

TELECOMMUNICATIONS AGREEMENT

By and Between

**LOCAL UNION 697
INTERNATIONAL BROTHERHOOD OF
OF ELECTRICAL WORKERS
LAKE AND NEWTON COUNTIES, INDIANA**

and

**NORTHERN INDIANA CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION**

Covering Period

August 27, 2018 through August 29, 2021

**I.B.E.W. LOCAL UNION 697
TELECOMMUNICATIONS AGREEMENT**

Effective August 27, 2018 through August 29, 2021

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**I.B.E.W. LOCAL UNION 697
TELECOMMUNICATIONS AGREEMENT**

Effective August 27, 2018 through August 29, 2021

Agreement by and between the Northern Indiana Chapter, National Electrical Contractors Association (NECA) and Local Union No. 697, 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 Northern Indiana Chapter of NECA and the term "Union" shall mean Local Union No. 697, IBEW.

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

SCOPE

This Agreement covers low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network). When any dispute arises dealing with this question, any ruling made by the International Office of the Union shall be accepted and put into effect.

This Agreement does not cover any work which properly comes under the work description of Inside JW (Journeyman Wireman), but shall cover the pulling of wire in raceways, but not the installation of raceways.

This agreement specifically excludes any work which comes under the work description of Inside Journeyman Wireman and excludes conduit runs longer than ten (10) feet. Conduit runs are described as EMT, rigid, PVC and divided wire ways with power. Any dispute over the interpretation of this section will be referred to the International Vice President and the NECA Regional Director for resolution.

WITNESSETH

WHEREAS, the parties hereto desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement and to provide for rates of pay, hours of work and other conditions of employment and a means of promptly and equitably adjusting any differences that may arise between the Employer and the Union during the life of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

The parties to this Agreement will not discriminate against any individual because of his race, color, religion, sex and national origin; or to classify any individual on the basis of his race, color, religion, sex or national origin; where the masculine gender is used herein, it shall be deemed to include both male and female.

BASIC PRINCIPLES

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

ARTICLE I

Effective Date, Changes, Grievances, Disputes

Section 1.01 This Agreement shall take effect August 27, 2018, and shall remain in effect through August 29, 2021, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the first Monday following the last Sunday of August through the last Sunday of August each year, unless changed or terminated in the way later provided herein.

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

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

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

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

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

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

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

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

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

Section 1.07 All matters coming before the Labor-Management Committee shall be decided by majority vote. Four (4) members of the Committee, two (2) 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 matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10 Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within 10 working days of its occurrence shall be deemed to no longer exist.

ARTICLE II

Employer Rights, Union Rights

Section 2.01 (a) Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Telecommunications Industry. Therefore, an Employer who contracts for Telecommunications work is a person, firm or corporation whose principal business is that of Telecommunication contracting and who having these qualifications maintains a place of business other than his home, a business telephone, has suitable financial status to meet payroll requirements, has his name and address on all company trucks, employs not less than one (1) journeyman continuously and is recognized by the Union hereto as such.

Owner In Fact

Section 2.01 (b) An employee of a closely held corporation who is a spouse or other close relative of a majority shareholder of the Employer and who enjoys special privileges or status and/or who exercises control over the company may be deemed to be an "Owner in Fact" of the company.

On behalf of any such "Owner in Fact" the Employer shall pay contributions to the Fringe Benefits Funds, pursuant to Article VI and VII of this Agreement on the basis of the gross wages of the Journeyman for the hours actually worked by such individual, but at a minimum contribution shall be made as though such individual worked not less than one hundred sixty (160) hours per month for twelve (12) months per year for a total of one thousand nine hundred twenty (1,920) hours per year.

All determination as to an individual's status as "Owner in Fact" shall be made by the Labor Management Committee, based on consideration of the individual's special status and/or the extent and nature of his control over the company, and shall be conclusive upon the parties. Should the Committee fail to agree, the matter shall be referred to the Council on Industrial Relations, pursuant to Section 1.08 of this Agreement.

Owner

Section 2.01 (c) For the purposes of this Agreement, the term "Owner" means an individual, other than an Owner In Fact, who has an ownership interest in an Employer either directly, indirectly or through subterfuge, and who performs management or supervisory functions for that Employer, who seeks to establish or continue coverage with the Fringe Benefit Funds of IBEW Local 697.

On behalf of any such "Owner" the Employer shall pay contributions to the Fringe Benefits Funds, pursuant to Article VI and VII of this Agreement on the basis of the gross wages of the Journeyman for the hours actually worked by such individual, but at a minimum contribution shall be made as though such individual worked not less than one hundred sixty (160) hours per month for twelve (12) months per year for a total of one thousand nine hundred twenty (1,920) hours per year.

All determination as to an individual's status as "Owner" shall be made by the Labor Management Committee, based on consideration of the individual's special status and/or the extent and nature of his control over the company, and shall be conclusive upon the parties. Should the Committee fail to agree, the matter shall be referred to the Council on Industrial Relations, pursuant to Section 1.08 of this Agreement.

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.

Foreman Call-Out By Name

Section 2.03 The employer shall have the right to call Foreman by name provided:

1. The employee has not quit his previous employer within the past two weeks.
2. 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.
3. When an employee is called as a Foreman, he must remain as a Foreman for one thousand (1,000) hours or must receive a reduction in force.

Workmen's Comp

Section 2.04 For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a Company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of number of employees.

Surety Bond

Section 2.05 Each Employer shall furnish a surety bond to secure payment of wages and fringe benefits set forth in the Collective Bargaining Agreement between the parties. The bond shall provide that it may not be terminated without thirty (30) days prior written notice to the Employer and the Local Union. The amount of the bond shall be based on the average number of employees employed by the employer in a calendar year and in accord with the following schedule:

<u>Number of Employees</u>	<u>Amount of Bond</u>
1.....	\$10,000.00
2 - 5.....	\$50,000.00
6 - 10.....	\$100,000.00
11 - 20.....	\$200,000.00
21 - 30.....	\$300,000.00
31 - 45.....	\$450,000.00
46 - 60.....	\$600,000.00
61 - 100.....	\$1,000,000.00
101 - 150.....	\$1,500,000.00
151 - 200.....	\$2,000,000.00
201 - 250.....	\$2,500,000.00
251 - 300.....	\$3,000,000.00

For every additional thirty-one (31) employees, an additional \$450,000 bond will be required. The bond may be adjusted during the calendar year, if necessary to meet the above scheduled requirement.

In the event an Employer fails to maintain a surety bond as outlined above, then the Union shall have the option, upon seventy-two (72) hours written notice to such noncompliant Employer, and with a copy of same to NECA, to direct its members to cease work for the Employer. The parties to this Agreement agree that such action will not be in violation of Article I, Section 1.04 and is not to be construed as a termination of this Agreement.

Union Representation

Section 2.06 The Employer acknowledges and agrees that a majority of its employees has authorized the Union to represent them in collective bargaining. The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives or successors as the exclusive collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Union on all present and future job sites.

(b) The Employer acknowledges the union represents a majority of its bargaining unit employees and recognizes the union under Section 9(a) of the National Labor Relations Act.

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

(d) This Agreement shall cover all phases of Telecommunication construction. The work covered by this Agreement shall be performed only by employees within the Bargaining Unit. In the event plans or specifications indicate that Telecommunication construction work is to be done by others, or in the event of a jurisdictional claim by another union, the contractor or his representative shall immediately notify the Business Manager of the Union.

Non-Resident Employees

Section 2.07 Any signatory firm performing work within the scope of this agreement and within the jurisdiction of Local Union 697 hereto shall be allowed to bring in the following qualifying technicians under their employ:

Traveling contractors shall be allowed to bring in the first three (3) technicians on each job. The next two (2) employees shall be referred from the Local Union where the work is being performed. Thereafter, the traveling contractor shall be allowed to bring in employees in an alternating fashion of one (1) from the contractor, then one (1) from the Local Union, etc., etc. However, during periods where unemployment exceeds ten percent (10%) of the Journeymen Technicians available for work under Book 1 of the referral procedure, the number of non-resident employees allowed is reduced. During such periods, the traveling contractor shall be allowed to bring in the first two (2) technicians on each job. The next two (2) employees shall be referred from the Local Union, and then in an alternating fashion of one (1) from the contractor, one (1) from the Local Union, etc., etc. This revised portability shall only be available to contractors traveling from an area with equal portability provisions.

Favored Nations

Section 2.08 The Union agrees that if during the life of this Agreement it grants to any other Employer in the Telecommunication Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.09 (Shop Location) When an Employer has no permanent shop located within the territorial scope of this Agreement, the job site shall be considered the shop location.

Section 2.10 No individual connected with an employing concern as owner, manager, superintendent, or partner shall perform any manual telecommunications work.

Section 2.11 Employers shall not loan their employees to another Employer without first securing the permission of the Business Manager.

Section 2.12 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.

Section 2.13 Journeyman Technicians shall install all telecommunications work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

Section 2.14 A Journeyman Technician 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 others of the Employer, or the Employer's representative.

Section 2.15 The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2.16 All employees who are hired hereafter shall be required to become and remain members in good standing of the Union as a condition of their employment from and after the 31st day of their employment, or the effective date of this Agreement, whichever is later. However, new employees hired on construction sites only, as a condition of employment, shall become members of the Union on the eighth (8th) day after the beginning of their employment, or the effective date of this Agreement, whichever is later. (Note: This clause is not applicable where prohibited by law.)

Section 2.17 Members of the Union who fail to maintain their membership in the Union shall, upon request of the Union, be discharged. (Note: This clause is not applicable where prohibited by law.)

Stewards

Section 2.18 The Union has the right to appoint Stewards at any shop and/or job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular hours without loss of pay, to see that the terms and conditions of this Agreement are observed at his shop or on his job. No Steward shall be discriminated against by any Employer because of his faithful performance of duties as Steward, nor shall any Steward be removed from the job before notice has been given to the Business Manager of the Union.

Section 2.19 The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workmen are employed under the terms of this Agreement.

Section 2.20 (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 bargaining unit members from jobs when necessary, and when the Union, or its representatives, decides to do so; but no removal shall take place until notice is first given to the Employer involved.

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

Section 2.21 There shall be no limit on production of workmen or restriction on the safe use of proper tools or equipment, and there shall not be any task or piece work.

Tool List

Section 2.22 All Journeymen Technicians shall furnish the following minimum set of tools. A value shall be set on each tool contained on the tool list. Copies of this tool list shall be furnished to all Employers. The Employer may use the tool list for two (2) purposes - first to determine whether the employee has a required set of tools, secondly to keep a record of each employee's tools. When an employee's tools are destroyed by fire, damaged by water or stolen by forcible entry from the adequate storage facilities provided by the Employer, then the Employer shall replace such tools or reimburse the employee for the cost of such tools, according to the tool list.

1	Tool pouch & belt	3	Files (rat-tail, half round & three cornered)
1	Claw hammer	1	Hack saw frame
1	Pair wire strippers	1	Utility knife
1	Pair side-cutting pliers - 9"	1	Combination square
1	Pair Sta Kon pliers	1	Magnetic torpedo level
1	Pair diagonal pliers – 6"	4	Standard screwdrivers small, medium, large & X-large
1	Pair long nose pliers - 6"	3	Phillips screwdrivers #1, #2 & #3
1	Pair tin snips (small)	1	Holding screwdriver
1	Adjustable wrench – 10"	1	Small terminating screwdriver
1	Tap wrench (to take taps up to 1/4)	1	Combination square
5	Twist drills - #36, #29, #25, #16, #7	1	Retractable tape measure – 25'
4	Taps - #6-32, #8-32, #10-24, #1/4-20	1	Allen wrench set – 1/16" to 1/2"
1	Key hole saw	1	Flashlight

All other tools shall be furnished by the Employer who shall provide facilities for delivering tools and materials to and from the jobs. Employees may furnish any additional small tools they may desire and carry in their personal tool box any small hand tools furnished by the Employer. Employees may transport their personal tools in their own vehicle, provided however, that they shall not transport the Employer's tools or materials except as mentioned above. It shall be the responsibility of each employee to submit a list of his personal tools to his Employer. The Employer shall replace such tools (in accord with the tool list submitted by the employee) or reimburse the employee for the cost of such tools, within seven (7) days from the time the tools were lost.

Jobsite Conditions

Section 2.23 (a) The Employer shall furnish adequate storage facilities for employees' tools, and also suitable facilities for employees to store their clothing and eat their lunch.

(b) No smoking will be permitted in all trailers, change facilities, designated lunch areas and vehicles of conveyances between parking lot to job site.

Section 2.24 The Employer shall furnish adequate toilet and washing facilities on all jobs when necessary, to maintain sanitary and healthful conditions for workmen. If water is not available on the job site, employers shall furnish waterless soap and towels.

Section 2.25 The Employer shall furnish safe drinking water on all jobs when necessary, by means that prevent contamination between the source and the consumer.

Employer Provided Safety Equipment

Section 2.26 (a) The Employer shall furnish hard hats and liners to the workmen when same are required. The hats and liners shall be cleaned and sterilized before being transferred for use from one employee to another. He shall also furnish proper rain gear when men are required to work in the rain, or any other kind of protective clothing or equipment necessary to perform the work. No defective protective clothing or equipment will be used. When an employee is terminated from a shop or job he shall return to the Employer all tools, protective clothing and equipment which belongs to the Employer.

(b) When the owner requires their use, up to a \$120.00 boot allowance for metatarsal or safety toed work boots will be provided, as evidenced by a receipt, after thirty (30) calendar days of employment or upon termination by a reduction in force, whichever comes first. Reimbursement shall be made within forty-five (45) days of purchase. If an employee is fired for just cause or quits prior to the previously stated thirty (30) days or the reduction in force, no allowance will be provided. Regardless of the number of contractors an employee worked for, reimbursement will be allowed one time under this agreement during a twelve (12) month period from date of purchase. It is the responsibility of the employer(s) to provide accurate and current records of reimbursement to the Union for the purpose of tracking an individual's reimbursement history.

Section 2.27 Employees shall not be required to take any physical examination.

Annulment / Subcontracting

Section 2.30 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 I.B.E.W., other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the I.B.E.W. 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 provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.31 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.

ARTICLE III

Hours, Wages, Working Conditions

Section 3.01 (a) Eight (8) hours work between the hours of 6:00 a.m. and 4:30 p.m. with thirty (30) minutes for lunch period between 12:00 and 12:30 p.m. shall constitute the work day. Five (5) such days, Monday through Friday shall constitute the work week.

(b) When the employer institutes a 6:00 a.m. job start, notice shall be followed up in writing to the union.

Second Meal Breaks

(c) In cases when shifts are required for employees to be at work for more than ten (10) hours, the employer shall schedule a paid second meal break effective upon the commencement of the third overtime hour. Subsequent meal breaks shall be scheduled each four (4) hours thereafter and shall also be paid at the applicable rate.

The intent is to be allowed to eat after ten (10) hours of work on the first shift and nine and one half (9 ½) hours of work on the second shift, commencing with the eleventh hour of pay for both shifts.

When employees are required to work through a second, or subsequent meal break, one half (½) hour at the applicable overtime rate shall be added to the actual hours worked at the completion of the shift.

Four 10-Hour Days

(d) The Employer, with notice to the Union, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 6:00 a.m. and 6:30 p.m., Monday through Friday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight (8) hours must be scheduled. After ten (10) hours in a work day, or forty (40) hours in a work week, overtime shall be paid at a rate of one and one-half (1 ½) times the regular rate of pay.

Section 3.02 All work performed outside of the stated hours and on Saturdays will be paid at time and one-half of the regular straight time rate. Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at double the straight time rate. If one of the aforementioned holidays falls on a Sunday, the following Monday shall be recognized as the holiday. If the holiday falls on a Saturday, it shall be celebrated on that day.

Section 3.03 No work shall be performed on Labor Day, except in case of emergency.

Payment Of Wages

Section 3.04 (a) Employees shall be paid weekly not later than 4:30 p.m. Wednesday, such payments to include all wages earned during the previous calendar week, providing however that when a legal holiday falls on Monday, Tuesday or Wednesday of any week, wages for the previous week may be paid not later than 4:30 p.m. Thursday of the week in which such holiday falls. A calendar week is defined as 12:00:01 a.m. Monday through 11:59:59 p.m. Sunday.

Employees who are laid off or discharged shall be paid in full at once. Employees shall be paid either by check or in currency provided that any Employer whose checks are dishonored shall pay only in currency until such time as the Labor-Management Committee shall decide otherwise.

In the event employees are not paid their wages on the regular payday as required in this Section, waiting time shall be paid at the employee's straight time rate of pay until payment is made, but waiting time shall not exceed eight (8) hours of any one (1) twenty-four (24) hour period.

Direct Deposit

Section 3.04 (b) The Employer may implement a direct electronic deposit of wages on a weekly basis, which shall be mandatory for all Employees, to the bank or credit union of the Employee's choice. The receipt with the detailed breakdown is to be mailed or e-mailed to the Employee on the same day as payroll is processed. In the event that direct deposit is not possible, the Employee and the Employer shall work together to reach a mutually agreed solution for the payment of wages.

Classification / Wages

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

	Effective August 27, 2018	Effective August 26, 2019	Effective August 31, 2020
Journeyman Technician	\$ 32.25	\$ TBD	\$ TBD
Working Foreman	\$ 33.25	\$ TBD	\$ TBD

APPRENTICE JOURNEYMAN TECHNICIAN – SIX (6) PERIODS

1 ST Period	40 %	OF JOURNEYMAN TECHNICIAN RATE
2 ND Period	45 %	OF JOURNEYMAN TECHNICIAN RATE
3 RD Period	50 %	OF JOURNEYMAN TECHNICIAN RATE
4 TH Period	60 %	OF JOURNEYMAN TECHNICIAN RATE
5 TH Period	70 %	OF JOURNEYMAN TECHNICIAN RATE
6 TH Period	80 %	OF JOURNEYMAN TECHNICIAN RATE
COMPLETION	100 %	

(b) In cases of work performed on television, radio, lighting towers and stacks of any type over two hundred (200) feet above ground level, then the hourly straight time rate of pay shall be double that set forth in Sub Section (a) of this Section. In cases of work performed in tunnels, shafts, and underground storage areas, at least fifty (50) feet below the ground or water level then the straight time rate of pay shall be one and one-half times (1 ½) that set forth in sub section (a) of this Section.

Installation and Cut Overs

(c) Any employee supervising a crew on installation or cut over work shall be paid the applicable foreman's rate. This shall not apply to a Journeyman installer repairman who has a trainee with less than 45 days experience riding with him. A crew shall consist of not less than five (5) men, excluding the foreman.

Transportation

Section 3.06. On industrial jobs, when the work area is one-half (½) mile or more from the plant gate the employer shall furnish suitable transportation from a designated parking area, to and from the work area. On jobs which cover a large area the employer shall furnish transportation on the job site. No transportation

expense or traveling time, before or after working hours, shall be paid to employees for traveling to or from any job within the territorial jurisdiction covered by this Agreement or to work sites which are within thirty-five (35) air miles of the intersection of I-65 and U.S. Route 30.

Section 3.07 Employees who are laid off or discharged shall be allowed sufficient amount of time to gather their tools and personal belongings.

Section 3.08 When an Employer requires employees to use a time clock or other time checking devices, employees shall not be required to check out on their own time.

Ratio of Foreman to Employees

Section 3.09 On any job where three (3) or more employees in the Bargaining Unit are employed for more than one (1) day, one (1) of such employees shall be designated by the Employer as a Working Foreman. At no time shall a Working Foreman be required to supervise more than twelve (12) Journeymen Technicians. No Foreman shall work on or at more than one (1) job at a time.

Section 3.10. Employees who are directed to report for work but are not put to work due to weather conditions, lack of materials or other causes beyond their control, except for strikes, shall receive at least two (2) hours pay at the applicable rate of pay.

Section 3.11 The Employer shall notify the Union forty-eight (48) hours in advance of any layoff whenever possible, and Saturdays, Sundays and holidays are not included.

Termination Slip

Section 3.12 All employees being terminated or discharged shall be given a severance slip to be furnished by the local union.

Section 3.13 Contractors shall complete Davis-Bacon wage and fringe determination forms. The forms, Department of Labor #WD-10, Rev. Dec. 1977, are to be provided by Local Union 697, I.B.E.W. and contractors are to complete and return to the Local Union immediately after job award.

First Aid and CPR Training

Section 3.14 All Employees must have a current First Aid and CPR certification card. This class is offered monthly at the Local 697 JATC.

All new Employees entering the workforce in this jurisdiction must attend the next scheduled First Aid and CPR class following their start of employment in the Local.

Recertification courses will be taken in the same manner as the basic class. All classes will be funded through the JATC.

Shift Work

Section 3.15 When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

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

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least 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 (1 ½) 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.

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 TECHNICIAN

GROUP I All applicants for employment who have three or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Sound and Communication Journeyman Technician's examination given by a duly constituted Local Union of the I.B.E.W. or have been certified as a Sound and Communication Journeyman Technician by any Joint Apprenticeship and Training Committee, and, who have been employed for a period of at least one year in the last three years in the normal commuting area covered by the local union.

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 three or more years' experience in the trade and who have passed a Sound and Communication Journeyman Technician's examination given by a duly constituted Construction Local Union of the I.B.E.W. or have been certified as a Sound and Communication Journeyman Technician by any Joint Apprenticeship and Training Committee.

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

GROUP IV All applicants for employment who have worked at the trade for more than one year but do not meet the requirements of GROUP I, II or III.

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. Lake and Newton Counties, Indiana

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.

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 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.

Section 4.16 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.17 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.18 A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.19 A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.20 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

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
Apprenticeship and Training

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

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of three (3) members appointed by the IBEW Local Union and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Telecommunications Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee shall include interviewing, ranking and selecting applicants and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

Section 5.02 Where the JATC elects to establish a subcommittee an equal number of members three (3) shall be appointed, in writing by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one (1) subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one (1) or more members of the JATC to serve on the subcommittee.

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

The subcommittee, where one is established by the JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges.

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

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

Section 5.04 Though the JATC may elect to establish subcommittees, there is to be only one (1) JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

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

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

Section 5.07 The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, unless the individual has properly reapplied for the apprenticeship program and been selected. The individual shall not be permitted to be classified as an Installer/Technician, or provided any other classification under this agreement, until two (2) years after they should have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

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 (2) years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5.08 Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of one (1) apprentice to one (1) Telecommunication Installer/Technician, or Technician level employee on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the one-to-one ratio. Applicants shall not be selected and indentured when indentured apprentices are available for one-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten (10) working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Section 5.09 Each apprentice shall be required to satisfactorily complete the three (3) year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than three (3) years of related training.

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

Section 5.11 The apprentice is to be under the supervision of an Installer/Technician, a Technician level employee, or a qualified supervisor. Supervision will not be of a nature that prevents the development of

responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. Installer/Technicians and Technicians are not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Installer/Technician, Technician or Supervisor is required to leave or is absent from the job.

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

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

Section 5.14 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local Apprenticeship and Training Trust Agreement. Effective **August 27, 2018**, ninety cents (\$.90) per hour worked, effective **August 26, 2019**, ninety cents (\$.90) per hour worked, effective **August 31, 2020**, ninety cents (\$.90) per 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.

Section 5.15 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.

ARTICLE VI **N.E.B.F.**

Section 6.01 It is agreed that in accordance 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% (three percent) 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 must be in the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month. If the 15th falls on a Saturday, Sunday, or Holiday, the payment and report will be due by the close of business on the next business day.

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) hour 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 Labor Agreement.

Benefits/Contributions

Section 6.02 Each individual Employer shall pay and transmit to the Local Union 697 Administrative Fund at NECA’s Michigan City Office, effective **August 27, 2018**, an amount of money equal to that shown below for hours worked by the employees in the bargaining unit represented by the Union hereunder, for the following purposes and the said Administrative Fund Office shall distribute and transmit to the following funds for the uses and purposes set forth in each Fund and the documents establishing same as amended from time to time.

These percentages are fixed contributions based on Journeyman Technician straight time rate:

	August 27, 2018		August 26, 2019 \$2.25 Total Package Increase TBD		August 31, 2020 \$2.00 Total Package Increase TBD	
NEBF	\$0.97	3.00% of gross	\$ TBD	3.00% of gross	\$ TBD	3.00% of gross
Health & Welfare	\$10.00	31.01% gross	\$ TBD	TBD % of gross	\$ TBD	TBD % of gross
Health & Welfare Plan P	\$2.50	7.75% of gross	\$ TBD	TBD % of gross	\$ TBD	TBD % of gross
L. U. Pension	\$7.20	22.33% of gross	\$ TBD	TBD % of gross	\$ TBD	TBD % of gross
Annuity Fund	\$4.63	14.36% of gross	\$ TBD	TBD % of gross	\$ TBD	TBD % of gross
Annuity Sub Fund	\$1.05	per hour	\$1.05	per hour	\$1.05	per hour
Apprenticeship	\$.90	per hour	\$.90	per hour	\$.90	per hour
LMCC	\$.24	per hour	\$.24	per hour	\$.24	per hour
NLMCC	\$.01	per hour	\$.01	per hour	\$.01	per hour
BCRC	\$.10	per hour	\$.10	per hour	\$.10	per hour
Union Dues (Deduct)		2.5% of gross		2.5% of gross		2.5% of gross
Vacation (Deduct)		5.0% of gross		5.0% of gross		5.0% of gross
Administrative Fund	\$.12	per hour	\$.12	per hour	\$.12	per hour
NECA Contractors		.5% of gross		.5% of gross		.5% of gross

Fringe Benefit payments for all Apprentice & Journeyman Technician rates shall be paid at the appropriate percentage rate specified in this agreement for the Specific Fringe Benefit Fund based upon the actual hourly rate of that Apprentice or Journeyman Technician. Hourly rates include adjustments such as shift differential, overtime, work described in section 3.05 (b) and any other specified Journeyman Technician rates as defined in this agreement and/or the National Maintenance Agreement or similar mutual agreement. Fringe benefit calculations for Foreman are capped at the aforementioned appropriate Journeyman Technician rate(s).

Vacation Fund

(a) Five percent (5%) of gross earnings for Vacation pay and Personal Benefit Fund for each employee to the **Local 697 Federal Credit Union** which amounts, when transmitted to the **Local 697 Federal Credit Union** shall be held and credited to a special account standing in the name of each individual employee and from which account the individual employee may withdraw funds standing in his name for vacation benefits in accordance with the rules of the said **Local 697 Federal Credit Union** concerning withdrawals. As distinguished from all other payments required under this section (which other payments are in addition to the hourly wage rates set forth in Section 3.05 (a) and (b) of Article III, the five percent (5%) for Vacation and Personal Benefit Fund shall not be an additional payment, but shall be deducted from the employees' gross earnings.

Dues Deduct

(b) 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.

Health & Benefit

(c) Effective **August 27, 2018**, 31.01 %, effective **August 26, 2019**, TBD %, effective **August 31, 2020**, TBD % of gross earnings to Lake County, Indiana NECA-IBEW Health and Benefit Plan to provide life, accident, sickness and hospitalization insurance and other benefits for the employees and their dependents.

Health & Benefit Plan P

(d) Effective **August 27, 2018**, 7.75 %, effective **August 26, 2019**, TBD %, effective **August 31, 2020**, TBD % of gross earnings to the Lake County Indiana NECA-IBEW Health and Benefit Plan P to provide a benefit to help pay for the cost of Health and Benefit at retirement for employees who qualify under the terms of the Plan. Apprentices are excluded for this contribution until they have attained 3rd period JATC apprentice status.

JATC

(e) Effective **August 27, 2018**, ninety cents (\$.90) per hour worked, effective **August 26, 2019**, ninety cents (\$.90) per hour worked, effective **August 31, 2020**, ninety cents (\$.90) per hour worked to the Electrical Apprenticeship and Training Fund for the purposes set forth in Article V of this Agreement.

Pension

(f) Effective **August 27, 2018**, 22.33 %, effective **August 26, 2019**, TBD %, effective **August 31, 2020**, TBD % of gross earnings to Local 697 IBEW & Electrical Industry Pension Fund for the purposes of providing pensions for the employees in the Bargaining Unit, as determined by the Trustees selected by each party hereto and set forth in the Pension Plan or plans established and amended by them from time to time and in accordance with the eligibility requirements thereof, which Plan or Plans shall become qualified in accordance with the requirements of the Internal Revenue Code. Apprentices are excluded for this contribution until they have attained 3rd period JATC apprentice status.

Money Purchase Plan (Annuity Fund)

(g) Effective **August 27, 2018**, 14.46 %, effective **August 26, 2019**, TBD %, effective **August 31, 2020**, TBD % gross earnings to the I.B.E.W. and Electrical Industry, Local 697, Money Purchase Plan and Trust for the purpose of providing financial benefits for employees who qualify under the terms of the Plan. Apprentices are excluded for this contribution until they have attained 3rd period JATC apprentice status.

Supplemental Unemployment Benefit Fund (Annuity Sub Fund)

(h) Effective **August 27, 2018**, \$1.05 per hour worked, effective **August 26, 2019**, \$ 1.05 per hour worked, effective **August 31, 2020**, \$1.05 per hour worked to the I.B.E.W. Local 697 Supplemental Unemployment Benefit Fund (SUB Fund) for the purpose of providing additional assistance to unemployed members. SUB fund shall accumulate and maintain the sum of two thousand (\$2,000.00) dollars per member's account after which time full contribution goes to member's Money Purchase Plan & Trust account. Apprentices are excluded for this contribution until they have attained 3rd period JATC apprentice status

**Labor-Management Cooperative Committee
(LMCC)**

(i) Effective **August 27, 2018**, twenty-four cents (\$.24) per hour worked, effective **August 26, 2019**, twenty-four cents (\$.24) per hour worked, effective **August 31, 2020**, twenty-four cents (\$.24) per hour worked.

**National Labor-Management Cooperative Committee
(NLMCC)**

(j) Effective July 28, 1997 one cent (\$.01) per hour worked.

**Building and Construction Resource Center, Inc.
(BCRC)**

(k) Effective August 27, 2018 ten cents (\$.10) per hour worked.

Administrative Maintenance Fund

(l) Effective August 27, 2018 twelve cents (\$.12) per hour worked.

(m) The parties agree to the establishment of a legally constituted trust to be called the National Electrical Industry Fund.

Section 6.03 The Health & Benefit Fund, Health & Benefit Plan P Fund, Electrical Apprenticeship and Training Fund, the Electrical Industry Pension Fund, Money Purchase Plan/Supplemental Unemployment Benefit Fund and LMCC Fund shall be jointly administered by an equal number of Trustees representing each party of this Agreement, which administration and the various documents establishing the various funds shall be in

accordance with the requirements of the National Labor Relations Act, as amended, and any other federal laws pertaining to the subject matter for which each individual fund is established.

ARTICLE VII

Agreement Enforcement

Section 7.01 The failure of an individual Employer to comply with the provisions of this Agreement or any agreement or declaration of trust establishing any of the Funds for which contributions or payments are made under this Article, shall constitute a breach of this Agreement. In the event an Employer fails to comply, upon the giving of seventy-two (72) hours written notice to such Employer, the Union at its option, may terminate this Agreement. It is understood that time is of the essence with respect to compliance. The remedy provided for herein shall not be exclusive of any other remedy by way of suit in law or in equity, or otherwise for the collection of the amounts due either by the Union or by the Trustees or administrators of any of the Funds.

Section 7.02 If a monthly payroll report and payment does not arrive at NECA's Michigan City office before the close of business on the 15th of the month following the month the work was performed, it will be declared delinquent and will require a separate check for ten (10%) percent liquidated damages plus twenty five (\$25.00) dollars processing fee as late charges.

If the 15th falls on a Saturday, Sunday or Holiday, the payment and report will be due by the close of business on the next business day.

Current business hours are 7:00 a.m. to 4:00 p.m. central time, Monday thru Friday. Mail slot drop-offs after 4:00 p.m. are processed on the next business day.

If a delinquent payment is not received by the NECA office before the close of business on the 27th of the same month, twenty (20%) percent liquidated damages plus twenty-five (\$25.00) dollars processing fee as late charges, will be charged and the account will be turned over to the attorney for collection. Additional attorney fees and cost will be assessed.

If the 27th falls on a Saturday, Sunday or Holiday, the payment and report will be due by the close of business on the next business day.

If a check is returned because of insufficient funds, it must be replaced by a Certified Check or Money Order and this form of payment will be required for the next 6 months.

When an Employer has accumulated at least one year (12 months) of timely payments, they shall be eligible for one "grace period" on a late payment. Said payment must be received in the NECA office by the 20th of the month in which the payment was due.

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

Section 7.03 In the event an Employer is delinquent or in the event the Trustees of any Fund or the Union question the authenticity or accuracy of the information completed on the forms or in the event of a belief that

the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of any Fund or the Union shall have the right, upon reasonable notice, to inspect the books of any Employer or to have an examination of same made by a certified public accountant. In the event there is a delinquency in payment of the amounts required on the due date or in the event any discrepancy is discovered, the Employer shall bear the accounting costs incurred by the Trustees or the Union.

Section 7.04 The intent of this Article is to attempt to insure compliance with this Agreement and with the various Trust Agreements established hereunder. The parties understand that compliance is a very important facet of the collective bargaining relationship. All legal steps must be taken to insure compliance and, accordingly, no remedy, whether or not set forth herein, shall be considered exclusive of any other remedy available in law, in equity or otherwise.

ARTICLE VIII

Safety

Section 8.01 There shall be a Joint Safety Committee consisting of three (3) members representing the Employer and three (3) members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal or greater than the Standards for Construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State Laws. These safe work rules as recommended by the Committee shall be submitted to the parties to this Agreement to be used as a part of this collective bargaining process. Any proposed changes or revisions in these safe work rules shall first be considered by this Committee for their concurrence and recommendations before being acted upon by the parties to this Agreement.

Section 8.02 It shall also be the function of this Committee to study and update these safe work rules for the benefit of both parties. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

Section 8.03 Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one (1) Employer and one (1) Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

Section 8.04 Each Employer shall promote an active safety program, in accord with The Occupational Safety and Health Act which shall include:

- (a) Designating full or part time safety personnel.
- (b) Conduct safety meetings at least once a week, on all jobs where workmen are employed.
- (c) Arrange for medical care, ambulance service, post names of ambulance service, doctors names, and telephone numbers in construction office on job site.
- (d) Furnish adequate first aid supplies stock piled at the job site.
- (e) Furnish two (2) copies of all reports of major accidents to the Union Office.

Section 8.05 Journeymen Telecommunication Technicians shall NOT work on energized circuits greater than 120 Volts AC or 48 Volts DC, or any respective higher voltages.

Section 8.06 No employee shall be compelled to use a powder actuated tool. Only qualified employees shall be permitted to use powder actuated tools.

Section 8.07 All tools and equipment furnished by the Employer shall be in good condition.

Section 8.08 Where work is over twenty (20) feet above the ground where ladders are used and there is a slippery base, or where work is being performed in a location where congested traffic conditions exist, two (2) employees shall be on the job, one to steady and protect the ladder.

Section 8.09 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

The Joint Safety Committee will oversee an industry-wide program which all contractors signatory to this agreement shall use as a minimum.

All signatory contractors will implement the following:

Develop and implement an "Electrical Safe Work Practices Plan" in accordance with the latest edition of the NFPA-70E.

ARTICLE IX

Labor-Management Cooperative Committee (LMCC)

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

1. To improve communication between representatives of Labor and Management.
2. To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. To assist workers and employers in solving problems of mutual concern not susceptible to resolution with the collective bargaining process;
4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development in the construction industry;
5. To sponsor programs which improve job security, enhance economic and community development and promote the general welfare of the community and the industry.
6. To 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 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 parties hereby agree that it is the intent of the parties to insure that all craft employees and supervisors participate in continuing education in order to meet the qualifications necessary to be classified as Journeymen and Supervisors within their craft. Therefore, the parties shall establish an incentive program funded through the LMCC and JATC and will then meet to determine the appropriate classes to be offered for the craft employees and supervisors. The parties will then determine what incentives need to be incorporated in order to achieve the goal of continuing education.

Section 9.03 The Fund shall function in accordance with and as provided in its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by and shall be entitled to participate in the NLMCC as provided in said Agreement and Declaration of Trust.

Section 9.04 Each Employer shall contribute effective **August 27, 2018**, twenty-four cents (\$.24) per hour worked, effective **August 26, 2019**, twenty-four cents (\$.24) per hour worked, effective **August 31, 2020**, twenty-four cents (\$.24) per hour worked under this Agreement. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northern Indiana Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.05 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

National Labor-Management Cooperative Committee (NLMCC)

Section 10.01 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175 (a) and Section 302 c) (9) of the Labor-Management Relations Act, 29 U.S.C. 186 c)(9). The purposes of this Fund include the following:

1. To improve communication between representatives of labor and management.
2. To provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving 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 encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees.
7. To engage in research and development programs concerning various aspects of the industry, including but not limited to new technologies occupational safety and health, labor relations and new methods of improved production.
8. To engage in public education and other programs to expand the economic development of the electrical construction industry.
9. To enhance the involvement of workers in making decisions that affect their working lives.
10. 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 NLMCC as provided in said Agreement and Declaration of Trust.

Section 10.03 Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 (one hundred fifty thousand) 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 Northern Indiana Chapter, NECA, or its designee, shall be the collection agent for this Fund. If the 15th falls on a Saturday, Sunday or Holiday, the payment and report

will be due by the close of business on the next business day.

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 **Substance Abuse**

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

ARTICLE XII **Code Of Excellence**

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

ARTICLE XIII **BCRC**

The Northern Indiana Chapter NECA and Local 697 IBEW are members of the Building and Construction Resource Center, Inc. (Hereinafter BCRC), a non-profit corporation that was formed to provide services in the construction industry concerning alcohol, drug and other substance abuse.

Effective August 27, 2018, ten cents (\$.10) shall be forwarded to BCRC. Each Employer is obligated to make such contributions.

Payments required to be made to BCRC shall be deemed to be governed by the provisions of this

Agreement pertaining to the collection of the Health and Benefit and Pension payments required to be made by the Employers and thus may be enforced in the same manner.

The Board of Directors of BCRC have full audit authority of the Employers books and records as they pertain to this contribution.

ARTICLE XIV

Administrative Maintenance Fund

Effective August 27, 2018, all Employers signatory to this labor agreement with the Northern Indiana Chapter, N.E.C.A. designated as their collective bargaining agent shall contribute twelve cents (\$.12) per hour for each hour worked by each employee covered by this labor agreement to the Administrative Maintenance Fund throughout the year. The monies are for the purpose of administration of the Collective Bargaining Agreement, grievance handling and all other management duties and responsibilities in this Agreement. The fund will be administered solely by the Employers. The enforcement for delinquent payments to the fund is the sole responsibility of the Fund and not the Local Union. The Fund shall not be used in any manner detrimental to the Local Union or the I.B.E.W.

ARTICLE XV

National Electrical Industry Fund (NEIF)

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

1. Twenty five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one (1) Chapter area during any one (1) 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 (1) Chapter area during any one (1) 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.

SEPARABILITY CLAUSE

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

In Witness Whereof, the parties have executed this Agreement on this 27th day of August, 2018.

**SIGNED FOR THE NORTHERN INDIANA
CHAPTER, NATIONAL ELECTRICAL
CONTRACTOR ASSOCIATION:**

**SIGNED FOR LOCAL UNION 697
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL/CIO:**



Matt LaFree, Executive Manager



Ryan R. Reithel, Business Manager

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

September 10, 2018

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement



Memorandum of Understanding

By and Between
Local 697
of the International Brotherhood of Electrical Workers
and
Northern Indiana Chapter
of the National Electrical Contractors Association



The intent of this MOU is for the clarification of the payments of fringe benefits per Section 6.02 of the **TELECOMMUNICATIONS** Collective Bargaining Agreement.

- It is recognized that percentages in Section 6.02 are for calculation purposes based on Journeyman Technician straight time rate.
- It is recognized that the **DOLLAR AMOUNTS** established from the percentage of gross hourly rate in Section 6.02(c) for Health & Benefit, Section 6.02(d) Health & Benefit Plan P, Section 6.02(f) for Local Union Pension and Section 6.02(g) for Money Purchase Plan (Annuity Fund) shall be reported as **hours paid**.
- It is recognized that the contributions for Sub Fund, Apprenticeship, LMCC, NLMCC, BCRC and Administrative Fund shall be reported as **hours worked**.
- It is recognized that the contribution for NEBF remains at 3% of gross.
- It is recognized that the deduction for Vacation Fund remains 5% of gross.
- It is recognized that the deduction for Union Dues remains 2.5% of gross.

The intent behind the methodology of reporting on **HOURS PAID** for Health & Benefit, Health & Benefit Plan P, Local Union Pension and Money Purchase Plan (Annuity Fund) is to eliminate any unintentional rounding errors between the different accounting systems involved and allow for the intended contribution amounts that were agreed upon by both NECA and the IBEW.

In Witness Whereof, the parties have executed this MOU to the **TELECOMMUNICATIONS** Agreement on this 31st day of August 2020.

SIGNED FOR THE NORTHERN INDIANA
CHAPTER, NATIONAL ELECTRICAL
CONTRACTOR ASSOCIATION:

SIGNED FOR LOCAL UNION 697
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL/CIO:

Matthew J. LaFree, Executive Manager

Ryan R. Reithel, Business Manager