

**Revised May 31, 2021**

# **INSIDE CONSTRUCTION AGREEMENT**

**NEWARK DIVISION,  
Central Ohio Chapter, NECA, Inc.**

and

**LOCAL UNION NO. 1105  
International Brotherhood of Electrical Workers**

**May 31, 2021 – May 26, 2024**

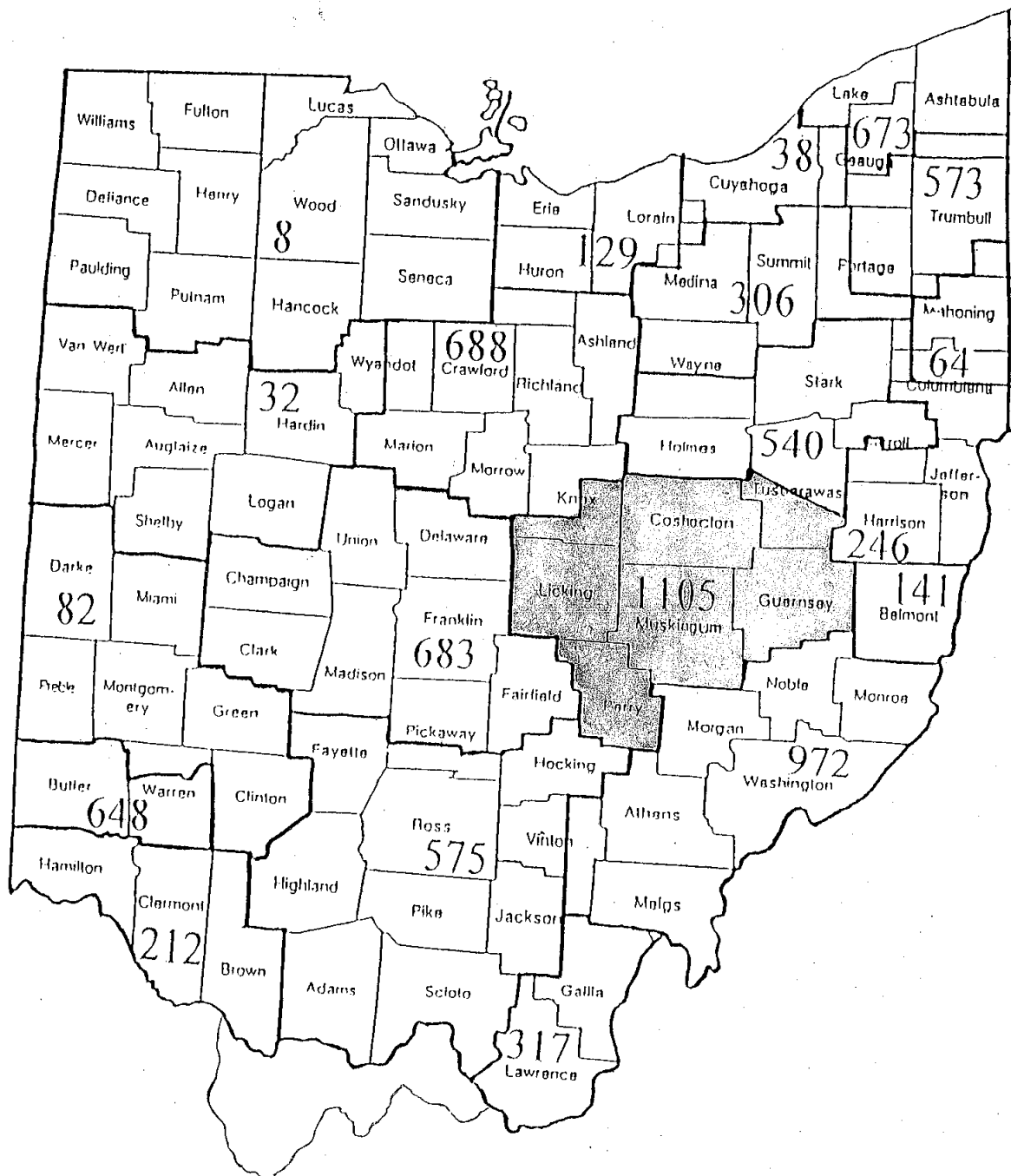
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## N.E.C.A. / I.B.E.W. Inside Jurisdictional Map



In the state of Kentucky,  
the counties of Fleming, Greenup, Lewis and Mason.

# INSIDE CONSTRUCTION AGREEMENT

Agreement by and between the Newark Division of the Central Ohio Chapter, NECA, Inc. of the National Electrical Contractors Association (NECA), Inc. and Local Union No. 1105, International Brotherhood of Electrical Workers (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 Newark Division, Central Ohio Chapter, NECA, Inc. and the term "Union" shall mean Local Union No. 1105, 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:

## POLICY STATEMENTS

### Policy of Non-Discrimination

Neither the Chapter, the Employer, the Union, or the Employees will in any way authorize, ratify, encourage or otherwise support any act or conduct that would be contrary to the Civil Rights Act of 1964, as amended, or any other State or Federal laws providing for Equal Employment Opportunity and prohibiting discrimination because of race, color, national origin, religion, sex or age.

### Policy on Sexual Harassment

The Newark Division of the Central Ohio Chapter, NECA, Inc., and Local Union No. 1105, IBEW, as part of our policy of non-discrimination in employment, we maintain there shall be no discrimination in employment, we maintain there shall be no discrimination in the Employer-Employee relationship on account of sex. Sexual discrimination is interpreted to include harassment, coercion, intimidation, improper gestures, lewd language, or offensive behavior of any kind.

We will not tolerate such sex-based discrimination, and all those working in a supervisory capacity are responsible for assuring that they and all other Employees comply with this policy.

The texts of Federal laws and regulations prohibiting sexual harassment are found in Section 703 of Title VII of the Civil Rights Act of 1964, and Section 1604.11 of the regulations thereof, as well as 41 CFR, Chapter 60-20 of Executive Order 11246.

Employees having concerns regarding the policy or regulations are requested to contact their immediate supervisor or the Local Union office.

# ARTICLE I

## Standard CIR

### Effective Date / Changes / Grievances / Disputes

#### **EFFECTIVE DATE:**

**Section 1.01** This Agreement shall take effect May 31, 2021 and shall remain in effect until May 24, 2024 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

#### **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.

**Section 1.02(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.

**Section 1.02(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.

**Section 1.02(D)** Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20<sup>th</sup> 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.

**Section 1.02(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.

**Section 1.02(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.

**Section 1.10** Any grievance which is not brought to the attention of responsible opposite parties to this Agreement in writing within thirty (30) working days of its occurrence shall be deemed to no longer exist. (Time requirement does not apply to fund contributions or deductions as required under this Agreement.)

## **ARTICLE II**

### **Employer Rights / Union Rights**

**Section 2.01** Certain qualifications, knowledge, experience and proof of 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 place of business, a suitable financial status to meet payroll requirements, and employing not less than one Journeyman Wireman.

## **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.

**FAVORED NATIONS:**

**Section 2.03** 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.

**FOREMAN CALL-OUT BY NAME:**

**Section 2.04** The employer shall have the right to call a Foreman by name provided:

- A) The employee has not quit or been discharged from his/her Local Union No. 1105 signatory Employer.
- B) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the highest priority group.
- C) When an employee is called as a Foreman, he must remain as a Foreman for 500 hours or must receive a reduction in force.

**JOURNEYMAN RECALL:**

**Section 2.05** An Employer is permitted to recall for employment a former Employee no matter where his/her position is on the out-of-work list. The recall right shall only apply to Group 1 applicants registered on the out-of-work list. Apprentices shall be excluded from this provision. When the Employer is exercising this right, the following conditions are to be met:

- A) The recall is made within 90 days from the date when the Journeyman Wireman or Construction Electrician signs the Book.
- B) The Journeyman Wireman or Construction Electrician has not quit or been discharged from his/her previous Local Union 1105 signatory Employer.
- C) The Employer shall notify the Business Manager, in writing, of the Journeyman Wireman or Construction Electrician who is to be requested for employment.
- D) The Employer may not furlough an Employee for more than 10 working days in a 30-day working period.
- E) The Journeyman Wireman or Construction Electrician has signed the Parties recall participation form. The Employer will be notified at time of referral if a recall participation form is on file at the Local Union 1105 Offices.



## **NON-RESIDENT EMPLOYEES:**

**Section 2.06** 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.

**Section 2.07** A journeyman wireman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision.

## **UNION RECOGNITION:**

**Section 2.08(A)** The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

**Section 2.08(B)** 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.

## **UNION SECURITY:**

**Section 2.09** All employees covered by this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment, or the effective date of this Agreement, whichever is later.

**Section 2.10** No applicant or employee, while he remains subject to employment by Employers operating under this Agreement, shall be recognized as a contractor for the performance of any electrical work.

## **APPOINTMENT OF STEWARDS:**

**Section 2.11** 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. The local union will notify the Employer in writing of all shop Steward appointments. 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 the Employer because of faithful performance of his duties as Steward. The Employer will give the Local Union Business Manager 24-hour written notification prior to the layoff or transfer of a Steward.

## **UNION RIGHT TO DISCIPLINE MEMBERS:**

**Section 2.12** The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

## **UNION JOB ACCESS:**

**Section 2.13** The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workmen are employed under the terms of this Agreement to see that the terms of this Agreement are complied with.

**Section 2.14(A)** This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its representatives decides to do so; but no removal shall take place until timely notice is first given to the Employer involved.

**Section 2.14(B)** When such removal takes place, the Union or its representatives 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 by the Employer.

## **ANNULMENT / SUBCONTRACTING:**

**Section 2.15** 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 his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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.

## **EMPLOYER WORKING WITH THE TOOLS:**

**Section 2.16** The Employer owner(s) may work with the tools, provided they hold the classification of Journeyman Inside Wireman and are paid wages and all applicable fringe benefits as provided for in Articles III and VI of the Inside Collective Bargaining Agreement. Payments shall be made on all hours worked under the terms and conditions of this Agreement. The working member of the firm must be identified in writing and submitted to the Local Union.

## ARTICLE III

### Hours / Wage Payment / Working Conditions

#### **HOURS:**

**Section 3.01** Eight (8) hours work between the hours of 6:00 A.M. and 4:30 P.M. with a lunch period of no less than thirty (30) minutes shall constitute a workday. The lunch period shall be scheduled to begin five (5) hours after the scheduled starting time. The workday may be varied by mutual consent between the Employer and the Union.

Forty (40) hours within five (5) workdays, Monday through Friday inclusive, shall constitute a workweek. When a third shift, as provided in Section 3.09 of this Agreement is scheduled, the workweek may begin at 12:30 A.M. or 8:00 A.M. Monday as determined on a job-by-job basis.

#### **FOUR 10-HOUR DAYS:**

**Section 3.02** The Employer, with 48 hours prior notice to the Union, may institute a work week consisting of four consecutive ten-hour days between the hours of 7:00 am and 6:00 pm, Monday through Thursday, with one-half hour allowed for lunch period. After ten (10) hours in a workday or 40 hours in a work week, overtime shall be paid at a rate of one and one half times the regular rate of pay

Friday may be used as a make-up day, and if utilized, a minimum of eight (8) hour's work must be scheduled. The make-up day does not apply to one individual, but the entire crew on the job. The make-up day may be utilized for time lost due to holidays, inclement weather or extenuating circumstances out of the control of the Employees. In order for the holiday to qualify for a make-up day, the job has to be working a four-10's schedule before the holiday. No Employee shall be penalized for not working a make-up day.

#### **OVERTIME / HOLIDAYS:**

**Section 3.03** All work performed outside the regularly scheduled working hours shall be paid for at one and one-half (1 ½) times the regular straight time rate of pay. All work performed on Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double the regular straight time rate of pay.

**Section 3.04** Employees shall be allowed a lunch period of at least twenty (20) minutes, without loss of pay, at the end of any period of six (6) consecutive hours worked.

**Section 3.05** No work shall be performed on Labor Day except in cases of emergency and then only after permission is granted by the Business Manager of the Union.

#### **CLASSIFICATIONS / WAGES:**

**Section 3.06(A)** The minimum hourly rate of wages shall be as follows:

| Effective Date:       | <u>5-31-2021</u> | <u>5/30/2022</u>                | <u>5/29/2023</u> |
|-----------------------|------------------|---------------------------------|------------------|
| JW                    | \$34.25          | 35.75                           | 37.25            |
| JOURNEYMAN TECHNICIAN |                  | 100% OF JOURNEYMAN WIREMAN RATE |                  |
| FOREMAN               |                  | 110% OF JOURNEYMAN WIREMAN RATE |                  |
| GENERAL FOREMAN       |                  | 115% OF JOURNEYMAN WIREMAN RATE |                  |

**APPRENTICE WIREMAN – SIX (6) PERIODS**

|                        |                                |
|------------------------|--------------------------------|
| 1 <sup>ST</sup> PERIOD | 40% OF JOURNEYMAN WIREMAN RATE |
| 2 <sup>ND</sup> PERIOD | 45% OF JOURNEYMAN WIREMAN RATE |
| 3 <sup>RD</sup> PERIOD | 55% OF JOURNEYMAN WIREMAN RATE |
| 4 <sup>TH</sup> PERIOD | 65% OF JOURNEYMAN WIREMAN RATE |
| 5 <sup>TH</sup> PERIOD | 70% OF JOURNEYMAN WIREMAN RATE |
| 6 <sup>TH</sup> PERIOD | 80% OF JOURNEYMAN WIREMAN RATE |

**Section 3.06(B)** The listed minimum hourly rates are based on the wage formula given above and apply to work covered by this Agreement.

| Effective Date:                      | <u>5-31-2021</u> | <u>5-30-2022</u> | <u>5-29-2023</u> |
|--------------------------------------|------------------|------------------|------------------|
| GENERAL FOREMAN<br>(115% of JW Rate) | 39.39            | 41.11            | 42.84            |
| FOREMAN<br>(110% OF JW Rate)         | 37.68            | 39.33            | 40.98            |
| JOURNEYMAN<br>WIREMAN                | 34.25            | 35.75            | 37.25            |
| <b>APPRENTICE WIREMAN</b>            |                  |                  |                  |
| 40% 1 <sup>st</sup> PERIOD           | 13.70            | 14.30            | 14.90            |
| 45% 2 <sup>nd</sup> PERIOD           | 15.41            | 16.09            | 16.76            |
| 55% 3 <sup>rd</sup> PERIOD           | 18.84            | 19.66            | 20.49            |
| 65% 4 <sup>th</sup> PERIOD           | 22.26            | 23.24            | 24.21            |
| 70% 5 <sup>th</sup> PERIOD           | 23.98            | 25.03            | 26.08            |
| 80% 6 <sup>th</sup> PERIOD           | 27.40            | 28.60            | 29.80            |

NOTE: For Employee benefits see Article VI.

**PAYDAY – Check or Cash:**

**Section 3.07(A)** Wages shall be paid weekly not later than quitting time on Thursday by check or cash. Pay period shall end at 12:00 midnight Sunday and not more than four (4) days may be withheld at any time. In the event he is not paid, waiting time will be paid at **four (4)** hours straight time pay for each 24 hour period or fraction thereof.

**Section 3.07(B)** Any Employee who is laid off or discharged is to be paid all his wages immediately. However, if the discharge is outside the normal work hours, then the Employer has the option to mail all the wages due to said Employee(s) on the next business day. In the event the due wages do not arrive at the Union office on the next regular payday, waiting time will be paid at **four (4)** hours straight time pay for each 24 hour period or fraction thereof.

**PAYDAY – Electronic Deposit:**

**Section 3.07(C)** The Employer may implement an electronic payroll system. When a system is implemented by the Employer, the Union is to be notified. When an Employer uses an electronic payroll system, wages shall be deposited to be received by the Employees not later than quitting time on Wednesday. The pay period shall run Monday to Sunday, with the following Wednesday being payday,

unless a holiday falls on Monday, Tuesday or Wednesday, then payday will be Thursday. In the event payment is not made, waiting time will be paid at **four (4)** hours straight time pay for each 24 hour period or fraction thereof.

Any Employee laid off or discharged shall have their wages due electronically transferred to their account within 24 hours. Employees who quit will receive their wages at the next payroll period. In the event payment is not made, waiting time will be paid at **four (4)** hours straight time pay for each 24 hour period or fraction thereof.

Employers using an electronic payroll system are to provide a listing of all contributions and deductions. This payroll information, if mailed, is to be postmarked no later than payday.

Employers using an electronic payroll system, when terminating an Employee, will list the number of wage hours due on the termination slip.

An Employee using an electronic payroll system assumes all responsibility to protect their Employees' personal information.

### **TERMINATION SLIP:**

**Section 3.08** Upon termination of an Employee, the Employer is to issue a termination slip. Copies of the slip are to be provided as follows: one copy for the Employee, one copy for the Employer and one copy for the Union. The Employee shall receive a termination slip at the time of separation, stating the date and reason for termination. Said termination slips are to be approved by both parties and will be provided by the Association.

### **SHIFT WORK:**

**Section 3.09** 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 am and 4:30 pm. 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 pm and 1:00 am. 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 am and 9:00 am. 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 am 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.

**CREW SCHEDULE:**

**Section 3.10** The following schedule of supervision shall apply on all jobs.

| <u># of</u><br><u>JW on job</u> | <u>Foreman</u> | <u>General</u><br><u>Foreman</u> |
|---------------------------------|----------------|----------------------------------|
| 1                               |                |                                  |
| 2                               |                |                                  |
| 3                               | 1              |                                  |
| 4                               | 1              |                                  |
| 5                               | 1              |                                  |
| 6                               | 1              |                                  |
| 7                               | 1              |                                  |
| 8                               | 1              |                                  |
| 9                               | 1              |                                  |
| 10                              | 1              |                                  |
| 11                              | 1              |                                  |
| 12                              | 2              |                                  |
| 13                              | 2              |                                  |
| 14                              | 2              |                                  |
| 15                              | 2              |                                  |
| 16                              | 2              |                                  |
| 17                              | 2              |                                  |
| 18                              | 2              |                                  |
| 19                              | 2              |                                  |
| 20                              | 2              |                                  |
| 21                              | 2              |                                  |
| 22                              | 2              | 1                                |
| 23                              | 2              | 1                                |
| 24                              | 2              | 1                                |
| 25                              | 2              | 1                                |
| 26                              | 2              | 1                                |
| 27                              | 2              | 1                                |
| 28                              | 2              | 1                                |
| 29                              | 2              | 1                                |
| 30                              | 2              | 1                                |
| 31                              | 2              | 1                                |
| 32                              | 3              | 1                                |
| 33                              | 3              | 1                                |
| 34                              | 3              | 1                                |
| 35                              | 3              | 1                                |
| 36                              | 3              | 1                                |
| 37                              | 3              | 1                                |
| 38                              | 3              | 1                                |
| 39                              | 3              | 1                                |
| 40                              | 3              | 1                                |
| 41                              | 3              | 1                                |
| 42                              | 4              | 1                                |
| 43                              | 4              | 1                                |
| 44                              | 4              | 1                                |
| 45                              | 4              | 1                                |
| 46                              | 4              | 1                                |
| 47                              | 4              | 1                                |
| 48                              | 4              | 1                                |
| 49                              | 4              | 1                                |
| 50                              | 4              | 1                                |
| ETC...                          |                |                                  |

When three (3) Journeyman are employed on one job, one shall be designated Foreman. When more than eleven (11) Journeymen are employed on a job, an additional Foreman shall be designated. An additional Foreman shall be appointed for every ten (10) additional Journeyman employed on a job. A Foreman may work with the tools.

When three (3) Foreman are designated on one job, one shall be designated as General Foreman and he shall supervise the other Foreman. All General Foreman and Foreman must be employed under the terms of this Agreement and shall be designated by the Employer. A General Foreman shall not work with the tools.

Should an Employer elect to designate an employee to supervise or coordinate separate jobs, commonly referred to as shop jobs, such employee shall be selected from among those workmen employed under the terms of this Agreement, shall work under the terms of this Agreement, and shall be paid no less than Foreman wages.

**Section 3.11** On jobs having a Foreman, workers are not to take directions or orders, or accept the layout of any job from anyone except the Foreman.

**Section 3.12** No Foreman or General Foreman, while he has supervisory responsibility on a job, may at the same time perform work on another job.

**Section 3.13** Any employee being laid off shall be given two (2) hours notice. He shall be permitted necessary time to gather his tools and personal belongings. However, he shall continue his assigned work during any time for which he is paid.

#### **SHOW-UP PAY:**

**Section 3.14** When employees are directed to report to a job and do not work due to lack of material or other causes beyond their control, they shall receive two (2) hours' pay. If work is started, workmen shall receive at least two (2) hours' pay.

**Section 3.15** When the Employer has no permanent shop located in the jurisdiction of the Union, then under such circumstances Zanesville, Ohio, shall be considered the city in which the shop is located.

#### **TOOL LIST:**

**Section 3.16** Employees shall provide themselves with the following tools, as a minimum and, these shall be in safe working order:

|                                |  |
|--------------------------------|--|
| Knife                          | Plumb bob                              |
| Pencil                         | Pocket level                           |
| Side cutters (Lineman)         | Combination square                     |
| Diagonal side cutters          | Six-foot folding rule (Non-conductive) |
| Long-nose pliers               | Flashlight                             |
| 2 tongue & groove pliers       | Hammer                                 |
| Adjustable wrench              | 2-Phillips screw drivers (#2 and #3)   |
| Inductance tester (tic tester) | 3 Standard screw drivers (4", 6", 12") |
| Hacksaw fame                   | Sta-kon pliers                         |
| Center punch                   | Wire strippers                         |



|   |                             |
|---|-----------------------------|
| Hand-held nut drivers ¼" to ½"                              | Tool box or tool bag        |
| Allen wrenches ⅛" – ⅜"                                      | 25-foot Tape measure        |
| Combination wrenches ¼" – 9/16" (ratchet, regular, or both) | Holding screw drivers       |
| Tin snips   | Multi-meter                 |
| Vise grips  | Holding screw drivers       |
| Tap handle  | Small tweaker screw drivers |
| Anti-dog  | Protractor/angle finder     |

**First-year Apprentices at a minimum are to have the following tools:**

|                        |  |
|------------------------|--|
| Knife                  | Adjustable wrench                      |
| Hacksaw frame          | Six-foot folding rule (non-conductive) |
| Hammer                 | 25-foot Tape measure                   |
| Side cutters (Lineman) | 2 Tongue & groove pliers               |
| Pocket level           | 2 Phillips screw drivers (#2 and #3)   |
| Pencil                 | 3 Standard screw drivers (4", 6", 12") |
| Tool box or tool bag   |  |

All tools shall be checked at the time of hire by the Employer.

**Section 3.17** The Employer shall furnish all other tools and/or equipment necessary to the safe and efficient performance of the job. Ladders, scaffolds, ropes and rigging, and all equipment, including safety equipment, furnished by the Employer shall comply with the Ohio State Safety Code and Regulations of the Ohio State Department of Commerce. Employees will be held responsible for tools and equipment issued to them, provided the Employer furnishes the necessary lockers, tool boxes or other safe places for storage, and shall be responsible for the care and efficient use of such tools and equipment.

**Section 3.18** The Employer shall replace any tools which are destroyed by fire or theft. The financial responsibility of the Employer for lost tools shall not exceed the replacement of tools listed on the above tool list, plus any additional hand tools carried by the worker, provided such additional tools have been previously approved by the Employer or his representative.

In the event of a reportable theft or fire, with permission of the Employer, the Employee shall purchase new tools and submit a receipt as proof of purchase to the Employer. Upon submission, the Employer has five (5) business working days to reimburse the Employee. If a dispute occurs or timeliness or replacement becomes an issue, the Labor-Management Committee, if the situation warrants it, may assess a twenty dollar (\$20.00) per working day cash penalty.

**Section 3.19** The electrical contractor shall provide workmen for all testing of electrical devices and equipment. However, the manufacturer of these devices and equipment may supervise the work.

**Section 3.20** Any employee performing work at heights from 50 feet to 100 feet above ground level, permanent floor or permanent roof, shall be paid 25% above journeyman straight time rate. On work above 100 feet, workman shall be paid 50% above journeyman straight time rate.

## **TRAVEL TIME:**

**Section 3.21** No traveling time shall be paid before or after working hours to employees for traveling to or from any job in the jurisdiction of the Union when employees are ordered to report on the job. On work outside of the jurisdiction of the Local Union, the Employers shall furnish transportation, board and all other necessary expenses.

If the Employee furnishes his own transportation, he shall be reimbursed at the allowable deductible amount established by the IRS. This per mile rate shall be established June 1<sup>st</sup> of each year for the twelve (12) month period.

When employees are ordered to report to the Employer's shop, the Employer shall pay for traveling time and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union. If the employee furnishes his own transportation, he shall be reimbursed at the allowable deductible amount established by the Internal Revenue Service. This per mile rate shall be established June 1<sup>st</sup> of each year for the twelve month period. No personal vehicle is to be used whatsoever for transporting of Employer's tools and materials.

**Section 3.22** On all energized circuits or equipment carrying four hundred forty (440) volts or over, as a safety measure two (2) or more journeymen must work together.

## **Emergency Work Procedures**

**Section 3.23** If the customer has an emergency situation and the customer-selected Employer needs to secure additional manpower via the hiring hall; the following procedure is to be followed:

- 1) Notification of Business Manager, and if unavailable, Assistant Business Manager;
- 2) If one can't reach the above, the Employer can call for additional manpower on his own. This additional manpower is to be prioritized as follows:
  - a) IBEW Journeyman working under the 1105 Inside Agreement;
  - b) Other electricians working under the 1105 Inside Agreement. In emergency situations, and;
- 3) If the Business Manager refers the manpower to the project, then those referred are to receive a minimum of two hours' pay at overtime rate;
- 4) If the Employer secures his own manpower, then those who accept the call will have their time start when the call is accepted by the worker. The time paid prior to reporting on the job is not to exceed one (1) hour;
- 5) When the Employer secures his own manpower, he is to notify the office of the Business Manager the morning of the first normal business day following the occurrence of the emergency situation.

**Section 3.24** 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.

Therefore, any materials, equipment, apparatus or devices to be fabricated, processed or assembled by or for the Employer, on or off the job site, shall be fabricated, processed or assembled by employees employed under the terms of this Agreement. This is not intended to prohibit the purchase of commonly marketed manufacturer produced equipment or apparatus.

**Section 3.25** All conduit shall be cut, threaded and formed only by employees employed under the terms of this Agreement.

**Section 3.26** Employees shall not be required to punch a time clock or check time brass, unless required by the Owner/Construction Manager (CM).

**Section 3.27** Employees shall be permitted sufficient time to gather and store company tools and personal belongings.

**AGE-RATIO:**

**Section 3.28** On all jobs requiring five or more Journeymen, at least every fifth Journeyman, if available, shall be 50 years of age or older.

**Section 3.29** Handling of all electrical material and equipment, beginning with the unloading at the first point of delivery on the job and continuing through its ultimate use or disposal, shall be handled by employees employed under the terms of this Agreement.

**Section 3.30** Employees may take individual thermoses of coffee, etc., to their place of work and have coffee as time and work permits.

**Section 3.31** Recognizing the Electrical Contractor's responsibility for safety to all parties involved in a construction project, as well as the public and recognizing the wireman's part of this responsibility, for the purpose of safety to persons and property, whenever electrical light and/or power is being used in the course of construction on an industrial project, workmen employed under the terms of this Agreement shall be on the job/project to install, maintain, operate, move and remove any and all equipment, apparatus or devices necessary to provide such light or power, whether temporary or permanent. This shall not apply when no productive work is being performed, and then the system shall be locked "off" for safety purposes. Electrical workers on a job/project for the purposes of this Section may be assigned normal productive work as time permits. On non-industrial work, workmen will not be required to be employed to maintain temporary light and power.

**Section 3.32** Journeyman wiremen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications. When necessary to use temporary light and/or power on any foundation for building work, such temporary work shall be installed in a safe manner under the terms of this Agreement.

**Section 3.33** The Employer shall be responsible for the providing of decent and reasonable facilities of health and sanitation, and these shall meet at least the minimum requirements set forth in the specific

safety requirements relating to the building and construction work adopted by the Industrial Commission of Ohio.

**Section 3.34** The Employer shall make necessary provisions to provide a warm, dry place for employees to eat, change clothes and store tools. The Employer shall furnish approved, palatable and potable water for drinking in approved containers.

#### **UNION DUES DEDUCTION:**

**Section 3.35(A)** 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 3.35(B)** The Employer agrees to make this deduction weekly and to pay monthly utilizing the Local Union No. 1105 fringe benefit reporting forms. Said dues deductions are to be received by the designated depository no later than fifteen (15) calendar days following the end of the calendar month.

#### **COPE DEDUCTION:**

**Section 3.36** The Employer agrees to deduct, upon receipt of a voluntary check-off authorization, five cents (\$0.05) per hour worked to a Committee on Political Education (COPE). The Employer agrees to make this deduction weekly and forward the total amount monthly utilizing the Local Union No. 1105 fringe benefit reporting forms. Said COPE deductions are to be received by the designated depository no later than fifteen (15) calendar days following the end of the calendar month.

## **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 Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

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

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

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

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

**Section 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:

All of Coshocton, Guernsey, Licking, Muskingum and Perry Counties of Ohio. Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant and College Townships in Knox County, Ohio. Auburn, York, Jefferson, Clay, Rush, Oxford, Washington, Salem, Perry, and Bucks Township in Tuscarawas County, Ohio.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage 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 three 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.

**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 Section 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.

#### **REVERSE LAYOFF:**

**Section 4.21** When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

- (a). Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group, then those in Group II, and then those in Group I.

- (b). Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15(a) is required.
- (c). Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate group in paragraph (a) above.

## **ARTICLE V**

### Standard Inside Apprenticeship and 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 qualifications, 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 qualifications 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) or fraction thereof as illustrated below.

| 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 and 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 sixty-five cents (\$0.65) per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## ARTICLE VI

### Benefits

#### **STATUTORY BENEFITS:**

**Section 6.01** 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 make contributions to the Ohio Employment Compensation Commission and shall provide payroll bond as required in Article VII of this Agreement. Proof of such coverages shall be made available upon request from the Union.

#### **CREDIT UNION PLAN:**

**Section 6.02(A)** Each Employer agrees to make deductions from the total weekly pay of each member of the IBEW whom he employs under the terms of the Agreement on the basis of individually signed authorization cards.

**Section 6.02(B)** The deduction with a monthly payroll report as may be required shall be mailed to the office of the Electrical Workers Credit Union, Inc., not later than fifteen (15) calendar days from the date on which the last wages were paid in the reporting month.

## **HEALTH AND WELFARE:**

### **4<sup>TH</sup> DISTRICT IBEW HEALTH FUND**

**Section 6.03** The Employer agrees to pay into a Welfare Fund known as the 4<sup>th</sup> District IBEW Health Fund. Effective May 31, 2021, the contribution rate is nine dollars and ten cents (\$9.10) for each hour worked by all Employees covered by this Agreement. The contributions of the Employer shall be used to provide temporary disability insurance, hospital, surgical and medical expense benefits to the eligible Employees.

The said Welfare Fund shall be administered pursuant to this Agreement and the Declaration of Trust administered jointly by representatives of affiliated NECA Chapters and the I.B.E.W. Fourth District and shall conform to all requirements of law.

### **WV-OH SUPPLEMENTAL HEALTH FUND**

**Section 6.04** The Employer agrees to pay into the WV-OH Supplemental Health Fund, forty-five cents (\$0.45) per hour for each hour worked by all Employees covered by this Agreement. Effective May 27, 2019, the contribution rate is fifty-five cents (\$0.55) per hour for each hour worked by all Employees covered by this Agreement. Effective June 1, 2020, the contribution rate is sixty cents (\$0.60) per hour for each hour worked by all Employees covered by this Agreement

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

## **NATIONAL ELECTRICAL ANNUITY PLAN (NEAP):**

**Section 6.05** It is agreed that in accord with the IBEW-District Ten-NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan (NEAP), the individual employer will forward monthly to NEAP's designated collection agent an amount equal to \$3.60 per hour worked for Journeymen and all Foremen classifications and \$1.70 per hour worked for Unindentured and all Apprentices together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than 15 calendar days following the end of each calendar month.

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

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

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

Effective January 1, 2022 the contribution rate shall be one and one-half times the straight time contribution rate per hour for any overtime hours worked at 1-1/2 or double time. The NEAP contribution rate shall not exceed 15% of the Inside Journeyman Wireman rate.

**NATIONAL ELECTRICAL BENEFIT FUND (NEBF):**

**Section 6.06** 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.

**PENSION:**

**Section 6.07(A)** All Employers subject to this Agreement shall pay monthly to the Local Union No. 683 IBEW Pension Trust Fund the sum of six dollars and seventy seven cents (\$6.77) per hour for all hours worked by the General Foreman, Foreman and Journeyman covered under Article IV of this Agreement. **The contribution rate will increase as follows:**

|                               |                               |
|-------------------------------|-------------------------------|
| <b>Effective May 31, 2021</b> | <b>\$6.77 per hour worked</b> |
| <b>Effective May 30, 2022</b> | <b>\$7.02 per hour worked</b> |
| <b>Effective May 29, 2023</b> | <b>\$7.27 per hour worked</b> |

Pension contributions for apprentices shall be per the following schedule:

|                        |   |
|------------------------|---|
| 1 <sup>st</sup> Period | No contribution                                 |
| 2 <sup>nd</sup> Period | No contribution                                 |
| 3 <sup>rd</sup> Period | 55% of the contribution rate in Section 6.07(A) |
| 4 <sup>th</sup> Period | 65% of the contribution rate in Section 6.07(A) |
| 5 <sup>th</sup> Period | 70% of the contribution rate in Section 6.07(A) |
| 6 <sup>th</sup> Period | 80% of the contribution rate in Section 6.07(A) |

**Section 6.07(B)** The parties hereto agree that they will enter into an Affiliation Agreement with the Trustees of the International Brotherhood of Electrical Workers Local Union No. 683 Pension Fund. The Chapter agrees that each Employer covered by this contract shall contribute to said fund the sum specified in Section 6.07(A) of this Agreement for each hour worked by the employees who are members of the bargaining unit represented in the administration of said Pension Fund by the Employer trustees elected as provided in the Agreement and Declaration of Trust dated May 31, 1966, as amended establishing the International Brotherhood of Electrical Workers Local Union No. 683 Pension Fund, and the Union agrees to be represented in the administration of said Pension Fund by the Union Trustees elected as provided in the Agreement and Declaration of Trust dated May 31, 1966, as amended, establishing the International Brotherhood of Electrical Workers Local Union No. 683 Pension Fund.

**Section 6.07(C)** It is further understood and agreed that participation in the International Brotherhood of Electrical Workers Local Union No.683 Pension Fund is dependent upon compliance with all of the rules and regulations promulgated by the Trustees hereof, and the parties hereto agree to abide by and comply with said rules and regulations upon and after execution of an Affiliation Agreement.

## **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**

### **Newark Electrical Contractors Administrative Fund (NECAF)**

**Section 8.01** Newark Electrical Contractors Administrative Fund, (NECAF) - Effective June 1, 2015 each Employer covered by this Agreement shall contribute to the NECAF fifteen cents (\$0.15) per hour for all hours worked by all employees covered by this Agreement. The contributions to the (NECAF)

Administrative Fund shall be forwarded monthly, no later than the fifteenth (15<sup>th</sup>) of the month following the month in which employees were employed.

The Fund shall be administered solely by the Association and all collections of the (NECAF) Administration Fund shall be the responsibility of the Association. This Fund shall be utilized to pay for Management's cost of the Labor Contract Administration and other administrative functions and expenses required of management including service on the fringe benefit and related funds. This Fund shall not be used in any manner detrimental to IBEW Local Union No. 1105 or the International Office of the IBEW.

Depository to be:

**Joint Industry Benefit Fund  
P. O. Box 163128  
Columbus, OH 43216-3128**

## **ARTICLE IX**

### Southeastern Ohio Electrical Labor-Management Cooperation Committee (SEOELMCC)

**Section 9.01** 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 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 LMCC, as provided in said Agreement and Declaration of Trust.

**Section 9.03** **Effective June 1, 2015**, each employer shall contribute thirteen cents (\$0.13) per hour worked on behalf of all Employees covered by this Agreement. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Central Ohio Chapter, NECA, Inc., 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**

### **Columbus, Mansfield, Newark, Portsmouth Labor-Management Cooperation Committee (CMNPLMCC)**

**Section 10.01** 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 purpose of this Fund includes the following:

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways 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 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 10.02** 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 CMNPLMCC, as provided in said Agreement and Declarations of Trust.

**Section 10.03** Each employer shall contribute six cents (\$0.06) per hour worked. 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 Central Ohio Chapter, NECA, Inc., or its designee, shall be the collection agent for this Fund.

**Section 10.04** 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 XI

### National Labor-Management Cooperation Committee (NLMCC)

**Section 11.01** 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:

- 8) to improve communication between representatives of labor and management;
- 9) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 10) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 11) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 12) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- 13) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 14) 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;
- 15) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 16) to enhance the involvement of workers in making decisions that affect their working lives; and
- 17) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

**Section 11.02** 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 11.03** 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 Central Ohio Chapter, NECA, Inc., or its designee, shall be the collection agent for this Fund.

**Section 11.04** 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 XII**

### **Fund Reporting**

**Section 12.01** For fund contributions required under this Agreement, all Employers signatory to this Agreement (effective July 1, 2011) will utilize the electronic system selected by the Association from the NEBF service provider list and approved by the IBEW Local Unions affiliated with the Central Ohio Chapter. The funds and report are to be received not later than the fifteenth (15<sup>th</sup>) of the month following the month in which workmen performed work for an Employer.

The parties have a three check system.

For the following funds, one check will be made payable to **Joint Industry Benefit Fund (JIBF)**:

NEAP – National Electrical Annuity Plan

NEBF – National Electrical Benefit Fund

NEIF – National Electrical Industry Fund

NECAF – Newark Electrical Contractors Administrative Fund

Southeastern Labor-Management Cooperation Committee

CMNPLMCC – Columbus, Mansfield, Newark, Portsmouth Labor-Management Cooperation Committee

For the following funds, one check will be made payable to **American Benefit FBO Health Fund**:

4<sup>th</sup> District IBEW Health Fund

OH-WV Supplemental Health Fund

For the following funds and deductions, one check will be made payable to **IBEW Local 683 Benefits**

**Depository:**

IBEW 683 Pension Fund

JATC – Joint Apprenticeship & Training Committee

COPE – Committee on Political Education

IBEW Local Union 1105 Working Dues

Note: Credit Union Deductions are transmitted directly to the Electrical Workers Credit Union, Inc. per their procedure.

## **ARTICLE XIII**

### Bonding and Delinquency Procedure for all Contributions or Deductions

**Section 13.01** Each Employer who employs Union members pursuant to this Agreement shall make all payments for fringe benefits and dues check-off on a monthly basis in the form and manner prescribed by the respective central Ohio depository funds. Said payments shall be received no later than the 15<sup>th</sup> of the month following the month in which workmen performed work for an Employer. It shall be the obligation of each Employer to submit a monthly report even if no Union Members are employed during the reported month and to request additional forms when required. There shall be no obligation to notify the Employer of a delinquency.

**Section 13.02(A)** A participating Employer shall be considered delinquent in the payment of contribution if he:

- 1) fails to complete the electronic reporting system and the contributions detailed therein by the close of business on the due date, or
- 2) fails to submit contributions on behalf of all the employees for whom contributions are required by the underlying collective bargaining agreement, or
- 3) fails to compute properly the contributions according to the required contribution formula specified in the underlying collective bargaining agreement.

**Section 13.02(B)** Individual Employers who fail to remit all monies due pursuant to this Agreement either as contributions or deductions shall be subject to the following delinquency procedure:

(a) as liquidated damages, in addition to the full amount due in accordance with the Agreement, an amount equal to:

- |   |                                     |
|---|-------------------------------------|
| 1) First violation of Section 13.01                 | \$100.00 in liquidated damages      |
| 2) Second violation of Section 13.01                | \$250.00 in liquidated damages      |
| 3) Third and all future violations of Section 13.01 | \$500.00 each in liquidated damages |

(b) as interest on all such delinquent contributions which remain unpaid for each succeeding month(s), an amount equal to the monthly interest on such unpaid contributions based on an annual interest rate, prorated monthly, that is the greater of:

- 1) ten percent (10%); or
- 2) the prime interest rate, as determined by JP Morgan Chase in Columbus, Ohio, on the date on which the delinquency is first assessed, plus two percent (2%), until such amount due in accordance with this Agreement and the liquidated damages as aforesaid are paid in full.

**Section 13.02(C)** If the delinquent Employer does not file required reports, pay the contributions and deductions due and the liquidated damages by the 30<sup>th</sup> day of the calendar month in which the report is

due, the Trustees shall immediately make a claim on the bond provided pursuant to Section 13.03, in addition to other legal remedies available to the Trustees.

**Section 13.02(D)** Upon three days notice to an Employer that he is delinquent, his men may be withdrawn in order to enforce the payments due under this Agreement. Employees withdrawn from the job to effect a collection of delinquent contributions shall be laid off by the Employer, not shown as quit or fired to stop unemployment.

This remedy shall be in addition to all other remedies available to the Union and the Trustees, and may be exercised by the Union anything in the collective bargaining agreement to the contrary notwithstanding such withdrawal of employees to collect contributions to the Trust Funds shall not be considered a violation of this Agreement on the part of the Union or the employees, and its procedure or provision under the terms of this Agreement or any public laws or regulations.

**Section 13.02(E)** The Employer will owe any bank fees for any check returned to either of the parties depositories because of insufficient funds, and replacement of said check must be either cash or certified check.

**Section 13.03(A)** Effective June 1, 1996, workers will not be provided to an employer who does not have on file a current surety bond (on a bond form provided by the Trustees), an irrevocable letter of credit with a financial institution acceptable to the Trustees of the various trust funds satisfying the conditions of this Article, or cash. This surety bond, irrevocable letter of credit, or cash shall be deposited with the Local Union No. 1105 and the Union will forward a copy to:

**IBEW Local 683, Benefits Depository  
P.O. Box 772206  
Detroit, MI 48277-2206**

**Section 13.03(B)** The surety bond, irrevocable letter of credit, or cash provided will secure the payment of all monies due either as contributions or deductions as referred to in Section 12.01 above, and will additionally secure the payment of the liquidated damages, interest, and attorney fees and any other fees and costs that may be incurred in the collection of all monies due herein.

**Section 13.03(C)** The surety bond, irrevocable letter of credit, or cash provided must be satisfactory in form and amount, acceptable by the Trustees of the various Trust Funds, and written by an approved surety authorized to transact business in the State of Ohio. The surety bond must provide that it may not be terminated without sixty (60) days prior written notice to the Union and the trust attorney.

**Section 13.03(D)** The amount of the surety bond, irrevocable letter of credit, or cash shall be a minimum of \$15,000.00 for up to five (5) workmen. For additional five (5) workmen or fraction thereof, an additional \$15,000.00 bond is required.

The minimum bond for an employer may be lowered upon written request to the Central Ohio Chapter, NECA, Inc., and subject to the approval of the Labor-Management Committee.

**Section 13.03(E)** The surety bond, irrevocable letter of credit, or cash amounts as required in Section 7.03(D) may be reduced 50% if weekly payments of the fringes are made in accordance with terms and conditions as approved by the fringe committee responsible for such collections.

## **ARTICLE XIV**

### **Substance Abuse**

**Section 14.01** 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 XV**

### **Code of Excellence**

**Section 15.01** 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 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.

## 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.

This Agreement will come into full force and effect when approved by the International President of the International Brotherhood of Electrical Workers.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2021.

SIGNED FOR THE EMPLOYER(S):

Newark Division, Central Ohio Chapter,  
National Electrical Contractors Association, Inc.

\_\_\_\_\_  
Jonathan Mandl, Chapter Manager

\_\_\_\_\_  
Anthony "Tony" Fay

\_\_\_\_\_  
David C. Harrison

\_\_\_\_\_  
Clint Heiney

SIGNED FOR THE UNION:

Local Union No. 1105,  
International Brotherhood of Electrical  
Workers

\_\_\_\_\_  
William G. Hamilton, Business Manager

\_\_\_\_\_  
Scott B. Johnson

\_\_\_\_\_  
Matt Cusin.

# **CONSTRUCTION WIREMAN/CONSTRUCTION ELECTRICIAN ADDENDUM**

**to the Inside Construction Agreement between**

**Local Union No. 1105, IBEW**

**and**

**Newark Division of the Central Ohio Chapter, NECA, Inc.**

**Effective May 27, 2013**

1. The Construction Wireman/Construction Electrician classification shall consist of a minimum of 6 levels (pay levels). Construction Wiremen shall accumulate or document up to 8,000 hours of work experience. Those with over 8,000 hours of documented work experience or upon accumulating 8,000 hours of documented work experiences shall be classified as Construction Electricians. Standard and fixed means for selection, evaluation and placement for entry level based on previous experience and training, shall be determined and established by the local JATC. However, evaluation and placement of any individual with 8,000 hours of work experience, having completed their probationary period and desiring to obtain Journeyman Inside Wireman status, shall be done according to NJATC guidelines. Conditions and prerequisites for advancement from one level to the next shall be determined and fixed by the local JATC. Advancement in pay levels for Construction Wiremen and Construction Electricians may be based on work experience alone or a combination of work experience and/or minimum classroom training and/or testing as determined by the local parties through the local JATC.
2. A Construction Electrician who desires to advance to the classification of Journeyman Inside Wireman may request to take the written and practical examinations of each of the levels of the NJATC Craft Certification Program. All requests to take level exams shall be contingent upon the individual's satisfactory work history. To help prepare the individual to take the Craft Certification Examinations, the local JATC will determine minimum training needed taking into consideration the input and recommendations of the NJATC. The satisfactory completion of the examinations of one level will result in the Construction Electrician automatically qualifying to take the written and practical examination of the next level. This procedure will continue until each level of examinations has been satisfactorily completed. Any Construction Electrician failing to achieve a passing score on either the written or practical examination at each level will be offered an opportunity to enroll in and must successfully complete the required course work developed by the NJATC for that level. The Construction Electrician can then re-take the same examination(s) but will only be examined in the areas that he/she failed to pass on the first attempt provided that such re-examination occurs within a 1-year period. Upon successfully passing the examinations of one level, the individual is eligible to take the next level examinations. No Construction Electrician will be eligible for reclassification to Journeyman Inside Wireman until he/she has passed all level exams, has passed the final NJATC written and practical (hands-on) Craft Certification Examinations and has accumulated at least 14,000 hours of documented work experience. Acceptance of applications from Construction Electricians to take the Craft Certification Exams required to become a Journeyman Inside Wireman shall not be automatic.
3. All courses, testing and evaluation tools for placement of Construction Wiremen shall be performed by the JATC; however, evaluation and placement of any individual classified above the level of 8,000 hours of work experience and desiring to attain Journeyman Inside Wireman status must be done according to NJATC guidelines. Only the NJATC written and hands-on (practical) Craft Certification Exams shall be used for determining Inside Journeyman Wireman status.



4. Entrance requirements, means for advancement, and limitations pertaining to the Construction Wireman/Construction Electrician classifications are addressed in the Construction Wireman/Construction Electrician Memorandum.
5. For those entering either classification as a result of an organizing effort, the initial entry evaluation and placement as a Construction Wireman/Construction Electrician will be based on the applicant's experience, recruiting contractor's request and/or local union organizer's recommendations. The JATC will determine the level of entry for such individuals, but will cooperate with the organizing effort of the local union and manpower requests from the contractors.
6. Respecting job site ratios determined by the local parties, Construction Wiremen shall be assigned to employers by the JATC. Construction Electricians shall be referred by the local union to the employer in accordance with the procedures in the master agreement.
7. Any employer signatory to the master agreement between the local parties who is ready and willing and/or regularly employs and trains apprentices (when available) is eligible for the assignment of Construction Wiremen or the referral of Construction Electricians based on the allowable ratio in the applicable agreement. 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.
8. Where there are indentured apprentices available for work, an employer may not add additional Construction Wiremen or Construction Electricians to a job site unless the employer is already employing the full complement of apprentices allowed under the locally adopted apprentice-to-journeyman ratio on that job site. (An employer may be allowed to add Construction Wiremen/Construction Electricians under this section if the local JATC has determined that the employer has and is cooperating in the employment and training of apprentices or the Construction Wiremen/Construction Electricians requested are covered by a Small Works or Market Recovery Agreement other than the Inside Agreement.) Construction Wiremen/Construction Electricians already employed by the employer need not be laid off or replaced when indentured apprentices become available for employment.
9. Construction Wiremen/Construction Electricians may be transferred from job to job for the same employer as long as the appropriate ratios are maintained. The local parties shall determine the ratio of Construction Wiremen/Construction Electricians to Journeymen Wiremen.
10. New Construction Wiremen/Construction Electricians will not be added to the program when Construction Wiremen/Construction Electricians are continually unemployed and available for referral. \*NOTE: The term "continually unemployed," as used in this section, is intended to mean when the individuals are willing and available for referral or assignment over an extended period of time, which shall be agreed to by the local parties. Brief periods of unemployment of one or more Construction Wiremen/Construction Electricians over the normal course of business such as the regular or seasonal building up and reduction of manpower on jobs within the jurisdiction will not prevent the addition of new Construction Wiremen/Construction Electricians.
11. Work performed by Construction Wiremen/Construction Electricians will be limited only by what the employer or the employer's field representative deems as appropriate and within the individual's qualifications to properly perform safely and in a workmanlike manner. In this regard, Construction Wiremen/Construction Electricians may work alone if deemed qualified by the employer and permitted by local statute.
12. Construction Wiremen/Construction Electricians will not figure into the allowable job site ratio of apprentices to journeymen as provided in the inside collective bargaining agreement.

13. Contributions shall be made on behalf of Construction Wiremen/Construction Electricians to the NEBF, NLMCC, LLMCC (if applicable), and NECA service charges/NEIF (where applicable). JATC contributions will be paid on all levels of Construction Wiremen/Construction Electricians. (The local parties shall determine the participation of Construction Wiremen/Construction Electricians in Health, Local Pension, Vacation, Annuity, and other benefit plans in the master agreement.)

SIGNED FOR THE EMPLOYER:

Newark Division, Central Ohio Chapter,  
National Electrical Contractors Association, Inc.

SIGNED FOR THE UNION:

Local Union No. 1105,  
International Brotherhood of Electrical Workers

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Jonathan Mandl, Chapter Manager

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William G. Hamilton, Business Manager

Attachments to the Addendum:

|  |            |  |
|--|------------|--|
| Construction Wiremen/Construction Electricians | Appendix 1 | Scope  |
| Construction Wiremen/Construction Electricians | Appendix 2 | Ratios   |
| Construction Wiremen/Construction Electricians | Appendix 3 | Crew Schedule  |
| Construction Wiremen/Construction Electricians | Appendix 4 | Administration                                       |
| Construction Wiremen/Construction Electricians | Appendix 5 | Classifications/Wages/Benefits/<br>Industry Payments |

## APPENDIX 1

Appendix 1 to the Construction Wireman/Construction Electrician Addendum to the Inside Construction Agreement between Local Union No. 1105, IBEW and the Newark Division of the Central Ohio Chapter, NECA, Inc.

- A. This Addendum is applicable to all work except industrial facilities, manufacturing facilities, colleges and universities within the geographical jurisdiction of Local Union No. 1105.
- B. Construction Wiremen/Construction Electricians may work without the supervision of a Journeyman Wireman on work described in Appendix 1, Item A when the building/structure is less than 50,000 square feet. Construction Wiremen may not work alone on this type of work.
- C. Construction Wiremen/Construction Electricians may work on Residential projects without working under the supervision of a Journeyman Wireman.
- D. First person on job (except if Item B or Item C above is applicable) is a Journeyman Wireman. On work described in Appendix 1, Item A and when the building/structure is in excess of 50,000 square feet, the second electrician on the site must be a Journeyman Wireman or an indentured apprentice. An indentured apprentice must be employed on the site before a Construction Wireman or Construction Electrician is utilized.
- E. NJATC Inside Apprenticeship Standards apply to Apprentice assignments.

## APPENDIX 2

Appendix 2 to the Construction Wireman/Construction Electrician Addendum to the Inside Construction Agreement between Local Union No. 1105, IBEW and the Newark Division of the Central Ohio Chapter, NECA, Inc.

The following job ratio shall apply to all work except industrial facilities, manufacturing facilities, colleges and universities covered by the Inside Construction Agreement.

| <u>NUMBER<br/>OF<br/>JOURNEYMEN</u> | <u>MAXIMUM NUMBER<br/>OF<br/>APPRENTICES</u> | <u>MAXIMUM NUMBER<br/>OF<br/>CWs AND/OR CEs</u> | <u>TOTAL NUMBER<br/>OF<br/>WORKERS</u> |
|-------------------------------------|--|---|--|
| 1                                   | 2  | 2   | 5                                      |
| 2                                   | 2  | 2   | 6                                      |
| 3                                   | 2  | 2   | 7                                      |
| 4                                   | 4  | 4   | 12                                     |
| 5                                   | 4  | 4   | 13                                     |
| 6                                   | 4  | 4   | 14                                     |
| 7                                   | 6  | 6   | 19                                     |
| 8                                   | 6  | 6   | 20                                     |
| 9                                   | 6  | 6   | 21                                     |
| 10                                  | 8  | 6   | 24                                     |
| 11                                  | 8  | 6   | 25                                     |
| 12                                  | 8  | 6   | 26                                     |
| 13                                  | 10   | 8   | 31                                     |
| 14                                  | 10   | 8   | 32                                     |
| 15                                  | 10   | 8   | 33                                     |
| 16                                  | 12   | 8   | 36                                     |
| 17                                  | 12   | 8   | 37                                     |
| 18                                  | 12   | 8   | 38                                     |
| 19                                  | 14   | 10  | 43                                     |
| 20                                  | 14   | 10  | 44                                     |
| 21                                  | 14   | 10  | 45                                     |
| 22                                  | 16   | 10  | 48                                     |
| 23                                  | 16   | 10  | 49                                     |
| 24                                  | 16   | 10  | 50                                     |
| 23                                  | 16   | 12  | 49                                     |
| 24                                  | 16   | 12  | 50                                     |
| 24                                  | 16   | 12  | 50                                     |

Note: (Maximum of 12 CW/CE's)

## APPENDIX 3

Appendix 3 to the Construction Wireman/Construction Electrician Addendum to the Inside Construction Agreement between Local Union No. 1105, IBEW and the Newark Division of the Central Ohio Chapter, NECA, Inc.

The Crew Schedule and the 1<sup>st</sup> paragraph of Article III, Section 3.11 of the Inside Construction Agreement between Local Union No. 1105, IBEW and the Newark Division of the Central Ohio Chapter, NECA, Inc. are amended as shown below when Construction Electricians are on a project.

**CREW SCHEDULE: (To be used as a supplement to Appendix 2 when determining supervision requirements for the crew.)**

| <u># of<br/>JW/CE on job</u> | <u>Foreman</u> | <u>General Foreman</u> |
|------------------------------|----------------|------------------------|
| 1                            |                |                        |
| 2                            |                |                        |
| 3                            | 1              |                        |
| 4                            | 1              |                        |
| 5                            | 1              |                        |
| 6                            | 1              |                        |
| 7                            | 1              |                        |
| 8                            | 1              |                        |
| 9                            | 1              |                        |
| 10                           | 1              |                        |
| 11                           | 1              |                        |
| 12                           | 2              |                        |
| 13                           | 2              |                        |
| 14                           | 2              |                        |
| 15                           | 2              |                        |
| 16                           | 2              |                        |
| 17                           | 2              |                        |
| 18                           | 2              |                        |
| 19                           | 2              |                        |
| 20                           | 2              |                        |
| 21                           | 2              |                        |
| 22                           | 2              | 1                      |
| 23                           | 2              | 1                      |
| 24                           | 2              | 1                      |
| 25                           | 2              | 1                      |
| 26                           | 2              | 1                      |
| 27                           | 2              | 1                      |
| 28                           | 2              | 1                      |
| 29                           | 2              | 1                      |
| 30                           | 2              | 1                      |
| 31                           | 2              | 1                      |
| 32                           | 3              | 1                      |
| 33                           | 3              | 1                      |

| <u># of<br/>JW/CE on job</u> | <u>Foreman</u> | <u>General Foreman</u> |
|------------------------------|----------------|------------------------|
| 34                           | 3              | 1                      |
| 35                           | 3              | 1                      |
| 36                           | 3              | 1                      |
| 37                           | 3              | 1                      |
| 38                           | 3              | 1                      |
| 39                           | 3              | 1                      |
| 40                           | 3              | 1                      |
| 41                           | 3              | 1                      |
| 42                           | 4              | 1                      |
| 43                           | 4              | 1                      |
| 44                           | 4              | 1                      |
| 45                           | 4              | 1                      |
| 46                           | 4              | 1                      |
| 47                           | 4              | 1                      |
| 48                           | 4              | 1                      |
| 49                           | 4              | 1                      |
| 50                           | 4              | 1                      |

When three (3) Journeymen or Construction Electricians are employed on one job, one shall be designated Foreman (only a Journeyman Wireman can be appointed Foreman). When more than eleven (11) Journeymen/Construction Electricians are employed on one job, an additional Foreman shall be designated. An additional Foreman shall be appointed for every ten (10) additional Journeymen/Construction Electricians employed on the job.

**Note:** See exception in Appendix 1, Item B.

Appendix 4 to the Construction Wireman/Construction Electrician Addendum to the Inside Construction Agreement between Local Union No. 1105, IBEW and the Newark Division of the Central Ohio Chapter, NECA, Inc.

Classification Levels and Wage Rate Percentages – All applicants are to verify hours and previous work experiences for initial slotting purposes. To be initially slotted in the Construction Electrician classifications, Level 5 or Level 6, a written exam must be taken. Progression for Construction Wiremen will be based on hours worked.

Progression for Construction Electricians will be as follows:

|         |                          |   |
|---------|--------------------------|---|
| Level 1 | 8,001 – 10,000 Hours(*)  | Must document hours, complete the 2 <sup>nd</sup> year curriculum or pass Level 3 Craft Certification Exam. |
| Level 2 | 10,001 – 12,000 Hours(*) | Must document hours, complete the 3 <sup>rd</sup> year curriculum or pass Level 4 Craft Certification Exam. |
| Level 3 | 12,001 – 14,000 Hours(*) | Must document hours, complete 4 <sup>th</sup> year curriculum or pass Level 5 Craft Certification Exam.     |

(\*) Hours must be documented productive electrical construction work hours.

No one, however, will be advanced from the Construction Electrician classification to Journeyman Inside Wireman status without 1) having a minimum of 14,000 hours of documented electrical construction work experience; 2) having successfully taken the written and practical examinations of each of the levels of the NJATC Craft Certification Program; and 3) having passed the final NJATC written and practical (hands-on) Craft Certification Examinations.

**Notes:**

1. The JATC does the slotting of applicants and the monitoring of advancement of the Construction Wiremen. When an applicant is recruited by a Union Organizer or an Employer, then one or both will be allowed to provide input to the JATC. On advancement of Construction Electricians, the Local Union will confer with the JATC when a Construction Electrician has requested to advance from his/her current level to the next level.
2. For entry into this program, a physical and drug test will be required. For initial placement in the Construction Electrician classification, a background check will also be required.
3. There will be a one thousand hour probationary period for all new CW/CEs accepted into this program.
4. During the probationary period, the CW/CE will only be eligible for orientation classes (industry awareness, OSHA 10 Hour).
5. A CE referred by IBEW Local Union 1105 or a CW placed by the Newark JATC is eligible to work under both the Inside Construction Agreement with Addendum or the South West Recovery Agreement at the direction of the Employer.
6. CW/CE Wage Rates and Benefits will be the same as those in the South West Recovery Agreement.

Appendix 5 to the Construction Wireman/Construction Electrician Addendum to the Inside Construction Agreement between Local Union No. 1105, IBEW and the Newark Division of the Central Ohio Chapter, NECA, Inc.

FOR CONSTRUCTION WIREMEN AND CONSTRUCTION ELECTRICIANS WHO ENTERED COVERED EMPLOYMENT ON OR AFTER JANUARY 1, 2013

The minimum hourly rate of Wages and Benefits shall be as follows:

Construction Wireman:

A percentage of the average taxable base wage pay of Journeyman Wireman rates contained in the Inside Collective Bargaining Agreements of the Local Unions signatory to the South West Recovery Agreement, to be calculated December 1<sup>st</sup> and become effective January 1<sup>st</sup> each year of this addendum.

Construction Electrician:

A percentage of the average taxable base wage pay of Journeyman Wireman rates contained in the Inside Collective Bargaining Agreements of the Local Unions signatory to the South West Recovery Agreement, to be calculated December 1<sup>st</sup> and become effective January 1<sup>st</sup> each year of this Addendum.

The Benefits and Industry Payments for the Construction Wiremen and Construction Electricians who entered covered employment after January 1, 2013 will be the same as the IBEW 4<sup>th</sup> District South West Recovery Agreement.

The current rates, benefits and industry payments are found on the current IBEW 4<sup>th</sup> District South West Recovery Agreement Wage Sheet, which is attached or in a separate file.