minimum of eight (8) hours will be scheduled and worked, weather permitting. All hours worked in excess of 10 hours per day, or 40 hours per week shall be paid at the applicable overtime rate.

Employees who inform their Employer on Thursday that they do not wish to work Friday make-up day, will not be penalized.

When working 2 shifts, the 1st shift shall commence between the hours of 6:00 a.m. and 8:00 a.m. and be paid at the straight time rate of pay for the duration of the shift. The 2nd shift shall commence within a period of time not to exceed 1 1/2 hours upon the expiration of the 1st shift. The employer can change from one schedule to another by mutual consent subject to a limitation that he will give the union at least 3 calendar days notice of such changes. The 2nd shift shall be paid the appropriate 2nd shift rate for the duration of the shifts. All time worked after the 10 hours per the shift shall be paid at the appropriate over-time rate of pay.

This language is not intended to change the normal 5 day, 8 hour work week. The Business Manager's office shall be notified of all jobs being worked under the 4 - 10 hour week.

OVERTIME / HOLIDAYS:

Section 3.02. All time worked before and after the established workday of eight (8) hours, Monday through Friday, shall be paid at the rate of time and one-half. All work commencing with the beginning of the established workday on Saturday shall be paid at the rate of time and one-half. All work commencing with the beginning of the established workday on Sundays and/or holidays shall be paid at the rate of double time.

In the event a man starts work at least eight hours prior to his regular starting time, he shall remain on the premium rate if he is requested by the Employer to remain on the job. It shall be the Employer's prerogative to determine if the employee remains on the job.

When an employee works through two (2) consecutive eight (8) hour work periods he shall remain on overtime until he receives a shift break of a minimum of seven (7) hours.

Employees working more than ten (10) hours in a day shall be allowed a paid lunch period at the prevailing rate not to exceed thirty (30) minutes. He shall receive an additional paid lunch period not to exceed thirty (30) minutes every four hours thereafter. In the event an employee is not permitted time off to eat, he shall be paid an additional thirty (30) minutes at the prevailing rate for each lunch period missed.

The following holidays shall be paid for at double the regular straight time rate of pay: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Holidays will be observed on those days so specified on the calendar.

If any of these listed Holidays fall on a Sunday, the following Monday shall be observed as the Holiday. If any of the listed Holidays fall on Saturday, the preceding Friday shall be observed as the Holiday.

Both parties to this Agreement recognize the significance of Veteran's Day as tribute to those men and women who have served our country. Therefore, Veteran's Day may be observed at the employee's discretion without retribution from the employer.

On election days for Presidential or Gubernatorial General Elections, employees shall be permitted two hours off for time to vote. Election day shall be an eight hour work day unless other-wise agreed to between the Employer and Business Manager of the Union.

Section 3.03. No work shall be performed on Labor Day except in case of emergency and then only after permission is granted by the Business Manager of the Union.

PAYDAY:

Section 3.04(a). Wages shall be paid weekly during working hours and not more than three (3) regular work days may be withheld at any time. In the event payment is not made, waiting time at the regular straight time rate shall be charged until payment is made, not to exceed eight (8) hours' pay in a twenty-four (24) hour period. Any workman discharged by the Employer shall be paid all wages immediately. In the event he is not paid off, waiting time at the regular straight time rate shall be charged until payment is made, not to exceed eight (8) hours' pay in a twenty-four hour period.

Employee check stubs will reflect a weekly total of all deductions.

When workmen voluntarily quit, the Employer agrees to place the employee's pay check in the mail by the next regular pay day.

DIRECT DEPOSIT:

Section 3.04(b). If the employer offers, the employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment once adopted, may not be changed except upon 14-day advanced written notification between the employee and Employer with notification copied to the Union.

Where the employer offers direct electronic deposit, the employees may elect to receive his or her check stub in one of the following ways: emailed electronically, mailed to them via USPS. This manner of payment once adopted, may not be changed except upon 14-day advanced written notification between the employee and Employer with notification copied to the Union.

CLASSIFICATIONS/WAGES:

Section 3.05(a). The minimum hourly rate of wages shall be as follows:

JOURNEYMAN WIREMAN:	\$ <u>33.31</u>	06/01/18 – 05/31/19
	\$ <u>TBD</u>	06/01/19 – 05/31/20
	\$ <u>TBD</u>	06/01/20 – 05/31/21
FOREMAN:	110% OF JOURNEYMAN WIREMAN RATE	
GENERAL FOREMAN:	120% OF JOURNEYMAN WIREMAN RATE	
FOREMAN:	Commercial Jobs (3 through 6 men) 107% OF JOURNEYMAN WIREMAN RATE	
FOREMAN:	Commercial Jobs (7 and above men) 110% OF JOURNEYMAN WIREMAN RATE	
JOURNEYMAN WIREMAN:	When cable splicing \$ 0.25 ABOVE JOURNEYMAN WIREMAN RATE	
FOREMAN CABLE SPLICER:	110% OF JOURNEYMAN WIREMAN RATE	
APPRENTICE WIREMAN – SIX (6) PERIODS		
1ST PERIOD	45% OF JOURNEYMAN WIREMAN RATE	
2ND PERIOD	50% OF JOURNEYMAN WIREMAN RATE	
3RD PERIOD	60% OF JOURNEYMAN WIREMAN RATE	
4TH PERIOD	70% OF JOURNEYMAN WIREMAN RATE	
5TH PERIOD	75% OF JOURNEYMAN WIREMAN RATE	
6TH PERIOD	85% OF JOURNEYMAN WIREMAN RATE	

FRINGES: Section 3.05(b).

* J. A.T.C.	(See Article V, Section 5.16.)	\$ 0.79 (As of 6/01/18) \$ 0.89 (As of 06/01/19)
N.E.B.F.	(See Article VI, Section 6.01.)	3%
* Health Fund	(See Article VI, Section 6.02 a.)	\$ 7.80 (As of 6/01/18)
* Supplemental Fund	(See Article VI, Section 6.02 b.)	\$ 0.45 (As of 6/01/18)
Vacation Fund	(See Article VI, Section 6.03.)	\$ 7.00 (As of 6/01/17)
Pension Fund	(See Article VI, Section 6.04.)	\$ 8.50 (As of 6/01/17)
A.M.F.	(See Article VI, Section 6.05.)	\$ 0.08
N.E.I.F.	(See Article VII, Section 7.01.)	8/10 of 1%
* L.M.C.C.	(See Article VIII, Section 8.03.)	\$ 0.00 (As of 6/01/18) TBD (As of 06/01/19)
N.L.M.C.C.	(See Article IX, Section 9.03.)	\$ 0.01

* When any employee covered by this agreement works a full shift as defined in Article III, Section 3.12, said employee shall be considered to have worked eight (8) hours as it pertains to these sections.

Section 3.06. Vacation and Pension contributions listed in sections 6.03. and 6.04. are not required for the 1st and 2nd period apprentice.

All apprentices indentured after June 1, 2009, who are eligible for vacation, shall receive payment based upon their applicable wage percentage of a Journeyman Wireman rate of pay.

Apprentices shall be registered with the Union before being put to work.

Section 3.07. The Employer agrees that he will make deductions from the pay of each IBEW member within the bargaining unit on the basis of individually signed payroll deduction authorizations on the forms as outlined in Section 3.09. of this Article and will pay over the aggregate of such deductions to the Financial Secretary of the Local Union designated against his receipt therefore in the name of the Local Union. The Employer agrees to make this deduction weekly or monthly, as designated in the individually signed payroll deduction authorization, and to send a check for the total amount, together with a list of individuals' names from whom the deductions were made

designating the amount deducted on each form plus a list of names of the employees removed from or added to the payroll during the current month to the Financial Secretary designated by the Union on or before the last day of each month in which deductions are made.

Every Employer employing men from Local Union 972 shall furnish the Local Union with his weekly payroll which shall contain the following information: Each employee's name, gross pay, net pay, transportation expense, and the day that the payroll period ends. This report shall be given to the job steward on the same day that the pay checks are passed out. Forms for this purpose may be obtained from the Union upon request.

PAC DEDUCTION:

Section 3.08. The Employer agrees to deduct and transmit to IBEW-PAC an amount from the weekly wages of each employee who voluntarily authorizes such contribution on the forms provided for that purpose by IBEW-PAC.

These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

The payments shall be made on or before the 15th of each month.

UNION DUES DEDUCTION:

Section 3.09. The Employer agrees to deduct and forward to the Financial Secretary of the Local Union-upon receipt of a voluntary written authorization-the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer

Section 3.10. Reports of Employers together with all contributions payable to the fund or plan shall be transmitted to the appropriate office no later than the fifteenth (15) day of the month immediately following the calendar month in which the work was performed.

If reports are not received by the fifteenth (15) day of the month following the month in which the work was performed, the Employer shall pay five percent (5%) liquidated damages.

If contributions are not received by the fifteenth (15) day of the month following the month in which the work was performed the employer shall pay interest at the current prime rate plus five percent (5%). Interest shall continue to accrue until all delinquent amounts are paid to the fund in full. If contributions are not received by the twentieth (20) day of the month following the month in which the work was performed the employer shall pay an additional ten percent (10%) liquidated damages.

The fund administrator shall send a letter (by certified mail, return receipt requested) to the delinquent employer within five (5) days of the due date, requesting the immediate remittance of delinquent amounts.

Should any contractor be delinquent more than thirty (30) days the fund's council shall file suit against the delinquent contractor. Any delinquencies which are litigated shall seek from the delinquent employer an amount equal to delinquent contributions, liquidated damages, interest due, attorneys fees, court costs and all other costs of the action, and the employers under this fund recognize said obligation.

Penalties and interest will be assessed on all delinquent Local Union fringe benefit accounts as per the Pension and Vacation Trust Agreements.

SHOW-UP PAY:

Section 3.11. All rejected applicants shall receive at least two (2) hours (times the base rate) reporting time. If the applicant is hired by the Employer, the Employer shall promptly mail the referral slip back to the Union showing the date the applicant started to work.

Any man reporting for work and being laid off, not having been notified the previous day of such lay-off, shall receive not less than two (2) hours' wages in order to gather his tools and personal belongings and shall be paid off immediately. In the event the employee is not paid off, waiting time at the regular rate shall be charged until payment is made. Any employee being laid off shall be given two (2) hours' notice.

SHIFT WORK:

Section 3.12. 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.

CALL OUTS:

Section 3.13. When workmen are directed to report to a job, not having been notified not to report at least one hour before starting time, they shall receive two hours' pay. If the employee is requested to work beyond two hours, they shall be paid for the actual time worked.

On all call outs outside of the normal working hours, workmen shall be paid a minimum of one (1) hour at the applicable over-time rate. If the workmen continue to work beyond the one (1) hour minimum, they shall be paid for actual hours worked.

Time shall be computed after the first hour in one-half hour increments.

A thirty (30) minute lunch period will be permitted after each four (4) hours on the job. If the lunch periods are not taken, workmen will be paid an additional thirty (30) minutes at the prevailing rate.

Workmen shall be compensated for travel one (1) way in accordance with Section 3.19.

RATIO OF FOREMEN TO JOURNEYMEN:

Section 3.14. Jobs requiring three or more Journeymen shall have a foreman who shall be a journeyman of the classification he is supervising. When there are eight (8) or more Journeymen on the job, the foreman shall not work with the tools. When two or more men are required to work overtime, their foreman shall stay and he can be required to work with his tools. It shall also be his responsibility to see that the workmen's time is correctly reported.

On all jobs requiring Foreman and General Foreman, the following chart shall apply:

<u>Number of Journeyman Workers</u>	<u>Foreman</u>	<u>General Foreman</u>
1 through 8	1	-
9 through 11	-	1
12 through 15	1	1
16 through 24	2	1
25 through 32	3	1
33 through 40	4	1
41 through 50	5	1

One General Foreman shall not be required to supervise more than six (6) Foremen.

In the above schedule storeroom attendants, material handlers, tool room attendants, stress relief men and equipment mechanics shall not be counted as journeyman workers

and they shall receive their orders directly from their general foreman. If there are fifty (50) or more men on the job, the steward shall not be counted as a journeyman worker.

RATIO OF CABLE SPLICER FOREMAN TO CABLE SPLICERS:

Section 3.15. There shall be a Cable Splicer Foreman when two or more cable splicers are employed by the same employer on any one job or project. (Cable Splicing is defined as splicing lead covered cable and pot heads only.)

DUTIES OF A GENERAL FOREMAN:

Section 3.16. The General Foreman shall direct the work through the Foremen only. He shall see that the Foremen have the necessary information, blueprints, job schedule, material lists, safety rules, tools, material, and any special information as to carry out and complete an efficient, workmanlike job. It shall be his responsibility to hold such foremen 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 interests of the Employer, employee and customer.

When less than (10) Journeyman 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 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.

DUTIES OF A FOREMAN:

Section 3.17. The Foreman shall assume the following responsibilities: He shall secure the necessary information, blueprints, material locations, tools, special equipment, job schedule, work hours, safety rules and any other conditions as may help the workmen perform an efficient workmanlike job in accordance with the terms of this Agreement. He shall report to and receive orders from his immediate superior only. He shall not be absent from the job except in case of an emergency or through permission of his immediate superior. He shall inform the Employer, superintendent or General Foreman when unable to report on the job.

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

On jobs having a Foreman, workmen are not to take directions or orders or accept the layout of any job from anyone but their Foreman, however, this is not to be construed to mean that the Employer cannot converse with his employees.

No Foreman of one job shall at the same time perform work on another job.

WORKING CONDITIONS:

Section 3.18. In the event that the employees' personal vehicle is used for transportation from the shop to job, job to job, job to shop, the employer shall compensate the employee at the IRS standard mileage rate for business use of an automobile. No member shall be required to use his or her own vehicle to haul tools or material. At no

time shall any employee be discriminated against for refusing to use his or her own vehicle as described above.

The local union will notify the contractors in writing when changes in the IRS standard occur.

Section 3.19. The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed, or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Section 3.20. All conduit, panel boards, junction boxes, conductors, supports brackets and other material installed by workmen employed under the terms of this Agreement, shall be fabricated on the job or at the Employer's shop by workmen employed under the terms of this Agreement, except standard catalogue items, unless permission is granted by the Business Manager or his representative.

Section 3.21. Workers under the terms of this agreement are classified to perform but not limited to the following type of work on all electrical systems including fire alarm, HVAC controls, Instrumentation, fiber optics, solar panels, wind and hydro generators, security systems, data systems, decorative lighting, low voltage lighting controls, street lighting, and nurse calls. Measures, cuts, bends, threads, assembles, and installs all electrical raceways including underground. Pulls wiring through raceways using the proper equipment. Terminates conductors to lighting fixtures, devices, and power equipment. Installs control and distribution apparatus, such as high, medium, and low voltage switches, relays, and circuit-breaker panels, fastening in place with screws or bolts. Test, troubleshoot and repair electrical systems. May be required to hold license. May cut and weld steel structural members, using flame-cutting and welding equipment.

On any job where temporary light and power is in use, and during such times when other crafts are employed, employees employed under the terms of this Agreement in the employ of an electrical contractor shall be required on the job to install, repair, move or remove temporary lights, power or receptacles and all Electrical Power Equipment. When a project is fed by a single meter pole or other temporary service providing 120V or 240V receptacles for extension cords (one light maximum per cord) for power tools, no one employed under the terms of this Agreement shall be required on the job unless performing a part of the permanent work. Employees of the contractor shall not proceed with work of a temporary nature unless authorized by the contractor.

Any and all work falling under the regulation of the national electrical code will also fall under the terms of this agreement, if not covered under the Residential or Teledata agreements between West Virginia-Ohio Valley Chapter, NECA, Marietta Division and Local Union No. 972, IBEW.

Section 3.22. When a specific operator is assigned to operate power pipe cutting, threading or bending machines, such operator must be a journeyman. However, this shall not re-strict an apprentice from using such machines when instructed to do so by his journeyman.

Section 3.23. All work installed by Journeyman workers shall be checked out by Journeyman workers employed under the terms of this Agreement, however, the owner may supervise the checking at his discretion.

Section 3.24. A Journeyman shall be required to make corrections in 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 members who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision.

Section 3.25. On jobs requiring an electrical storeroom, the electrical storeroom attendants and persons handling electrical materials shall work under the terms of this Agreement.

Section 3.26. An Employee shall not be penalized for drinking coffee during working hours provided it does not jeopardize the work situation or endanger life or property.

ARTICLE IV REFERRAL PROCEDURE

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

Section 4.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03. The Employer shall have the right to reject any applicant for employment.

Section 4.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN:

GROUP I

All applicants for employment who have four 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 Journey- 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 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 geographic area covered by the collective bargaining agreement.

GROUP IV

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

Section 4.06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 4.07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such

"temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

Washington, Monroe, Noble, Athens, Meigs and Morgan Counties, Ohio and following five townships in Vinton County, Ohio: Brown, Knox, Madison, Vinton and Wilkesville.

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

Section 4.10. An "Examination" shall include experience rating tests if such 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 4.11. The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

RE-REGISTRATION:

Section 4.12. An applicant who has registered on the "Out of Work List" must renew his application every 30 days or his name will be removed from the List.

Section 4.13. 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 4.14(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 "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

REPEATED DISCHARGE:

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

Section 4.15. 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 4.16. 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 4.17. 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 4.18. 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 4.19. 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 4.20. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

ARTICLE V STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE

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

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

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

Section 5.02. All JATC member appointments, 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 5.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or 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 5.05. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the 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 5.06. To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at 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 5.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

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

Section 5.10. 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 5.11. The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.12. Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen(man).

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

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

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

Section 5.13. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always 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 5.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

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

Section 5.16. All employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement.

The current rate of contribution is: \$0.79 (Effective 06/01/18)
 \$0.89 (Effective 06/01/19)

This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI
NEBF - FRINGE BENEFITS:

NEBF:

Section 6.01. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees 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 this Agreement.

HEALTH / SUPPLEMENTAL HEALTH FUND:

Section 6.02(a). Effective June 1st 2018 the Employer agrees to pay into a Health Fund \$7.80 per hour for each hour worked by all employees covered by this Agreement. The contribution of the Employer shall be used to provide group life insurance, hospital, surgical and medical expense benefits to eligible employees and their families in such form and amount as the trustees of the Health Fund may determine, and the organization and administration expenses 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 the 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.

In the event the Health Fund is ever negotiated out of the Agreement the entire hourly amount allotted to this fund is to be applied to the hourly rate.

Any increases in contributions for the Health Fund recommended by the Trustees for said fund, shall be split evenly between the Union and the Employer.

(b). Effective June 1, 2018 the Employer agrees to pay into a Supplemental Health Fund, forty-five (\$0.45) cents 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 Union, which Agreement and 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.

Any increases in contributions for the WV-OH Supplemental Health Fund recommended by the Trustees for said Fund, shall be paid by the Employees.

(c) – When any employee covered by this agreement works a full shift as defined in Article III, Section 3.12, said employee shall be considered to have worked eight (8) hours as it pertains to sections (a) and (b).

VACATION FUND:

Section 6.03. All employers subject to and working under the terms of this Agreement, shall contribute the amount listed below per hour for all employees. (Time and one-half for overtime at time and one-half and double for overtime at double time.) Contributions are not required for the 1st and 2nd period apprentice.

The current rate of contribution is: \$7.00 (Effective 06/01/17)

Vacation Fringe contributions must be added into the gross earnings and taxes taken out weekly. The full contractual amount is then deducted and forwarded to I.B.E.W. Local Union #972 Vacation Fund, on or before the 15th day of each month on a payroll report form for that purpose.

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.

PENSION FUND:

Section 6.04. All Employers subject to and working under the terms of this Agreement, shall contribute and forward to the I.B.E.W. Local Union #972 Pension Fund, the amounts below per hour for each hour actually worked within the geographical limits of the Union's jurisdiction for all employees. Contributions are not required for the 1st and 2nd period apprentice.

The current rate of contribution is: \$8.50 (Effective 06/01/18)

Contributions shall be time and one-half for overtime at time and one-half and double for overtime at double time.

The payment to the Pension Fund shall be made on or before the 15th day of each month on a payroll report form furnished for that purpose.

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.

ADMINISTRATIVE MAINTENANCE FUND:

Section 6.05. Effective June 1, 1996, all employers signatory to this labor agreement with the West Virginia-Ohio Valley Chapter, NECA designated as their collective bargaining agent shall contribute 8¢ per hour for each hour worked by each employee covered by this labor agreement to the Administrative 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 who 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.

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

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

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

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

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

**ARTICLE VIII
LOCAL LABOR- MANAGEMENT COOPERTATION COMMITTEE: (LMCC)**

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

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

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

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

Section 8.03. Each employer shall contribute:

\$0.00 per hours worked effective 06/01/2018
TBD 06/01/2019

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 West Virginia – Ohio Valley Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

ARTICLE IX
NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

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

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

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

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

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

ARTICLE X SAFETY AND HEALTH

EMPLOYER'S RESPONSIBILITY:

Section 10.01. It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

Section 10.02. On all energized circuits of 440 volts or over, as a safety measure, two or more journeyman must work together unless the circuit is de-energized, locked out and tagged. Fourth (4th) year apprentices may be permitted to work with these journeymen on four-hundred (440) volts or over; provided the apprentices are very closely supervised. Appropriate safety equipment must be furnished by the Employer.

Section 10.03 It is recognized that the employer's have the exclusive responsibility to provide a safe and healthful workplace and conditions of employment. Therefore the employer shall furnish the following items:

- (1) Sanitary-palatable cold drinking water. (Cups or containers, if required.)
- (2) Change facilities if required. (Separate and apart from storage facilities when ten (10) or more workmen are employed under the terms of this Agreement. Heated if necessary between the dates of November 1 and May 1.)
- (3) Safety equipment and protective clothing in accordance with Section IC-3 (pertaining to Construction Work) of the Safety Requirements of the Industrial Commission, State of Ohio.

- (4) The Employer's job headquarters on every project must have a completely equipped Class A first-aid kit at all times.
- (5) The Employer shall make a reasonable effort to provide a clean and sanitary location for employees to eat lunch and break in.

ARTICLE XI SUBSTANCE ABUSE

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

ARTICLE XII CODE OF EXCELLENCE

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

SEPARABILITY CLAUSE:

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions 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.

IN WITNESS WHEREOF, the parties hereto have executed this document this 1st day of June, 2018.

SIGNED FOR:

West Virginia-Ohio Valley
Chapter, National Electrical
Contractors Association,
Marietta Division



Steven A. Allred,
Chapter Manager
WV- OH Valley Chapter



Dan Fliehman,
Division Chairman
Marietta Division

SIGNED FOR:

Local Union No. 972,
International Brotherhood of
Electrical Workers,
Marietta , Ohio



Troy Ferrell,
Business Manager
IBEW Local # 972

Subject to the approval of the International President of the
International Brotherhood of Electrical Worker