

TELECOMMUNICATIONS AGREEMENT

**EFFECTIVE
August 28, 2023 – AUGUST 30, 2026**

**INDIANA COUNCIL OF CHAPTERS of the
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION
&
THE STATE OF INDIANA COORDINATING COUNCIL of the
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

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TELECOMMUNICATIONS AGREEMENT

INDIANA COUNCIL OF CHAPTERS of the NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION & THE STATE OF INDIANA COORDINATING COUNCIL of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Agreement by and between the Northern Indiana Chapter, Central Indiana Chapter and Southern Indiana Chapters of the National Electrical Contractors Association (NECA) and Local Unions 16, 153, 305, 481, 531, 668, 725, 855 and 873 of the International Brotherhood of Electrical Workers (IBEW).

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

As used hereinafter in this Agreement, the term "Union" shall mean Local Unions 16, 153, 305, 481, 531, 668, 725, 855, and 873 of the International Brotherhood of Electrical Workers and the term "Chapter" shall mean the Northern Indiana Chapter, Central Indiana Chapter and Southern Indiana Chapters of the National Electrical Contractors Association.

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 Telecommunications Industry. Progress in this industry demands a mutuality of confidence between the Employer and the Union. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer and the Union and the public so that 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 - CHANGES - GRIEVANCES - DISPUTES

Section 1.01: This Agreement shall take effect August 28, 2023 and shall remain in effect through August 30, 2026, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the last Monday in August through the Sunday prior to the last Monday in August of each year, unless changed or terminated in the way later provided herein.

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 ninety (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 this 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.

Section 1.05: There shall be a local Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Unions shall select the union representatives and the Chapters shall select the management representatives.

Section 1.06: All grievances or questions in 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 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 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: The Council on Industrial Relations pursuant to its basic rule number XI shall appoint an interim committee to investigate each issue that has been submitted to it by the local parties for adjudication under paragraph 1.02(d) above. The appropriate IBEW Vice-President and Regional Executive Director of NECA shall be designated as the co-chairmen of the committee. The co-chairman may appoint additional members to the committee not to exceed two (2) members each. The purpose of this committee shall be to review those issues that have been referred by the local parties to the Council for adjudication. The interim committee shall make recommendations to the Council on each issue that has been referred to it prior to the next regular session of Council. The interim committee may share their recommendations with the local parties for their consideration prior to the Council session.

Section 1.10: 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 1.11: Any grievance that is not filed in writing with the other party within fourteen (14) days of the aggrieved becoming aware of the alleged violation shall be deemed to no longer exist.

ARTICLE II

SCOPE OF WORK - DEFINITION - RECOGNITION

Section 2.01: (a) The work covered by this Agreement shall include the installation, testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school intercom and sound, burglar alarms, low voltage master clock systems, distributed antenna systems (DAS), IP data networks, and all surface-mounted (non-power) telecommunications wiremold. Scope inclusions are as follows:

1. SOUND AND VOICE TRANSMISSION AND TRANSFERENCE SYSTEMS
 - A. Background-foreground music
 - B. Intercom and telephone interconnect systems
 - C. Telephone systems
 - D. Radio page systems
 - E. School intercom and sound systems
 - F. Burglar alarm systems
 - G. Low-voltage master clock systems
 - H. Multi-media/multiplex systems
 - I. Sound and musical entertainment systems
 - J. RF Systems
 - K. Antennas and Wave Guide
 - L. Low Voltage Nurse Call Systems
 - M. Low Voltage Fire Alarm Systems
2. TELEVISION AND VIDEO SYSTEMS
 - A. Television monitoring and surveillance systems
 - B. Video security systems
 - C. Video entertainment systems
 - D. Video educational systems
 - E. Microwave transmission systems
 - F. CATV and CCTV
 - G. Satellite Systems (Excluding Towers)
3. SECURITY SYSTEMS
 - A. Perimeter security systems
 - B. Vibration sensor systems
 - C. Card access systems
 - D. Access control systems
 - E. Sonar/Infrared monitoring equipment
4. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)
 - A. SCADA (Supervisory Control and Data Acquisition)
 - B. PCM (Pulse Code Modulation)
 - C. Inventory Control Systems

- D. Digital Data Systems
- E. Broadband and Baseband and Carriers
- F. Point of Sale Systems
- G. VSAT Data Systems
- H. Data Communication Systems
- I. RF and Remote Control Systems
- J. Fiber Optic Data Systems
- K. Voice and Data Infrastructure and Backbone

(b) The scope of this Agreement shall additionally include the installation of all raceway systems of unlimited length in telecommunications rooms, entrance facilities, equipment rooms, and similar areas. Raceway systems shall be for the physical protection of low voltage conductors only.

(c) The scope of this Agreement shall also include basket tray and innerduct throughout.

(d) This Agreement specifically excludes the following work:

1. Installation of raceways exceeding thirty (30) feet in continuous length. Raceways shall include, but not be limited to; ladder-rack, conduit stubs, chases and nipples. In order to improve efficiency on the job site, the scope of work regarding raceways may be expanded at the discretion of the Business Manager of the local union jurisdiction where the work is being performed.
2. Energy management systems
3. SCADA (Supervisory Control and Data Acquisitions) where not intrinsic to the above listed systems (in the Scope)

Section 2.02: Certain knowledge, experience, and financial responsibility are required of everyone desiring to be an Employer under the terms of this Agreement. Therefore, an Employer is a person, firm, or corporation having these qualifications, whose principal business is communications systems contracting and who maintains a permanent place of business with a business telephone, maintains all statutory insurance coverage, maintains an adequate financial status to meet payroll requirements and employs not less than one (1) Journeyman Installer/ Technician when performing work covered by this Agreement.

Section 2.03: The Employer shall furnish a payroll and fringe benefit bond sufficient to cover the monthly average of the number of employees employed in the last quarter of the previous calendar year. The bond shall be in the amount of fifteen thousand dollars (\$15,000) for the first ten (10) employees or fraction thereof and ten thousand (\$10,000) for each additional ten (10) employees thereafter. This is interpreted as follows:

| | |
|------------------------|----------|
| 1 through 10 employees | \$15,000 |
| 11 through 20 " | 25,000 |
| 21 through 30 " | 35,000 |
| 31 through 40 " | 45,000 |
| 41 through 50 " | 55,000 |

Etc.

Satisfactory proof of compliance with the above requirement shall be furnished the Union on request and failure of the Employer to so comply will be deemed valid and sufficient cause to cancel this Agreement with the Employer after the facts have been determined by the International Office of the Union.

Section 2.04: (a) The Employer agrees to recognize the Union as the sole and exclusive bargaining representative of all Employees coming within the bargaining unit consisting of all Employees in the

different employee and work classifications set forth in Section 4.03 hereof for the purpose of collective bargaining with respect to wages, rates of pay, hours of work and other conditions of employment.

(b) All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment, or the effective date of this Agreement, whichever is later. This provision does not apply in states where prohibited by law.

(c) The Employer understands that the Local Union's jurisdiction, both trade and territorial, is not a subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

Section 2.05: (a) The Local Unions are a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual employer of the approved Agreement of these or any other Local Union of the International Brotherhood of Electrical Workers, other than violations of Section 2.05(b) of this Article, will be sufficient cause for the cancellation of this Agreement by the Local Unions, after finding has been made by the International President of the Union that such a violation or annulment has occurred.

(b) The subletting, assigning or transfer by an individual Employer of any work in connection with telecommunications work or any other electrical work to any other person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any telecommunications and electrical work in the jurisdiction of these 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.

(c) All charges of violations of Section 2.05(b) 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.

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF PARTIES

Section 3.01: No employee in the bargaining unit covered by the terms of this Agreement, while he remains subject to employment by Employers operating thereunder, shall himself become a contractor for the performance of any communication system work.

Section 3.02: (a) 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.

(b) The Local Union Business Manager will notify the NECA Chapter of any concession that will be made on a particular job. It will be the responsibility of the individual employer to contact the NECA Chapter to determine if any special conditions will apply to a particular job.

Section 3.03: Employees covered by the Agreement shall install all communication systems work in a safe and workmanlike manner and in accordance with applicable code rules and contract specifications.

Section 3.04: Representatives of the Union shall be allowed access to any shop or job at any reasonable time where Employees are employed under the terms of this Agreement.

Section 3.05: (a) The Business Manager of the Union where the work is being performed shall have the right to appoint a Steward at any shop and on all jobs where Employees are employed under the terms of this Agreement. The first non-foreman journeyman installer technician employed on the jobsite shall become acting Steward until or unless the Business Manager makes an official appointment, however, the notice of such appointment shall be in writing direct to the Employer. A Steward shall not be terminated without first consulting the Business Manager and so long as one other Journeyman Installer/Technician (excluding supervisors) is employed on the project to which he is appointed. Such Stewards shall be allowed sufficient time by the Employer to discharge their duties as Steward in seeing to it that the terms and conditions contained in this Agreement are being observed by all parties; however, this shall not be construed as requiring the Employer to place a non-working Steward on any job. Under no circumstances shall a Steward be discriminated against by any Employer because of the faithful performance of his duties as such.

(b) The Steward and Foreman shall sign each termination slip; however; if there is no Steward on the job, the slip will be signed by the Foreman or the man in charge.

(c) Stewards shall in no case cause a stoppage of work. In any case of trouble in the shop or on the job, which they cannot adjust with the Employer or his designated representative, they must refer such matters to the Business Manager of the Union.

Section 3.06: (a) It shall not be a violation of this Agreement and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee for an employee to refuse to cross a lawfully established picket line whether at the premises of another Employer or the employee's own Employer.

(b) Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for by the Employer.

Section 3.07: It is hereby understood and agreed that it is the policy of the members of the Union to promote, by all legal means, 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 3.08: The Employer shall furnish suitable lockboxes for tools and materials, and shall furnish all necessary equipment to move, handle, and set all communication systems apparatus, machinery or materials on work being performed under the terms of this Agreement.

Section 3.09: Free movement of bargaining unit employees is allowed throughout any of the signatory Local Union's jurisdictions. On all jobs exceeding three (3) days duration and two (2) employees, the Employer shall notify the Local Union in whose jurisdiction he will be working, in writing or by fax, prior to starting a job, the location of the job, and the names and social security numbers of the employees to be sent in. Forms used for the referring of this information shall be provided by the Union. The representative of the Union, either in the area where the work is being performed or in the areas where the contractor's shop is located, shall have the authority to inspect the individual Employer's payroll and associated work records as to time and pay of an employee, if the question arises. The rights covered by this Section are not automatic but are contingent upon compliance with the proper notification contained herein.

Section 3.10: 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 3.11: 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 3.12: In those Local Union jurisdictions where a substance abuse testing program has been negotiated by the parties to the Inside Agreement, such programs shall be extended to all employees covered by this Agreement who are working in those jurisdictions.

Section 3.13: The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

Section 3.14: Effective January 1, 2020, employers shall complete Davis-Bacon wage and fringe determination forms for all secured work of \$5,000.00 or more. The forms, Department of Labor #WD-10 Rev. Dec. 1977, are to be provided by the respective Local Union where work is performed.

ARTICLE IV

HOURS - RATES OF PAY - WORKING CONDITIONS

Section 4.01: (a) Straight time working days for all classes of employees shall be Monday through Friday inclusive, with any eight (8) hours between 6:00 a.m. to 5:00 p.m. Any half hour or hour period between 11:00 a.m. and 1:00 p.m., mutually agreed upon, shall constitute the lunch period.

(b) 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, it is understood by the parties of this agreement that if an employee's work extends over two different shifts, he will be paid at the higher shift premium for all hours 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 (8) 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 17.3% 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 31.4% 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 a 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 time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

(c) In any Local Union jurisdiction where the shift premiums specified in the Inside Agreement are less than the shift premiums specified in sub-section (b) above, the lesser premiums shall apply to shift work performed under this Agreement in that particular jurisdiction. If any special conditions exist relevant to the use of shift language within that jurisdiction, these conditions shall also apply.

(d) The employer, with a forty-eight (48) hour prior notice to the Business Manager of the Local Union in which the work will occur may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday or in the event a Holiday falls on Monday, Tuesday through Friday, with one-half hour or one hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight hours must be scheduled. No employee will be disciplined or discharged for being unwilling or unable to work a make-up day. After ten (10) hours in a work day or forty (40) hours in a work week, overtime shall be paid at a rate of one and one-half times (1-1/2) the regular rate of pay. An employee shall not be discriminated against for being unable to work ten (10) hour days.

(e) Time worked in excess of the regular eight (8) hour shift in any one day Monday through Friday, and any time Saturday until midnight shall be compensated for at a rate of one and one-half (1-1/2) times the regular rate of pay. In any instance, all hours worked on Sunday shall be compensated at two (2) times the regular rate of pay.

(f) Time worked on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day, is overtime and shall be compensated for at the rate of double time. When a holiday falls on a Saturday, it shall be celebrated on the preceding Friday; and when it falls on a Sunday, it shall be celebrated on the following Monday.

Section 4.02: No work shall be performed on Labor Day, except in case of emergency or with the consent of the Business Manager.

Section 4.03: Classifications of employees in the bargaining unit covered by this Agreement and schedule of minimum hourly wage rates applicable thereto, shall be as follows:

Journeyman Installer/Technician -

| Local Union | Effective 8/28/2023, each local unions JIT total package amount will increase by 7% | Effective 8/28/2024, each local unions JIT total package amount will increase by 6% | Effective 8/28/2025 each local unions total package amount will increase by 5%.. |
|-------------|---|---|--|
| 16 | 81% of JIW | 81% | 81% |
| 153 | \$54.86 | \$58.15 | \$61.06 |
| 305 | \$53.86 | \$57.09 | \$59.94 |
| 481 | \$54.18 | \$57.43 | \$60.30 |
| 531 | \$51.05 | \$54.11 | \$56.82 |
| 668 | \$52.56 | \$55.71 | \$58.50 |
| 725 | \$51.53 | \$54.52 | \$57.25 |
| 855 | \$50.84 | \$53.89 | \$56.58 |
| 873 | \$53.39 | \$56.60 | \$59.43 |

Foreman² - Wage rate is 12% above applicable Journeyman I/T wage rate

General Foreman² - Wage rate is 18% above applicable Journeyman I/T wage rate

Apprentice Installer/Technician² - (Wage rate is percentage of applicable Journeyman Installer/Technician wage rate)

| | | | |
|------------|-----|------------|-----|
| 1st period | 55% | 4th period | 70% |
| 2nd period | 60% | 5th period | 75% |
| 3rd period | 65% | 6th period | 85% |

Technician Assistant³ – 1st period apprentice total package amount

¹ “Total Package” is understood to consist of base wage and bone fide fringe benefit plans that accrue to the direct benefit of the individual. Other contractual items which add to the overall cost of labor (i.e., JATC, LMCC, NLMCC, NECA, AMF) are commonly considered outside of what constitutes “Total Package.”

² All wage rates derived from percentage calculations are rounded to the closest multiple of five cents (\$.05).

³ Technician Assistants may perform the same scope of work as an Apprentice. A Technician Assistant may be the first non-journeyman on a job, however, the second non-journeyman shall be an apprentice. If the JATC is unable to provide the employer an apprentice within 24 hours, the second non-journeyman may also be a Technician Assistant.

Technician Assistants may be secured from any source if the Local Union’s referral policy has been exhausted, but may only work under this agreement within this classification for 4000 hours. At which time they will either be moved to another classification or referred to the appropriate Local Union’s Telecommunication sub-committee for evaluation.

Section 4.04: Workmen must be at work on time; that is, at the job or shop ready to commence actual operations at the specified time. When Employers are deciding who will work on a specific project, those that live the closest to each project shall be considered first.

Section 4.05: Employees instructed to report for work and being unable to proceed with the same through fault of the Employer shall receive a minimum of two (2) hours' time for reporting. If the Employee is terminated because of reduction of forces, not having been notified the work day previous of such termination, he or she shall be paid all wages due. In the event an Employee is terminated for cause, the Employer shall not be required to make final wage payment at the time of termination. Instead, the Employer shall mail the final paycheck to the employee's last known address, or transfer the payment electronically, within forty-eight (48) hours, weekends and holidays excluded.

Section 4.06: Employees assigned to service, maintenance, installation and repair work shall be credited with time required for travel between completion of the first assignment and to the last assignment as time worked.

Section 4.07: An Employer shall reimburse each Employee for the following travel expenses:

(a) Within the employee's "home" Local Union jurisdiction, an employee shall be reimbursed at the Internal Revenue Service allowable rate per mile when using his own vehicle between daily work assignments; that is, from the conclusion of the first assignment to the second assignment, from the second assignment to the third, etc., but not to the first assignment nor from the last assignment in any one day. Employees shall not be reimbursed for travel expenses within this area when their work day includes a single assignment (except as provided in paragraph "c" of this Section). An employee's "home" Local Union is the one from which the Technician was referred.

When an employee is sent out of their home Local Union's jurisdiction on a work assignment, he shall be reimbursed twenty-five cents (\$0.25) per mile from the jurisdictional line to the first work assignment and from the last work assignment back to the jurisdictional line irrespective of whether or not he is driving. An employee shall not receive this reimbursement if he is also receiving hourly compensation while traveling under this provision. When using his own vehicle, he shall also be reimbursed at the Internal Revenue Service allowable rate per mile from the jurisdictional line to the first work assignment, between daily work assignments, and from the last work assignment back to the jurisdictional line in any one day. An employee's "home" Local Union is the one from which the Technician was referred. See jurisdictional map in Appendix A for each signatory local unions Indiana jurisdiction.

(b) When tools or materials are hauled by an employee, or an employee is assigned to service work, in his own vehicle, such employee shall be reimbursed at the Internal Revenue Service allowable rate per mile, for all transportation to and from all assignments regardless the geographical location. The hauling tools and materials shall be limited to the amount a person could transport in the trunk of a car or the cab of a truck. Nothing in this Section shall be interpreted to require an employee to provide transportation for the hauling of tools or materials or for the performance of service work for the Employer.

(c) An employee shall be reimbursed for parking expenses when handling a service call (either in a company furnished vehicle or personal vehicle) or when assigned to work outside his/her home local union jurisdiction. If an employee is working outside his/her home local union jurisdiction and the Employer provides parking, it must be utilized or parking expenses will not be reimbursed.

(d) When a work assignment requires overnight lodging, each employee shall be reimbursed for meal expenses at the regular federal per diem rate published by the Internal Revenue Service (IRS) and General Services Administration (GSA).

(e) The Employer shall advance the equivalent of cash money, in an amount approximating the reasonable lodging expenses, for the benefit of each employee assigned work requiring overnight lodging. Effective January 1, 2020, the Employer shall advance the equivalent of cash money at the federal per diem rate published by the Internal Revenue Service (IRS) and General Services Administration (GSA), for the benefit of each employee assigned work requiring overnight lodging.

(f) Employees shall be reimbursed weekly for all expenditures made for and on behalf of their assignments upon submitting a statement with copies of receipts of their expenses which may be upon forms prescribed and supplied by the Employer.

Section 4.08: Employees being laid off shall be paid on the job or given sufficient time to pick up checks at the Employer's office by the end of the workday. In the event employees are not paid their wages as specified herein, waiting time shall be paid at the employee's straight time rate of pay which shall not exceed eight (8) hours in any one (1) twenty-four (24) hour period.

Section 4.09: Employees shall be paid on a weekly basis. The payroll period shall end Sunday night. The Employer may pay employees by mailing their checks to the addresses they have furnished to the Employer for this purpose, provided such checks are postmarked not later than Wednesday (or Thursday in the event a holiday falls on Wednesday).

Employees may also be paid in cash or by check at the Employer's shop or on the job not later than 4:30 p.m. on Thursday except, when a holiday falls on Thursday, employees shall be paid on the job or at the Employer's shop Wednesday not later than 4:30 p.m.

By mutual consent of the employee and the Employer, payment may be made by wire transfer to an account designated by the employee. Such deposits shall be made not later than 4:30 p.m. on Thursday.

In the event employees are not paid their wages as specified above, waiting time shall be paid at the employee's straight time rate of pay which shall not exceed eight (8) hours in any one (1) twenty-four (24) hour period. If the Employer pays by checks that are not paid by the bank upon employee endorsement, the Business Manager may require that employees be paid in cash thereafter.

Section 4.10: (a) One Journeyman Installer/Technician shall be designated as Foreman by the employer where there are four (4) or more employees placed on any one job. A Foreman may have charge of all up to and including nine (9) employees; and when the eleventh (11th) employee is placed on a job, a second Foreman shall be designated and the wage rate of the Foreman in charge shall be advanced twenty cents (\$.20) per hour. Thereafter, Foreman shall be designated for each additional ten (10) employees. General Foreman shall be designated by the Employer any time there are more than three (3) foreman on any one job.

(b) A Journeyman Installer/ Technician having charge of more than one job shall receive Foreman's scale when he has four (4) or more employees under his supervision. Foreman's scale shall be paid any Foreman working overtime on the job he is employed as a Foreman.

(c) On jobs having a regular Foreman, employees must not take directions or orders, or accept layout of any job, from anyone except the foreman. A foreman may receive instructions from the Employer or his authorized agent. A representative of the Employer shall be notified in case any violations are unable to be resolved between the Foreman and the Steward.

Section 4.11: (a) All Employees shall equip themselves with the following tools:

| | |
|---|---|
| Tool Belt and Pouch | Phillips Screwdrivers (#0, #1, #2) |
| 8" Crescent Wrench | Straight Blade Screwdrivers (1/8", 3/16", 1/4") |
| 6" Diagonal Cutters | 9" Torpedo Level |
| Curved Claw Hammer | Hacksaw Frame |
| Nut Driver Set (3/16"-9/16") | Drywall Saw |
| Category 5 Wire Strippers | Coax Crimping Tool |
| Coax Stripper (RG58/RG59/RG8/RG9) | Cable Splicer's Kit (Holders, Scissors, Knife) |
| D814 Automatic Impact Tool (w/110 & 66 blade) | 6" Needle Nose Pliers |
| 6-1/2" Channel Lock | 9" Lineman's Pliers |

| | |
|--|----------------|
| 10" Channel Lock | Flashlight |
| Tape Measure (10' or greater) | Volt/Ohm Meter |
| Toner Tracer (effective 9/1/2020 for 3 rd Year Apprentices and above) | |

(b) The Employer shall furnish all other tools as necessary and any others which he cares to furnish in the interest of better and more efficient work. Each employee shall sign for, and be responsible for reasonable care of, tools furnished him.

(c) The Employer shall either pay for or replace any tools belonging to the Employee which are lost as a result of burglary. The Employer's responsibility shall be limited to losses from locked storage facilities provided at the job site to which the Employee is assigned. This also applies to the shop or warehouse of the Employer, locked Employer's vehicle and the cost shall not exceed one thousand dollars (\$1,000.00) per man. Satisfactory proof of loss must be provided by the Employee claiming relief under this Article. Proof Being: A police report giving approximate time and place of theft. A complete list of all personal tools (make and model numbers) presented by the employee, to be kept on file by the employer. This can be done by way of: written list, photograph, video tape.

Section 4.12: All protective clothing and equipment shall be thoroughly cleaned and disinfected or sterilized before transferred for use from one Employee or person to another. All hard hats shall have new head bands when being issued to workmen.

Section 4.13: There shall be no limitation as to the amount of work a man shall perform during a working day. However, no employee shall work more than sixteen (16) hours a day, except in cases of emergency to protect life and/or property.

Section 4.14: There shall be no restriction of the use of machinery or tools by the Union except employees shall not be required to use Powder Actuated Tools.

Section 4.15: Materials on the job site shall be handled by the bargaining unit employees covered by this Agreement so long as it is not in conflict with any International Agreement of the IBEW, however, nothing shall prohibit others from making the initial delivery of materials or equipment to the area where the equipment will be installed on a job site. A vendor or distributor shall not perform or assist in the performance of installation of any communications apparatus. No communications apparatus will be delivered to its exact point of final installation.

Section 4.16: On all hazardous jobs where employees represented by the Union are required to work on radio or television towers in excess of fifty feet (50') working height of the structure, smoke stacks or where gas masks are required, such employees shall be paid an additional fifty percent (50%) for such work and on which all standard safety laws shall be complied. Where there is doubt as to the hazardous nature of the work, it shall be referred to the Business Manager of the Union and the Employers' representative for settlement.

Section 4.17 (a) When an Employee is called away from home after his normal day is completed, he shall receive four (4) hours straight time pay or time and one-half, whichever is greater.

(b) When an Employee is "on call", he shall receive one hour's pay for each day (Monday through Sunday including Holidays). If called, he shall receive either the prevailing rate or the "on call" pay whichever is greater.

Section 4.18 Employers 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 being requested for employment as a Foreman. Upon such request, the Business Manager shall refer said individual provided the name appears on the highest priority group.
- (c) When the Employee is called as a Foreman, he must remain in that capacity for 1000 hours.

ARTICLE V

APPRENTICESHIP AND TRAINING

Section 5.01: The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapters of the National Electrical Contractors Association (NECA) and the Local Unions of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Telecommunications Installer/Technician Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

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

Section 5.02: Where the JATC elects to establish a subcommittee, an equal number of members (three) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

Subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill unexpired terms shall likewise be in writing. The subcommittee, where one is established by the JATC, shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges.

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

Section 5.03: The subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Local Labor Management Committee for resolution.

Section 5.04: Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

Section 5.05: All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

Section 5.06: The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all Telecommunications Installer/Technician apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job-training assignments. The JATC, or its subcommittee, shall have the authority to transfer any apprentice, as it deems necessary or appropriate.

Section 5.07: The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, unless the individual has properly reapplied for the apprenticeship program and been selected. The individual shall not be permitted to be classified as a Journeyman Installer/Technician, or provided any other classification under this agreement, until two years after they should have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

Section 5.08: Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of two apprentices to one Journeyman Installer/Technician. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the two-to-one ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Section 5.09: Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than three years of related training.

Section 5.10: The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Telecommunications Journeyman Installer/Technician Apprenticeship and Training Standards.

Section 5.11: The apprentice is to be under the supervision of a Journeyman Installer/Technician, a Journeyman Technician level employee, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. Journeyman Installer/Technicians and Journeyman Technicians are not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Journeyman Installer/Technician, Journeyman Technician or Supervisor is required to leave or is absent from the job.

Section 5.12: The employer shall contribute to the local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.13: Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Journeyman Installer/Technicians to work in the jurisdiction covered by this agreement.

Section 5.14: All Employers subject to the terms of this Agreement shall contribute an amount to be determined by the local bargaining parties to the local apprenticeship and training trust agreement provided that local apprenticeship has a telecommunications program compliant with this Article. 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. If no compliant program is present, then no contribution is required. If there is an active local NJATC-recognized or equivalent Telecommunications/VDV installer apprenticeship program in the jurisdiction of the site local union, then the JATC contribution shall be paid to that NJATC-recognized or equivalent apprenticeship program.

ARTICLE VI

EMPLOYER CONTRIBUTIONS AND DEDUCTIONS

Section 6.01: It is agreed that in accord with the National 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 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 his 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 the 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 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 appropriate collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employers Benefit Agreement and Trust shall also constitute a breach of this Labor Agreement.

Section 6.02: All Employers subject to the terms of this Agreement shall contribute to all funded health and welfare related funds established by the parties in the Local Union jurisdiction from which the employee was referred or assigned. Contributions shall be made on all hours worked in the preceding month by all employees covered by this Agreement. The health and welfare contribution rate shall be determined by the trustees of the fund. Contributions shall be due the appropriate trust fund by the same date as the payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

Whenever the trustees of a health and welfare trust fund request an increase in the contribution rate, the parties agree to increase the same by an equal reduction elsewhere within the JIT Total Package as determined by the applicable Local Union's bargaining unit employees. An equal reduction shall be defined as the amount which yields the same total wage and fringe benefit package.

The Employer hereby accepts, and agrees to be bound by the applicable trust agreement as well as all actions taken by the respective trustees in the administration of said funds pursuant to the provisions of the trust agreements.

Section 6.03: All Employers subject to the terms of this Agreement shall contribute to the pension fund(s) established by the parties in the Local Union jurisdiction from which the employee was referred or assigned.

Contributions shall be made on all hours worked in the preceding month by all Journeymen Installer/Technicians and apprentices above the 2nd period covered by this Agreement. Contributions shall be due the appropriate trust fund(s) by the same date as the payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

If more than one pension trust fund is established in a particular Local Union jurisdiction, it is agreed that contributions shall be allocated among the established funds in a manner mutually agreed upon by the Business Manager of the Local Union and the corresponding NECA Chapter Manager.

Increases in pension contribution rates shall occur only on the effective dates of previously negotiated wage and/or fringe benefit increases.

The Employer hereby accepts, and agrees to be bound by the applicable trust agreement as well as all actions taken by the respective trustees in the administration of said funds pursuant to the provisions of the trust agreements.

Section 6.04: If the total wage and fringe benefit package for the appropriate classification in the local union jurisdiction where the work is performed is higher than the total wage and fringe benefit package in the employee's referring local union, the difference shall be converted to dollars and added to the employee's hourly wage rate to the extent necessary to establish an equivalent total wage and fringe benefit package as to that of the higher of the two total wage and fringe and benefit packages.

Section 6.05: (a) 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 USC § 175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 USC § 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 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 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.

(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 NLMCC, as provided in said Agreement and Declaration of Trust.

(c) Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The local chapter of the National Electrical Contractors Association, or its designee, shall be the collection agent for this Fund.

(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 fifteen percent (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 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 6.06: Each employer shall also contribute to the local Labor-Management Cooperative Committee established in the jurisdiction where the work is being performed. The contribution rate and the method of payment will be specified in the Inside Agreement between the applicable local parties.

Section 6.07: Upon receipt of written authorization from an employee, the Employer shall deduct and forward employee contributions to the IBEW Committee on Political Education (COPE) of the AFL-CIO. The amount to be deducted and the method of payment will be specified in the Inside Agreement between the applicable local parties. If COPE deductions are not provided for in the corresponding Inside Agreement, they will not be required by this Agreement.

Section 6.08: 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 By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 6.09: 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:

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.

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 the Agreement on the part of the individual Employer.

Section 6.10: The Employer shall contribute per hour for each hour worked under this Agreement to the “Administrative Maintenance Fund” of the local chapter of the National Electrical Contractors Association. Effective with this agreement the Employer shall contribute eighteen cents (\$.18) per hour for each hour worked under this Agreement in Local 153, and Local 531, fifteen cents (\$.15) per hour for each hour worked under this agreement in Local 16, and an amount equal to one-half of one percent (0.5%) of the gross monthly labor payroll paid to the employees in this bargaining unit for work under this agreement in Locals 305, 481, 668, 725, 855, and 873 to the “Administrative Maintenance Fund” of the local chapter of the National Electrical Contractors Association. All such contributions shall be forwarded monthly, on or before the fifteenth (15th) day of the month following the month in which the work was performed.

The fund shall expend its revenue for the purpose of administering the collective bargaining agreement including, but not limited to, collective bargaining negotiations, the processing of grievances, and all other management duties and responsibilities created by this Agreement. No part of the funds collected under this Trust shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers or its local unions. The Fund shall be administered by NECA.

The failure of any participating Employer to contribute the proper amount to the Administrative Maintenance Fund as required shall be considered a breach of this Agreement. Contributions to the Fund shall be subject to the same delinquency requirements as set forth in Section 6.03(d) of this Agreement. The Fund shall have the sole responsibility for the enforcement of this provision.

Section 6.11: If a jurisdiction has a Supplemental Unemployment Benefit Fund present in their Inside Agreement, the Local Union may utilize the language of that provision of their Inside Agreement to allocate monies from their Telecommunications total package into that fund according to the terms (but not necessarily the amount) contained within the Inside Agreement.

ARTICLE VII

REMITTANCES BY EMPLOYERS

Section 7.01: The Employer shall complete and submit a separate monthly payroll report for each Local Union where work was performed during the previous month. All remittances specified in Articles V and VI of this Agreement, with the exception of health and welfare and local pension contributions, shall be made to the various funds or organizations specified in the corresponding Inside Agreement where the work was performed. Health and welfare and local pension contributions shall be remitted to the funds in the Local Union from which the employees were referred (provided the referring Local Union is signatory to this Agreement).

Section 7.02: Monthly payments required by this Agreement must be received in each of the respective offices no later than the fifteenth (15th) day of the month following the month for which payment is made. However, if the fifteenth (15th) of the month falls on Saturday, Sunday or a holiday, the payment will not be considered delinquent if received on the next regular work day following the fifteenth (15th) day of the month or if postmarked on or before the fifteenth (15th) of the month. Such payments shall be made by check, draft, or money order.

The payments must be accompanied by a completed form showing the name and social security number of each employee, the number of hours worked per the reporting period by each employee, the gross monthly payroll of each employee and the total amount of remittance due each Fund covered by the checks.

Section 7.03: (a) In the event an Employer fails to withhold said sums or fails to pay such as above outlined, then the Union shall have the option, upon seventy-two (72) hours written notice to such delinquent Employer, and with a copy of same to NECA, to direct its members to cease work for the Employer. The parties to this Agreement agree that such action will not be in violation of Article I, Section 1.04.

(b) The Trustees, Administrators, Officers or Directors respectfully of the Union and the several Funds may, for the purpose of collecting any payments required to be made including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

Section 7.04: The Association and the Union and all Employers covered by this Agreement agree to be bound by all the terms of the Trust Agreements creating the Funds referred to in Articles V and VI above, and any other jointly administered funds established pursuant to Section 302 of the Labor-Management Relations Act of 1947, as amended.

ARTICLE VIII

REFERRAL PROCEDURE

Section 8.01: 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 the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 8.02: The Local Union shall be the sole and exclusive source of referral of applicants for employment.

Section 8.03: The Employer shall have the right to reject any applicant for employment.

Section 8.04: The Local Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedures.

Section 8.05: The Local 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.

GROUP I All applicants for employment who have three (3) or more years of experience in the trade, are residents of the normal commuting area constituting the normal labor market, have passed a Sound and Communication Journeyman Installer/Technician examination given by a duly constituted local union of the IBEW or have been certified as a Sound and Communication Installer/Technician by any area Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last three (3) years in the normal commuting area covered by the local union.

GROUP II All applicants for employment who have three (3) or more years of experience in the trade and who have passed a Sound and Communication Installer/Technician examination given by a duly constituted local union of the IBEW or have been certified as a Sound and

Communication Installer/Technician by any area Joint Apprenticeship and Training Committee.

GROUP III An applicant who has a minimum of two (2) years of experience in the communication industry, but does not meet the requirements of GROUP I or GROUP II.

GROUP IV An applicant who does not meet the requirements of GROUPS I, II, or III.

Section 8.06: If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (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 8.07: 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 8.08: Experience in the trade is defined as performing work covered by the Scope of this Agreement.

Section 8.09: Normal construction labor market is defined to mean the geographical area as depicted in the following local union jurisdictions plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured.

| | | | | | |
|------|------------|------|--------------|------|-------------|
| #16 | Evansville | #481 | Indianapolis | #725 | Terre Haute |
| #153 | South Bend | #531 | LaPorte | #855 | Muncie |
| #305 | Fort Wayne | #668 | Lafayette | #873 | Kokomo |

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

Section 8.10: Resident means a person who has maintained his permanent home in the normal commute area of the applicable Local Union 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 8.11: 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 Sound and Communication Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three (3) years of experience in the trade.

Section 8.12: The Local Union shall maintain an Out-of-work list which shall list the applicants within each GROUP in chronological order of the dates they register their availability for employment.

Section 8.13: An applicant who is hired and who received, through no fault of his own, work of forty (40) hours or less shall, upon registration, be restored to his appropriate place within his GROUP.

Section 8.14: 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.

Section 8.15: The only exception which shall be allowed in this order of referral is as follows: 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.

Section 8.16: Appeals Committee is hereby established composed of one member appointed by the Local Union, one member appointed by the Local NECA Chapter and a Public member appointed by both these members.

Section 8.17: 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 applicable Local Union of Sections 8.04 through 8.15 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 applicable Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decision shall be in accord with this Agreement.

Section 8.18: A representative of the applicable local NECA Chapter designated to the Union in writing shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 8.19: A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the office of the applicable Local Union and in the offices of the Employers who are parties to this Agreement.

Section 8.20: Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreements between the parties.

ARTICLE IX

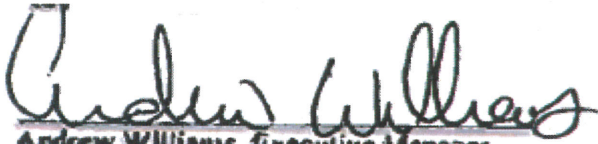
PRIOR AGREEMENTS - EFFECT OF LAW

Section 9.01: This Agreement shall constitute the only Agreement between the parties and all prior agreements entered into, either written or verbal, are hereby declared to be null and void.

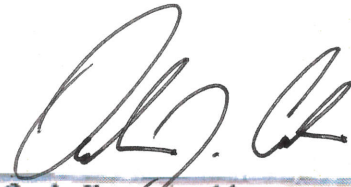
Section 9.02: Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

INDIANA COUNCIL OF CHAPTERS, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION



Andrew Williams, Executive Manager
Central Indiana Chapter, NECA

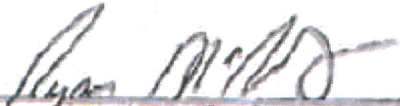


Adam Cook, Executive Manager
Southern Indiana Chapter, NECA

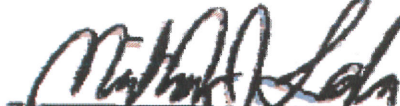


Matthew LaFree, Executive Manager
Northern Indiana Chapter, NECA

STATE OF INDIANA COORDINATING COUNCIL, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS



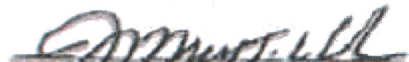
Ryan McRoberts, Business Manager
IBEW Local 16



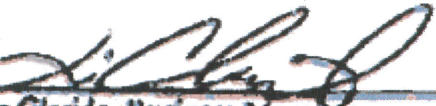
Mike Leda, Business Manager
IBEW Local 153



Rip Howard, Business Manager
IBEW Local 305



Jeff Wheeler, Business Manager
IBEW Local 481



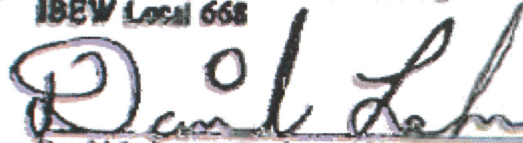
Tim Cloridin, Business Manager
IBEW Local 531



Jermale Pomson, Business Manager
IBEW Local 668



Jim Fellows, Business Manager
IBEW Local 725



David Lehman, Business Manager
IBEW Local 855



Mike Young, Business Manager
IBEW Local 873

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

November 21, 2023

Kenneth Cooper,
International President

This approval does not make the
International a party to this agreement.


APPENDIX A


IBEW Indiana Jurisdictional Map

INDIANA

Inside Jurisdiction

Prepared by IBEW, Education and Research Department, June 2003.
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IN-Inside (ad)

 links to jurisdiction as stated in part in the bylaws.

 links to information in local union directory.

LU 153: See Michigan map
for additional jurisdiction.

697
 

LU 538: See Illinois map
for additional jurisdiction.

LU 725: See Illinois map
for additional jurisdiction.

LU 16: See Illinois map
for additional jurisdiction.

LU 212:
See Ohio map for
additional jurisdiction.
See Kentucky map for
additional jurisdiction.

