

DUPLICATE

K8111
1,300 workers

29 pgs.

INSIDE AGREEMENT

CINCINNATI CHAPTER, NECA
&
I.B.E.W. LOCAL UNION NO. 212

5-28-01 -- 5-31-04

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INSIDE AGREEMENT

Agreement by and between the Cincinnati Chapter of the National Electrical Contractors Association and Local Union No. 212, I.B.E.W.

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

As used hereinafter in this Agreement, the term association shall mean the Cincinnati Chapter, NECA and the term Union shall mean Local Union No. 212, I.B.E.W.

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

ARTICLE I BASIC PRINCIPLES

The Employer and the union have common and sympathetic interest in the Electrical Industry. Therefore, a working system of harmonious relations is 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:

EFFECTIVE DATE - CHANGES - GRIEVANCES - TERM OF THE AGREEMENT

SECTION 1.01.

This Agreement shall take effect May 28, 2001 and shall remain in effect until May 31, 2004, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

SECTION 1.02.

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- (c) The existing provisions of the Agreement, including this Article shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations 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 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 representing the Union and three representing the Employer. 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 representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

SECTION 1.07.

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

SECTION 1.08.

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

SECTION 1.09.

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

ARTICLE II EMPLOYER RIGHTS - UNION RIGHTS - UNION RECOGNITION - UNION SHOP

SECTION 2.01.

The Employer recognizes the Union as the 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 any other conditions of employment.

The Employer understands that the Local Union Jurisdiction, both trade and territorial, is not a 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.

SECTION 2.02(a).

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 Unions' geographical jurisdiction, in determining the need and the number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or Owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations and in discharging employees for proper cause.

SECTION 2.02(b) - FOREMAN CALL BY NAME

The employer shall have the right to call Foremen by name provided:

- (a) The employee has not quit his previous employer within the past two weeks.
- (b) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said foreman provided the name appears on the highest priority group.
- (c) When an employee is called as a foreman he must remain as a foreman for 1,000 hours or must receive a reduction in force.

SECTION 2.03.

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

SECTION 2.04. - SURETY BOND

Each and every Employer signatory to this Agreement agrees to deposit a Surety Bond with Local Union No. 212, I.B.E.W. for the purpose of guaranteeing that the employees covered by this Agreement, who are employed or have been employed by each recognized Employer respectively, shall receive full payment of all wages, properly due them under this Collective Bargaining Agreement, including any payroll deductions such as, but not limited to Union dues, assessments and credit union. Forms shall be secured from Local Union No. 212, I.B.E.W. headquarters. The foregoing bond shall be executed on Bond Form EWWB#1. The amount of the bonds shall be in accordance with the following schedule: (1 through 5 employees - \$5,000 bond, 6 through 10 employees - \$10,000 bond, 11 through 40 employees - \$20,000 bond, over 40 employees - \$50,000 bond).

In addition to the foregoing bond each and every Employer signatory to this Agreement shall deposit a separate and additional surety bond with the "Local Union No. 212, I.B.E.W. Benefit Office" at their then current headquarters for the purpose of guaranteeing that the employees covered by this Agreement, who are employed or have been employed by each recognized Employer respectively shall receive full and complete payment of all fringes, benefits and contributions due under this Collective Bargaining Agreement, including but not limited to, Health and Welfare, Pension, Supplemental Unemployment Benefits, National Electrical Benefit Fund contributions and Vacation deductions. (1 through 5 employees - \$5,000 bond, 6 through 10 employees - \$10,000 bond, 11 through 40 employees - \$20,000 bond, over 40 employees - \$50,000 bond).

The foregoing Benefit Office bond shall be executed on Bond Form EWFB#1. Each of the foregoing bonds (Local Union No. 212 and Benefit Office) must be accompanied by a copy of a State of Ohio "Certificate of Compliance" properly endorsed by the Ohio State Superintendent of Insurance before such bond shall be considered valid.

The condition of both the Surety Bonds shall be that, in the event the Employer is finally determined to have violated those portions of this Agreement specifying the wages and benefits due to employees in any material way, then said surety bond or bonds shall be forfeited to the extent of the default plus allowable costs. The determination above referred to shall be made, after a full hearing and authorizing vote by the Labor Management Committee.

The Labor Management Committee shall have full powers to determine the amount due, if any, and shall direct payment out of said surety bond or bonds the amount determined. Such amount to be paid by the Surety directly to the affected Employee or to the appropriate Trustees. Local Union No. 212, I.B.E.W. shall not refer applicants for employment to potential Employers until such time as their bonds have been received and verified as valid and shall immediately inform any covered employee and the Benefit Office in the event any Employer allows his bond to lapse or such is canceled by surety.

The Benefit Office shall refuse contributions from Employers until such time as the Benefit Office bond is received by the Benefit Office and verified as valid or in the event said bond is canceled, the Benefit Office may refuse contributions.

In the event that any Employer fails to remit payments due to employees covered by this Agreement, Local Union No. 212, I.B.E.W. or to the Benefit Office within the time limits set forth in this Agreement, for three consecutive times in any 12 month period or for any five times in any 12 month period and after such lateness or remission is verified by the Labor Management Committee, the Committee shall direct that the offenders Bond for Wages and Benefits be doubled. Failure of the Employer to comply with this requirement within 30 days of notification shall constitute a serious breach of this Agreement.

Any Employer who after being adjudged habitually late and after first having posted two (2) bonds may have his bonds again reduced to the normal amount after the Labor Management Committee determines that said Employer has made all required payments, within the allowed time limits for a consecutive 24 month period.

SECTION 2.05

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 proper representatives decide to do so, but no removal shall take place until notice is first given by the Business Manager to the Employer involved. The Union shall direct the workmen on such jobs to carefully put away all tools, materials and equipment or any other property of the Employer in a safe place provided by the Employer.

SECTION 2.06

No employee working under the terms and conditions of this Agreement, while employed for a signatory contractor to this Agreement shall himself become a contractor for the performance of any electrical work.

SECTION 2.07. WORK PRESERVATION

(a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity including a joint-venture, wherein the Employer, through its officers, directors, partners stockholders, exercises either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

(b) As a remedy for violations of this Section, the Labor-Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry and/or an independent arbitrator, as the case may be; are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violations of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

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

SECTION 2.08.

An Employer signatory to a collective bargaining Agreement or to a letter of assent to an Agreement with another I.B.E.W. 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 I.B.E.W. International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

SECTION 2.09. - FAVORITE NATIONS

The Union agrees that if during the life of the 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 Employers under this Agreement and the Union shall immediately notify the Employer of any such concessions.

SECTION 2.10.

The Employer shall carry Workman's Compensation Insurance irrespective of the number of employees, as required by the state in which the work is performed.

SECTION 2.11.

Individual Employers will prepare four (4) copies of Monthly Payroll Reports (Form currently supplied by the Benefit office) which will include the following details: All employees, names, social security numbers, hourly wage rate, hours paid, gross earnings, amount due to each of the vacation, pension, health and welfare and SUB trusts, monthly payroll. Reports will be distributed as follows:

One copy to be retained by the Employer. Three copies to be forwarded to the Benefit Office, together with funds in the total amount due. Funds shall be made payable to the designated depository (currently the Fifth Third Bank). After making notation of time of receipt, the Benefit Office shall forward said funds and copies of Payroll Reports to the depository (Fifth Third Bank).

Designated depository will retain one (1) copy of the Payroll Report. The designated depository will prepare

deposit slips for each recipient Trust and forward one (1) copy of the Payroll Report together with a deposit memo to the I.B.E.W. Benefit Office;

Designated depository will forward one (1) copy of the Payroll Report to the office of Local Union No. 212, I.B.E.W.

The Monthly Payroll Reports will further contain a statement providing for both Assent to the Labor Agreement and Assent to participate and contribute to all Jointly Administered Trusts and Plans referenced in the Labor Agreement.

Payroll Reports (Form currently supplied by the Benefit Office), JATC Report forms, dues check off report form, Credit Union report form, and NEBF report form, and monies in their entirety are due and owing (as accrued, however, they shall be paid monthly not later than fifteen (15) days following the end of the previous calendar month, except that when the fifteenth of the month falls on a Saturday, Sunday, New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or days legally celebrated for such holidays, then the payment must be received by the next regular business day. The fifteen (15) days above and the holiday provisions shall be the sole grace period allowed for depositing the reports and funds in the hands of the appropriate depository, on or before 5:00 p.m. of the last day due.

In the event the Employer fails to make payments, as set forth above, by close of business on the appropriate date, there shall automatically be liquidated damages assessed against the Employer in the following amount:

\$250.00 to cover the costs of notifications, legal fees and administrative action, in addition to the above there shall be assessed a sum equal to five percent (5%) of the amount of the payment due to cover lost interest and income from investments, interruption of routine office procedures and sundry expenses. Should legal fees expended to secure the payment of such obligations exceed \$250.00, then the excess shall be added to the above sum and be due and owing.

The above liquidated damages shall be assessed but once for any given calendar month obligation and shall be due and owing fifteen (15) days after the Benefit Office posts notice of said liquidated damages to the Employer by U.S. Mail to the Employer's last known address.

Where late payments on the part of the Employer result from acts of God, disasters or postal delay of five (5) days or more, said liquidated damages may, within 15 days of due date, be appealed to the Labor Management Committee, who shall have the right to affirm or set aside the liquidated damages.

All funds received through the imposition of the above liquidated damages shall be placed in a special Benefit Office account and used to defray part of the costs of operating said Benefit Office.

When the Labor Management Committee determines that it is necessary to protect the interests of the Employee, it may direct an individual Employer to submit funds in the form of cashiers check or certified check.

Copies of Payroll Reports shall be available to authorized representatives of Local Union No. 212, I.B.E.W. and signatory contractors during normal working hours and will be maintained on file at the I.B.E.W. Benefit Office.

Payroll Report forms will be supplied by the designated depository to the Union, which in turn will be supplied to the individual Employers. Computer printouts containing the required information will be accepted in lieu of furnished report forms, when attached to the report form and properly signed.

The JATC will furnish to the Employer the form on which JATC contributions are to be reported. The National Electrical Benefit Board (NEBF) will furnish to the Employer the form on which NEBF contributions are reported, Local Union No. 212, I.B.E.W. will furnish to the Employer the form(s) and authorizations for reporting and authorizing payments for dues check off and Credit Union deductions

SECTION 2.12. 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 and/or Section 14 of this Article, 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 provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

SECTION 2.13. All charges of violation of Section 12 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

SECTION 2.14. The Business Manager shall appoint a working Steward on every job; this will be by mutual consent (Business Manager and Representative of the contractor on the job) who shall be held strictly responsible to the Union for the maintenance of all working rules. The Steward shall be allowed time to perform his Steward duties. In case it becomes necessary for the Employer to shift the appointed Steward to other work, the Business Manager shall be notified before such a shift is made so that another Steward may be appointed.

The steward represents the Union and his authority is to report infractions of the rules as he interprets them to the Foreman and if they are unable to arrive at a conclusion, then he reports to the Union Business Manager, who in turn will take it up with the officials of the Employer. The Steward shall be the third last Journeyman Wireman on the job, when applicable.

SECTION 2.15. It is understood and agreed that there shall be no stoppage of work either by strike or lockout because of the pendency of any question or dispute, except as hereinafter provided for.

SECTION 2.16. Employers shall not loan nor cause to be loaned, their employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skills are not available through the referral procedure.

SECTION 2.17. On all jobs requiring five (5) or more journeymen at least every fifth journeyman, if available, shall be fifty (50) years of age or older.

ARTICLE III

HOURS, WAGES, WORKING CONDITIONS

SECTION 3.01.

Eight hours work between the hours of 7:30 a.m. and 4:30 p.m. with 30 minutes for lunch period between 12:00 and 12:30 shall constitute the workday. Five such days Monday through Friday shall constitute the workweek.

SECTION 3.02.

The hours of labor shall be eight (8) hours per day. The hours of the normal workday may be varied by not more than one (1) hour by mutual consent of the parties hereto.

SECTION 3.03.

All work in excess of work in Sections 1 & 2 of this Article shall be considered overtime and paid at the following rates - 9th & 10th hours, worked consecutively and immediately preceding or following the normal hours worked, Monday through Friday will be paid at time and one half of the straight time rate. The first ten (10) hours worked on Saturday will be paid at time and one half times the straight time rate. All other overtime will be paid at double the straight time rate, with the exception of shift work. See Section 3.04 and 3.12.

SECTION 3.04.

The Employer, with 24 hours prior notice to the Union, may institute a workweek consisting of four (4) consecutive ten (10) hours days between the hours of 7:30 a.m. and 6:30 p.m., Monday through Thursday, 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 work 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 times (1 1/2X) the regular rate of pay.

Four-(4) Day-Ten (10) hour shift option: The first shift shall be four ten-hour days, Monday through Thursday with a thirty minute unpaid lunch break.

The second shift, if one is scheduled, shall be nine and one-half (9 & 1/2) hours of work for ten (10) hours pay at the basic straight time hourly wage rate plus twenty-five cents (\$0.25) per hour second shift plus one-half hour unpaid lunch period. Benefits for the ten (10) hours paid.

Makeup day - In the event it is not possible to work a full regular scheduled workweek because of weather or lost time due to a holiday, the Employer may schedule a makeup day. A four day ten hour shift may use Friday as a voluntary makeup day (not mandatory), work on the makeup day will be scheduled for a minimum of eight (8) hours.

Work canceled due to weather or a holiday during the workweek will be the reason for Friday being utilized as a make-up day. The hours of the workday may be varied by not more than one (1) hour by mutual consent of the parties hereto.

SECTION 3.05(a).

SUMMARY SHEET

Effective May 28, 2001 Through June 1, 2002

Journeyman Wireman	\$23.53	
Foreman (+ 10% of JW)	\$25.88	
General Foreman (+ 20% of JW)	\$28.24	
Health & Welfare	\$2.45	per hour worked
PENSION	\$2.40	per hour worked
SUB	\$0.65	per hour worked
CECAF	\$0.11	per hour worked
NEAP	\$0.75	per hour worked
NEBF	3.0%	of gross payroll
JATC	1.0%	of gross payroll
LMCC	\$0.03	per hour worked
NLMCC	\$0.01	per hour worked
Working Dues	5.0%	(Deduction)
Vacation Journeymen Wireman	8.0%	per hour worked (Deduction)
Vacation Foreman	8.0%	per hour worked (Deduction)
Vacation General Foreman	8.0%	per hour worked (Deduction)

SECTION 3.05(b).

**APPRENTICE WAGE SCHEDULE
EFFECTIVE 5-28-01 THROUGH 5-31-02**

	% of JW Rate	RATE	H&W	PENSION	SUB	NEAP	VAC*
1st period (0-1000 hrs.)	40%	\$ 9.41	\$2.45	\$0.00	\$0.00	\$0.35	\$0.00
2nd period (1000-2000 hrs)	43%	\$10.12	\$2.45	\$0.00	\$0.00	\$0.35	\$0.00
3rd period (2000-3500 hrs.)	48%	\$11.29	\$2.45	\$1.15	\$0.65	\$0.60	8%
4th period (3500-5000 hrs.)	53%	\$12.47	\$2.45	\$1.27	\$0.65	\$0.65	8%
5th period (5000-8000 hrs.)	58%	\$13.65	\$2.45	\$1.39	\$0.65	\$0.65	8%
6th period (6500-8000 hrs.)	73%	\$17.18	\$2.45	\$1.75	\$0.65	\$0.70	8%

All benefits are paid on per hour worked

*Payroll deduction

The total wage and fringe benefit package for Journeymen Wiremen shall be increased \$1.25 June 3, 2002 and \$1.30 June 2, 2004 at the discretion of the local union.

SECTION 3.06. The workmen shall work the full eight/ten hours anywhere within the jurisdiction of Local Union No. 212.

SECTION 3.07.

The Employer shall either provide transportation when employees are moved between jobs during working hours or pay 32 cents per mile for travel expense.

SECTION 3.08.

Work performed on Sunday, New Year's Day, Decoration Day, Labor Day, Independence Day, Thanksgiving Day, and Christmas Day or days celebrated for them shall be considered overtime and paid at the rate of double time.

SECTION 3.09.

No overtime shall be permitted without notice to the Business Manager's office and/or his designated representative.

SECTION 3.10. FOREMAN - GENERAL FOREMAN -

(a) On all jobs requiring five men or more, there shall be a foreman on the job site who shall receive Foreman's pay. When ten men are employed, he shall receive General Foreman's pay. For each additional ten men, the Employer shall appoint a Foreman, who shall receive Foreman's pay.

(b) If there are less than six men on the job, the Foreman should be able to work and still properly supervise the job.

(c) The Foremen are representatives of the Employer and the entire conduct of the work is in their hands to make the proper decisions. It is their responsibility to see to it that the men work eight/ten hours and otherwise conduct themselves in a workmanlike manner.

(d) Foreman hourly rate shall be ten percent (10%) above Journeyman rate. General Foreman hourly rate shall be twenty percent (20%) above the Journeyman rate.

SECTION 3.11.

All employees who are not actively employed for a period of 21 consecutive workdays due to lack of work shall be terminated.

SECTION 3.12. SHIFT WORK -

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

The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight-(8) hours pay at the regular hourly rate for eight-(8) hours work.

The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m.. Workmen on the "swing shift" shall receive eight hours pay at the regular hourly rate plus 10% for seven & one half (7-1/2) hour's work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight-(8) hour's pay at the regular hourly rate plus 15% for seven (7) hours worked.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one half time the "shift" hourly rate.

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

SECTION 3.13.

The First (day), Second (swing), and third (graveyard) shifts shall receive eight (8) hours benefits for eight (8) hours pay.

SECTION 3.14.

No employee may work more than one shift in a 24-hour period unless compensated accordingly.

SECTION 3.15.

Work on occupied buildings where it is necessary to perform such work outside regular working hours may be performed at the shift rates set forth (five day minimum limit does not apply to this type of work). If the customer requests starting times different than Section 3.12, the following shift change may be used:

The second and third shifts must be worked between the hours of 3:30 p.m. and 7:00 a.m. The rate of pay will be the rate established for the shift work in Section 3.12.

SECTION 3.16. CREDIT UNION -

The Employer shall make a payroll deduction for Credit Union deposits in increments of \$5.00 weekly. Deductions shall be made only upon receipt by the Employer of a properly executed Credit Union deduction authorization card, available from the Union office. Such deduction authorization card shall remain in effect for a period of six (6) months and will be automatically renewed unless a new authorization card is received by the Employer. Deductions by the Employer will be made weekly and deposited to the Employee's individual account in the Credit Union monthly. Deposits are due to the Credit Union by the same date as is the Employer's payments to the NEBF under the terms of the Employees Benefit Agreement.

SECTION 3.17.

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 I.B.E.W. 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.

Each Employer shall withhold the amount established by the I.B.E.W., Local Union No. 212, Bylaws from each I.B.E.W. member's weekly gross pay for working dues. Each Employer shall deposit monthly with the Local Union No. 212, I.B.E.W., the aforementioned amounts for each member upon authorization from said member. The Employer shall show on the member's check stub the amount deducted for working dues.

It shall be the Union's responsibility to furnish to the member the deduction authorization card at the time of his referral, and it shall be the member's responsibility to present this card properly executed to the Employer at the time of his reporting to said Employer.

SECTION 3.18.

Wages shall be paid weekly by check or in cash, as the Employer may elect during regular working hours not later than Wednesday of the following week (except when a holiday intervenes in this period in which case payment may be made on the following date) for all work performed up to and including the preceding Sunday to 12:00 midnight. All employees laid off or discharged by an individual Employer shall be paid immediately except when an employee is discharged for being intoxicated at any time or is discharged on Saturday or Sunday, he shall be paid no later than the next regular payday by mail.

Any employee not receiving their pay by the end of their shift on Wednesday following the end of the pay period described in this Article shall receive two hours pay for compensation. Four additional hours shall be paid for compensation if pay is not received by the end of the shift the following day, Thursday, and four hours pay for everyday thereafter not paid.

If an Employer elects to use the postal services, the employee shall receive their pay by the end of the first shift, Thursday, following the end of the pay period or be compensated the same as above, unless the pay envelope is postmarked before Monday, 11:59 p.m., to account for postal delays. If an employee does not receive their pay by the end of the first shift Thursday, THEY MUST CALL THE CONTRACTOR AND LET THEM KNOW THEY DID NOT RECEIVE THEIR CHECK. THE EMPLOYER MUST PAY ON THE JOB SITE FRIDAY.

SECTION 3.19. HIGH TIME
High time shall apply to all work 50 ft. or more above impact level performed from a pick, boatswain's chair, swinging painter's scaffold, or rope or cable supported barrel.

High time shall also apply to work above 100 ft. above the base of smokestacks and antenna towers.

All the above shall only apply when such construction methods are directed by the Employer or his authorized representative.

High time shall be paid at the rate of \$4.00 per hour worked in addition to the employee's regular rate of pay.

SECTION 3.20. COPE FUND

The Employer shall allow a payroll deduction to I.B.E.W. COPE in the amount of five cents (\$.05) per hour worked. Deductions shall be made only upon receipt by the Employer of a properly executed COPE Deduction Authorization Card. Such deduction shall remain in effect until a written cancellation request is received from the employee. The deduction by the Employer will be made weekly and mailed monthly along with other payments to the Local Union Office.

Deductions will start only upon presentation of a properly executed authorization card to the Employer.

SECTION 3.21.

Any applicant for employment, or any employee who has reported ready for work on the job site when ordered by the Employer and is not allowed to start shall be entitled to two hours wage, except that when an employee has failed to report for two consecutive work days without notifying the Employer's office of the cause of such failure, his order to work shall be considered as automatically terminated unless the Employer agrees to re-assign said employee.

SECTION 3.22.

The Employer shall furnish the Union and the Employee a termination slip on a form supplied by the Union. The termination slip shall be properly completed and signed by the Employer or his authorized representative. The termination slip shall be faxed in Twenty-four (24) hours to the Union, mailed and postmarked within forty-eight (48) hours of termination, Saturday, Sunday and Holidays excepted.

SECTION 3.23.

Effective January 1, 1991, the employee's check stub shall contain all of the following: their name, all deductions required by law and, also, Health and Welfare, Pension, Union Dues, Vacation, SUB Payment, Contractor's name and mailing address, and any other as heretofore mentioned shall be itemized on the employee's check stub.

SECTION 3.24.

The handling of all materials on job sites, the laying out and cutting of holes and channels, the setting and erection of bolts, inserts brackets, supports, sleeves, thimbles and hangers or any other operation pertaining to the completion of the electrical installation on the job shall be done by workers employed by the electrical Employer on the job.

SECTION 3.25.

Prefabrication work of materials in the Employer's shop shall be done by workmen under the terms of this Agreement.

SECTION 3.26.

The following list of tools is the minimum for skilled electrical workers doing the regular electrical work in buildings. The condition in which they are kept and their quality will reflect the skilled craftsmanship and ability of their owners. As a man takes pride in his tools, in like manner he will take pride in the work he turns out with these tools:

TOOLS

Wire Strippers - 18 ga. to 8 ga.	Pair Long Nose Pliers
16' retractable metal measuring tape	50' Steel Tape
Small Phillips Screwdriver	Adjustable Hacksaw Frame
Large Phillips Screwdriver	6" Rule
Small Screwdriver	50' Chalk Line
Large Screwdriver	8" Level
Claw Hammer	Plumb Bob
420 Channel lock - or equivalent	Pocket Knife
430 Channel lock - or equivalent	Tap Wrench
Pair Cutting Pliers	Center Punch
Adjustable Wrench	Voltage Tester
1/2" by 6" Chisel	

All other tools necessary for the conduct of the business will be supplied by the Employer.

SECTION 3.27.

The Employer shall indemnify the employee for loss of the employee's personal tools destroyed by fire on the job site. Such indemnification shall be the actual amount of the loss, not to exceed the sum of four hundred (\$400.00) dollars. Proof of loss shall be required.

SECTION 3.28.

Workmen shall be held responsible for the tools and equipment of the Employer's, provided such individual Employer furnishes a suitable toolbox with proper lock or other safe place for the storage of such tools or equipment. The Employer shall also furnish a suitable toolbox with proper lock or other safe place for the storage of the workmen's tools.

SECTION 3.29. TEMPORARY WIRING -

The installation, maintaining, connecting, shifting or repairing of all wiring for temporary lighting, heating and power, and the maintenance of the wiring for temporary lighting, heating and power, and the maintenance of the wiring of pumps, fans, blowers and other electrical equipment in new buildings in the course of construction, old buildings undergoing alterations, subways and bridges under construction, shall be performed by workmen employed under the terms of this Agreement.

SECTION 3.30. SAFETY RULES -

The Employers and the Union and its employees, recognizing the importance of safe working conditions for the general welfare of the industry, recognize the "Occupational Safety and Health Act" of 1971 as a guide to both management and workmen in safely conducting their operations.

SECTION 3.31.

Two Journeymen must be employed when working on live work of 440 volts or over.

SECTION 3.32.

The Employer agrees that all work shall be done in a safe and workmanlike manner, in accordance with the contract specifications and the code of the National Fire Protection Association and all state or municipal codes applicable in the territory where the work is done.

SECTION 3.33. Contractors will furnish hardhats and safety glasses. Upon request, ear protection, rain gear, and safety items relating to working on energized circuits will be made available for use on job site.

SECTION 3.34. Journeymen shall be required to correct defective work for which they are responsible on their own time during regular working hours. The Labor Management Committee shall decide any dispute as to the responsibility for defective work.

SECTION 3.35. Trailers or extension lights shall consist of one socket and one attachment plug and not to exceed forty feet of flexible wire, which shall be made up and repaired by workmen employed under the terms of this Agreement, but may be replaced in various sockets or receptacles by trades using them. This applies to either lighting or power appliances.

SECTION 3.36. It is agreed that any employee may carry up to 25 lbs. of the Employer's material or tools in his personal vehicle during working hours; provided such material and/or tools are in a clean container. Carrying of the above materials or tools shall be solely at the discretion of the employee. There shall be no Agreement between an employee and the Employer for leasing or renting of personal vehicles without permission of the Business Manager of Local Union No. 212, I.B.E.W.

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

SECTION 4.02. The Union shall be the sole and exclusive source of referrals 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 for 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 of any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accordance 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.

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 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 an 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 between the parties to this 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 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 Employee".

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.

The following counties, State of Ohio - Brown, Clermont, Hamilton

The following counties, State of Kentucky - Boone, Bracken, Campbell, Gallatin, Grant, Kenton, Pendleton

The following counties, State of Indiana - Dearborn, Ohio, Switzerland

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 areas 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 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.

"Examinations" - 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 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.

GROUP III

SECTION 4.12.

An applicant who has registered on the "Out of Work List" must renew his application every thirty 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.

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

SECTION 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 over age 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 Association, and a public member appointed by both these parties.

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 4.03 through 4.12 of this 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 from any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

SECTION 4.18.

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

SECTION 4.19.

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

SECTION 4.20.

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

ARTICLE V

STANDARD INSIDE APPRENTICESHIP 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 policies. All apprenticeship standards shall be registered with the NJATC and thereafter 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, reappointments, 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 One 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 telecommunications 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 sometime 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 a total number of apprentices not to exceed a ratio of one apprentice to three Journeyman Wiremen normally employed under a collective bargained agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct entry through organizing, as provided for in the registered apprenticeship standards.

SECTION 5.09. Though the JATC cannot guarantee any number of apprentices, if a qualified employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If the JATC is unable to fill the request within ten (10) working days, and if the JATC has fewer indentured apprentices than permitted by its allowable ratio, they 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 5.11A. 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 or fraction thereof as illustrated below:

Number of Journeyman	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
7 to 9	6
97 to 99 etc.	66 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 Relations Trust Fund Agreement which shall conform to Section 302 of the Labor-Management 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: 1% percent of the gross monthly labor payroll. This sum shall be due the Trust Fund by the same date as is their payment to the NEBE under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI FRINGE BENEFITS

SECTION 6.01. - NATIONAL ELECTRICAL BENEFIT FUND (NEBF)

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

SECTION 6.02. - NATIONAL ELECTRICAL ANNUITY PLAN (NEAP)

It is agreed that in accord with the IBEW, District Ten, NEGA 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: seventy-five cents (\$.75) per hour worked [the contribution obligation], except for all 1st and 2nd period apprentices on which thirty-five cents (\$.35) per hour worked, except for all 3rd and higher period apprentices on which fifty cents (\$.50) per hour worked plus their wage percentage of \$.25 is to be paid, together with a completed payroll report prescribed by NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing 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 fifteen (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 seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate collection agent.

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

SECTION 6.03. - REGULAR HEALTH & WELFARE

The Employer shall contribute to the Trustees of the Health and Welfare Fund designated under an Agreement and Declaration of Trust dated the 1st day of April, 1968 and "Employer's Contribution" shall be as follows: Journeymen and Apprentices - \$2.45 per hour for each hour worked to each employee as defined in the Agreement, for said Employer. Such contribution to be administered and expended by the Trustees, pursuant to the provision of the Agreement and declaration of trust for the purpose of providing insurance and Health and Welfare benefits to eligible employees and eligible dependents insofar as the Trustees may determine in conformance with such Agreement and Declaration of Trust.

SECTION 6.04. - REGULAR PENSION

The Employers shall contribute to the Trustees of the Pension Fund designated under an Agreement and Declaration of Trust, dated the 7th day of July, 1965, as follows:

Journeyman \$2.40 per hour, for each hour worked to each employee as defined in this Agreement, for said Employer. Such contribution to be administered and expended by the Trustee pursuant to the provisions of the Agreement and Declaration of Trust for the purpose of providing pensions for employees, and for their beneficiaries insofar as the Trustees may determine in conformance with such Agreement and Declaration of Trust.

Apprentice - 5 Year Program

PERIOD	AMOUNT	PENSION
First 30 days	\$0.00	
Second 30 days	\$0.00	
Third	\$1.08	
Fourth	\$1.20	
Fifth	\$1.32	
Sixth	\$1.68	

SECTION 6.05. - REGULAR SUPPLEMENTARY UNEMPLOYMENT BENEFIT

The Employer shall contribute to the Trustees of the S. U. B. Fund designated under an Agreement and Declaration of Trust dated the 5th day of June, 1972, and the Employer's contribution shall be, as follows:

Journeyman and Apprentices - \$.65 per hour for each hour worked to each employee as defined in this Agreement, for said Employer.

SECTION 6.06: - CHRISTMAS EVE. The Employer shall pay one full day's pay at straight time to each employee for the day immediately preceding Christmas Day if such day is a regular working day, providing that the employee shall work on that day from 7:30 a.m. till noon (12:00) except that in the event that an employee is available to work and is prevented from working on the day preceding Christmas Day, through no fault of the employee, and that the day was a regular working day, he shall be paid 3 & 1/2 hours pay at his regular time rate, provided that he worked the full day immediately preceding the regularly scheduled work day.

When Christmas is Sunday or Monday, Christmas Eve Holiday will be celebrated on Friday. If the employee is required to work a full eight (8) hours shift, he will receive 3.5 hours additional compensation at normal rate of pay with no benefits.

SECTION 6.07. Agree to opening of the Agreement for creating the best use of existing Benefit Contributions in relation to the tax codes, benefit structure, and optional direction of funds to qualified plans (i.e. 401K). Action to occur at the recommendation of Benefit Trustees or mutual consent of signatory parties.

ARTICLE VII NATIONAL ELECTRICAL INDUSTRY FUND

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 he labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE VIII LABOR MANAGEMENT COOPERATIVE COMMITTEE

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

- 1. to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

2. to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
3. to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the construction industry;
4. to sponsor programs, which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
5. 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;
6. to engage in public education and other programs to expand the economic development of the electrical construction industry;
7. to enhance the involvement of workers in making decisions that affects their working lives;
6. to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

SECTION 8.03. Each employer shall contribute \$0.03 per hour for each hour worked. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendars, following the last day of the month in which the labor was performed. The Cincinnati Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

ARTICLE IX
NATIONAL LABOR MANAGEMENT COOPERATIVE FUND

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

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving 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 labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) to enhance the involvement of workers in making decisions that affect their working lives; and
- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

SECTION 9.02.

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

SECTION 9.03.

Each Employer shall contribute one cent (\$0.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Cincinnati Chapter, NECA, or its designee shall be the collection agent for this Fund.

SECTION 9.04.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to fifteen percent (15%) of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages; and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become 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
**ARTICLE XI
SUBSTANCE ABUSE**

SECTION 10.01.

The dangers and cost, which alcohol and other chemical abuses can create in the electrical construction 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 impairment should contain a strong rehabilitation component.

The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

**ARTICLE XI
VACATIONS**

SECTION 11.01.

Each employee, at his option, may take a maximum of four (4) weeks vacation during any calendar year providing that such vacation period is designated by the proper execution of an "Application for Vacation" card at least thirty (30) days in advance of the desired vacation, and such application is approved by his Employer.

SECTION 11.02.

Not more than twenty percent (20%) of the employees in any shop or on any job shall be granted their vacations at the same time, unless agreed to by the Employer.

SECTION 11.03.

All vacations shall begin on Monday, unless otherwise agreed upon by the Employer and employee. No additional vacation time off, as such, will be allowed because of a holiday that may fall within the two weeks vacation period agreed upon. All vacations must be taken in increments of one week.

SECTION 11.04.

Vacation time is not accumulative from one calendar year to the next calendar year. There will be an interval of at least three (3) months between a vacation scheduled for an employee in one calendar year and his vacation scheduled in the next calendar year.

SECTION 11.05.

The Employer shall make a payroll deduction in the amounts of 8% for Journeyman, Foreman, and General Foreman per hour worked. The Credit Union shall create an account upon receipt of a properly executed Credit Union deduction authorization card, available from the Union office. Deductions by the Employer will be made weekly and deposited to the Employee's individual account in the Credit Union monthly. Deposits are due to the Credit Union by the same date as is the Employer's payments to the NEBF under the terms of the Employees Benefit Agreement.

**ARTICLE XII
ADMINISTRATION FUND**

SECTION 12.01.

Cincinnati Electrical Contractors Administration Fund - (C.E.C.A.F.)

Each Contractor covered by this Agreement shall contribute to the C.E.C.A.F. eleven (11) cents per hour effective August 17, 1998 for all hours worked by all employees covered by this Agreement.

The fund shall be administered solely by the Association and all collections of the C.E.C.A.F. 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 benefits and related funds. This fund shall not be used in any manner detrimental to I.B.E.W. Local Union No. 212 or the International Office of the I.B.E.W.

Depository to be: JOINT INDUSTRY BENEFIT FUNDS, 7815 Cooper Road, Suite B, Cincinnati, OH 45242.

**ARTICLE XIII
SEPARABILITY CLAUSE**

SECTION 13.01.

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

**INSIDE AGREEMENT - 5/28/01 through 5/31/04
CINCINNATI CHAPTER NECA
IBEW LOCAL UNION 212**

SIGNED FOR:
CINCINNATI CHAPTER, NECA

SIGNED FOR:
IBEW LOCAL UNION NO. 212

Don Bolling
DON BOLLING
CHAPTER MANAGER

William Cunningham
WILLIAM CUNNINGHAM
BUSINESS MANAGER

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
SEP 19 2001
Edwin D. Hill, President
This approval does not make the
International a party to this agreement.