

LOCAL AREA ADDENDUM

of the

SOUND & COMMUNICATIONS SUPPLEMENT

to the

NATIONAL TELEDATA AGREEMENT

between

LOCAL UNION NO. 38

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

and the

**GREATER CLEVELAND CHAPTER
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION**

April 30, 2018 through April 25, 2021

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Local Area Addendum

The Employer and the Union have a common and sympathetic interest in the Teledata Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in the 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.

Scope

This Local Area Addendum covers the type of work set forth in the Sound and Communication Supplement to The National Teledata Agreement and performed within the property lines, except that:

- 1) The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems shall not be part of this agreement.
- 2) The installation of conduit and/or raceways shall be installed by Inside Wireman. On sites where there is no inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet.
- 3) Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit.
- 4) All HVAC control work shall not be a part of this Agreement.

Hours - Wages - Working Conditions - Classifications

Any eight, regularly scheduled, consecutive hours shall constitute a workday from 6 a.m. to 6 p.m., with 1/2 hour for lunch after the first (4) hours. Up to two (2) men can be scheduled to work staggered hours and can start prior to or after the other employees. For the purpose of servicing a customer's needs on remodel work in retail or office building spaces, a 6:00 a.m. start is acceptable with a Twenty-four (24) hour notice to the Union on a form mutually agreed to by both parties to this agreement.

Four Tens may be worked any four consecutive days during the normal work week (Monday through Friday) on a job to job basis and then only by mutual consent of the Business Manager of the Union.

SHIFT WORK

(As per the National Teledata Agreement)

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: Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours worked. Workmen on the "swing shift" shall receive eight hours pay at the regular hourly rate plus 10%. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular rate plus 15%. A lunch period of thirty 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 times the "shift" hourly rate. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Overtime and Holidays

(a) The four hours contiguous to the regular work day, either before or after, and up to eight continuous hours that start and finish on Saturday, shall be paid at 1 ½ (time and one-half) the regular established shift rate of pay. No more than 4 hours of overtime on any workday Monday through Friday can be paid at 1 ½ the regular rate of pay. However, all overtime work starting at the double-time time rate of pay shall remain at the double-time rate of pay until the start of the regular work day. In addition, the employer shall contribute an amount equal to one-half the Employer contribution to the Health and Welfare and Pension Fund for time and one-half hours worked and an amount equal to the Employer contribution to the Health and Welfare and Pension Fund for all double time hours worked.

(b) Each Employer has an obligation to treat employees fairly, when practical, in the distribution of available Overtime Hours worked on jobs and within the shop.

Employees shall be paid one day's wages and benefits for the following Holidays or days celebrated as such (Federal):

New Years

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Day

For the employee to be eligible for the paid holiday, he must work the work day before and the workday after the holiday. If an above Holiday falls in a scheduled vacation week, (a" scheduled vacation week" must be scheduled a minimum two weeks in advance) the Employee shall be considered to have worked the day before and the day after the Holiday. The Friday following the Thanksgiving Day Holiday will be exempt from the above mentioned eligibility language, providing the Monday after Thanksgiving is worked.

If work is available and the employee is not allowed to work the day before or after a Holiday, it shall be considered a violation of this section.

It is understood by the parties signatory to this agreement that if any of the above holidays fall on a Saturday or Sunday the employee shall receive eight (8) hours pay for that holiday so long as above requirements have been met.

VACATION

Vacation Supplement

- A. Effective May 4, 2009, The Employer agrees to contribute a sum equal to 4.5% of the gross amount of pay based on the employees current hourly Base Rate of pay. All applicable payroll deductions are then made and shall be reported and paid with the consolidated and simplified form described in the Health & Welfare and Fringe Benefits sections of this Agreement.
- B. Amount of vacation allowance: The Employer shall deduct from the pay of each employee, subject to this Agreement, as a vacation allowance, an amount agreed to by the Labor-Management Committee, for each hour paid. \$1.00 shall be the minimum Vacation hourly contribution rate.
- C. Any Employer who is delinquent in making this payment as herein required or who fails to send its monthly report on time shall be assessed as liquidated damages, a delinquency assessment of Ten percent (10%) of the total amount due plus one-half percent (1.5%) of the total amount due per calendar month thereafter.
- D. There shall be established a Vacation Plan Administration Committee (Labor Management Committee), for the purpose of interpretation and administration of the plan, including selection of the depository, and for acting as a Board of Appeals.

Wage Classifications

The basic work classifications and minimum wage rates shall be as follows:

<u>Classifications</u>	<u>Wage Rate & Certifications</u>
Installer/Technician -----	See Addendum "A"
Communication/Technician -----	See Addendum "A"
Senior/Technician-----	See Addendum "A"
Security Technician Level I	See Addendum "A"
Security Technician Level II	See Addendum "A"
Security Technician Level III	See Addendum "A"
Audio/Visual Technician Level I	See Addendum "A"
Audio/Visual Technician Level II	See Addendum "A"
Audio/Visual Technician Level III	See Addendum "A"
Cable Puller -----	***

*** Effective October 29, 2001:

1. Notification sent (by registered mail) to all Employees classified as Cable Puller that have had contributions made on their behalf to the Cleveland Electric Joint Apprenticeship and Training Committee (CEJATC) informing them effective August 31, 2002 the classification of Cable Puller will no longer be part of or recognized under this agreement.
2. A letter of introduction to the CEJATC sent (by registered mail) to all Employees classified as Cable Puller that have had contributions made on their behalf to CEJATC for application to the Teledata Apprenticeship Program. This letter shall list all minimum qualifications to qualify for the program.
 - ◆ High School Graduate or GED Equivalent.
 - ◆ Must be at least 18 years of age
 - ◆ Have a valid Ohio Driver's License
 - ◆ Pass a drug-screen test
 - ◆ Reside legally in U.S.
 - ◆ Must be physically able to perform telecommunications installation work
 - ◆ One full-year of high school algebra or post-high school equivalent with a passing grade.
 - ◆ Take the Electrical Trade's Aptitude test developed and validated by the American Institutes for Research for counseling purposes.
3. Cable Pullers not qualified shall be instructed to contact the CEJATC for suggested step-up courses. Step-up courses to be paid for by the CEJATC.

Effective August 31, 2002:

1. Cable Puller referral language, Group I – Group II – Group III – Group IV removed from the Local Area Addendum (page 19, 20 of Local Area Addendum, 10/30/2000 To 10/28/2001).
2. Cable Puller classification and language removed from the Local Area Addendum (page 3 of Local Area Addendum, 10/30/2000 To 10/28/2001).
3. Remove Cable Puller tool list from the Local Area Agreement (page 7 of Local Area Addendum, 10/30/2000 to 10/28/2001).
4. Remove Cable Puller classification from Teledata Wage Chart (page 23 of Local Area Addendum, 10/30/2000 to 10/28/2001).

5. *The parties to this agreement agree to lay-off Cable Pullers who have not been able to reclassify as Installer/Technician, Communication/Technician or Teledata Apprentice. Those employees who have been accepted by the CEJATC but have not started classes will be deemed Teledata Apprentices for this provision.*

Apprentices

<u>Period</u>	<u>Percent of Journeyman Rate</u>
1 st	55% - 750 hours OJT with satisfactory progress in related training and on the job.
2 nd	65 % - 750 hours additional OJT and completion of the first year related training.
3 rd	75% - 750 hours additional OJT and satisfactory progress in related training and on the job.
4 th	80% - 750 hours additional OJT and completion of second year of related training.
5 th	85% - 750 hours additional OJT and satisfactory progress in related training and on the job.
6 th	90% - 750 hours additional OJT and completion of third year of related training.

The JATC is hereby authorized to indenture a ratio of apprentices to journeyman not to exceed 1 to 1.

Foreman

Foreman shall be paid an additional amount according to the following schedule:

Supervision of 0 – 3 Workers	0%
Supervision of 4 – 7 Workers	7%
Supervision of 8 - 15 Workers	10%
Supervision of 16 Workers or more	13%

On any job requiring more than three workers, one shall be designated as Foreman by the Employer.

Foreman Call By Name

1(a) On jobs requiring a foreman, workmen are not to take directions or orders or accept the layout of any job from anyone except the foreman.

(b) The employer shall have the right to call one foreman per job, by name, provided:

(1) The employee has been laid off and has been registered for employment with the Union for the previous four weeks or in the case where he has quit or been discharged, that Employee must be registered for employment with the Union for the previous three months.

During that time, the Employee shall not have been employed by a signatory Contractor in any capacity.

(2) The employer shall notify the Business Manager, in writing, the name of the individual who is requested for employment as foreman and the project on which he will be foreman. The individual must produce foreman experience to the hall, (ran work) during his career.

(3) He will remain as foreman, with foreman's pay and foreman's duties, for the duration of the project he has been called for unless mutually agreed to by the Union and the Company. When the project is complete, the requested individual may continue for the employer provided he received foreman's rate for a total of 1,000 hours from date of referral.

(4) An individual who has been requested as a foreman by an Employer has the right of refusal, without penalty.

Stewards Language

The Employers recognize the Union's right to appoint a Steward on any job or in any shop from the existing work force of Technicians in a shop or on a job. Job Stewards shall be qualified working Technicians having no supervisory authority.

In the event a Steward becomes aware of a problem situation on any job, the Employer shall be immediately notified and no contact shall be made with the owner-customer without the Employer's full knowledge and approval.

Shop and Job Stewards shall be considered second to the foreman for employment and the Employers agree that they will advise the job steward concerning layoffs or dismissal of employees. Priority between Shop and Job Steward for layoff may be determined by the Business Manager unless one is a foreman.

Stewards shall be allowed sufficient time to see that the terms and conditions of this agreement are observed on his job. No Employer shall discriminate against any Steward because of his faithful performance of duties as long as the time taken for such duties is reasonable.

When an individual company signs multiple agreements, there may be a job steward appointed to the job from each agreement when there are at least Eight (8) or more Employees on the job.

Wage Payment

In the event a wage payment is not made, waiting time at the regular rate (hours x wage rate) shall be charged until payment is made not to exceed eight (8) hours in any one twenty-four (24) hour period, Saturdays, Sundays, and Holidays included. Any Employee laid off by the Employer shall be paid all his wages immediately. In the event that the Employee is not paid off, waiting time as stated above shall apply.

Any Employee who is discharged is to be paid all his wages immediately. However, if the discharge is outside the normal work hours, then the Employer has the option to mail the Employee's wages the next business day.

When mutually agreed between an employer and employee, employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union.

Application Fee

As of October 31, 2005 When an applicant for employment is referred to an Employer's Shop or Job and is rejected for employment, such applicant shall be reimbursed a \$50.00 application fee unless such Applicant had received a not eligible for rehire separation notice, on a separation slip approved by the parties to this agreement, from said Employer in the previous twenty-four (24) month.

Payroll Deductions **Union Dues Deduction**

The Employer agrees to deduct - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member and an additional amount for quarterly Union Dues from IBEW Local 38 Members. The amount to be deducted shall be the amount specified in the IBEW Constitution and the approved Local Union Bylaws. The Local Union upon request shall certify such amount to the Employer by the Employer.

The Employer agrees to make this deduction weekly and to transmit the same monthly by check to the Fringe Benefit Funds within fifteen (15) days after each calendar month. Employees' names, Social Security numbers, hours worked, total pay and deductions specified in this agreement, shall be furnished on forms supplied by the Union Fringe Benefit Funds. The weekly amount due will be reported to the employer at the yearly anniversary date of this agreement

COPE Deduction

The Employer agrees to deduct and transmit to Local 38's PAC Fund the amount specified by the employee from the wages of each employee who voluntarily authorizes such deductions on the forms provided for that purpose by 38's PAC Fund.

The Employer agrees to make this deduction weekly and to transmit the same monthly by check to the Fringe Benefit Funds within fifteen (15) days after each calendar month. Employees' names, Social Security numbers, hours worked, total pay and deductions specified in this agreement, shall be furnished on forms supplied by the Union Fringe Benefit Funds. The weekly amount due will be reported to the employer at the yearly anniversary date of this agreement

Employee Termination

When an employee is terminated, the Employer shall notify the Union of the reason for termination.

As of October 31, 2005 the Employer shall furnish all employees and the Union with a signed separation slip, approved by the parties to this agreement, at the time of separation, stating date, time, reason for separation and eligibility of re-hire.

The Employer shall notify the Union 48 hours in advance of any layoff whenever possible. Saturdays, Sundays, and holidays are not included.

As of April 30, 2012, during periods of limited work opportunities within the shop, the available work weeks shall be distributed fairly amongst the shop's available work forces. **(Examples of work forces include but may not be limited to voice and data, Fire-alarm, Security, and Audio Visual).** The Employer must notify the Union of all Temporary Layoffs. Any employee temporarily laid off by the Employer for a period of **four (4)** continuous or accumulated work weeks, shall immediately be returned to work or be immediately laid off with a separation slip and the employee must register on the Unions out-of-work list or if work opportunities for the employee within the shop are still limited at that time, then another and different employee may be temporarily laid off, but also not to exceed **four (4)** week limit as described above. The rotations of manpower shall continue as long as work opportunities within the shop are limited, or until all available employees have either had their turn or all employees have been made available for work for a continuous eight (8) week period. Once the shop has been fully employed for an eight (8) week period, the rotation cycle may be started over at the time. Job supervision **and shop specialty employees** shall be excluded from the need to be rotated.

Travel And Call Out

An employee who is required to wear an electronic device after hours will be paid an additional one dollar (\$1.00) per hour in addition to his regular wage rate for all hours worked.

In And Out Of The Territory

The Employer shall pay for traveling time and furnish transportation from shop to job, job to job, job to shop, within the jurisdiction of the Union. On work outside the jurisdiction of the Union, the Employer, as necessary shall furnish transportation.

When employees agree and are sent by the employer to perform work outside of the county in which the Employee resides or a county adjacent to their residence, they shall be paid either:

- (1) Travel time calculated on the employees regular base rate of pay from the adjacent county of the employees residence line nearest the job and mileage as per the "Mileage and Service Work" section, or
- (2) Board, room, expenses and transportation. The company shall advance money to the employee for meals and lodging expenses when it is known that such expenses will be incurred for more than one day.

Travel time shall not apply to an employee being sent by the employer to Cuyahoga County or one of Cuyahoga County's adjacent counties.

Mileage and Service Work

Whenever Employees use their own automobiles for transportation purposes in lieu of transportation furnished by the Employer they shall be reimbursed for such use at the rate allowed by the IRS per mile as per the following guidelines.

The Employee may drive, without mileage compensation for Twenty (20) miles of actual driving distance when leaving the jurisdiction of the home local. Mileage will apply after Twenty (20) miles of actual driving distance, when driving away from the jurisdiction and back to the same Twenty (20) mile mark on returning to the jurisdiction. The mileage compensation will be calculated by using a mapquest search engine from the Employees residence to the jobsite to determine the most direct route from point to point. Prior to the Employee being sent out of jurisdiction the mileage will be mutually agreed upon by the Employer and Employee.

When an Employee resides outside the jurisdiction of the home local and is required to drive away from the jurisdiction he/she shall receive mileage starting at their residence county line. An employee living outside of local 38's jurisdiction that drives into Local 38's jurisdiction and continues to leave the jurisdiction to a jobsite outside of the jurisdiction, he/she will then be compensated for mileage once he/she has traveled Twenty (20) miles toward the jobsite located outside of our jurisdiction. (Example: member lives in Lorain County and the jobsite is 25 miles into Lake County – member drives thru Cuyahoga into Lake County - member receives 10 miles of compensation.)

Unfair Auto Language

No workman shall use his/her automobile or other vehicle in a manner considered by the Union to be unfair to other workmen or against the interest of the Union. When Company owned autos or vehicles are driven home by workmen, they shall be at the shop or on the job at the appointed starting time and will not leave until the appointed quitting time designated by the Employer.

Parking

When there is no free parking provided within one-quarter mile of the job site, the Employer, upon receipt of a parking lot receipt, shall pay the employee the cost of parking up to a maximum of \$10.00 per car per occurrence. The Labor Management Committee will review the cost of parking on each anniversary date of this Agreement.

Employees Report To Job

No traveling time shall be paid before or after working hours to workmen for traveling to and from job, within the jurisdiction of the Union, when Employees are ordered to report on the job.

Tools, Equipment And Storage

Tools - Employees shall provide themselves with the following tools and these only:

Tool List

Technicians and Apprentice Technicians

4" Electronic Needle Nose Pliers	Channel Lock Slip Joint, Utility Pliers
4" Electronic Diagonal Pliers	8" Adjustable Crescent Wrench
4" & 6" Screwdriver	Small Nut Driver Set
4" & 6" Phillips Screwdriver	R6 59/56 Stripper
25' Tape	Crimping Tool
Tool Pouch	Shears
Wire Strippers	Hammer and Chisel
Flashlight	Level
Keyhole Saw	Scissors
Scratch Awl	Hacksaw
Utility Knife	66 x 110 Punch Down Tool
Pocket Knife	(Blades provided by employer)
Crimp tool (to be specified)	
(Dies provided by employer)	

May be provided by the Employer:

Toner and Cable Probe (Progressive 701 K)	
Siemon Tester (STM-8 with adapters) & (Identifiers; Remote BCD STM8-R3)	
Butt Set	ModTap Adaptor
R6 59/56 Stripper	Crimping Tool – RJ 45
4-foot ladder if it fits	Battery Drill
Copper & Fiber Testers	Fiber Termination Tools

Tools – Employers

Collection of Tools - The Employer shall furnish all other necessary tools and equipment. Workmen will be held responsible for the tools and equipment issued to them, provided the Employer furnishes the necessary lockers, toolboxes or safe place for storage. All employees shall have ten- (10) minutes time to collect all tools.

Storage

The Employer shall provide a safe place for the storage of workmen's clothing and tools on all jobs and shall be responsible for any loss of these by fire or reportable theft.

Improper Workmanship

Technicians shall be required to make corrections on improper workmanship unless errors were made by orders of the Employer or the Employer's representative.

Fringe Benefits

The Employer shall provide the following fringe benefits:

Local 38 Pension Fund

The Employer agrees to contribute monthly to the Local Union Pension Fund the amount set forth in Appendix "A" for Local Pension Contributions for each hour paid to each of his employees working under the terms of the bargaining agreement.

This amount of hourly contribution is subject to change by mutual agreement of both parties during the life of this Agreement. Any Employer contributing to this fund agrees to abide by the Trust Fund Document(s).

Health & Welfare

- A. The Employer agrees to contribute monthly to a Local Union Health and Welfare Fund the amount set forth in Addendum "A" for Health and Welfare Contributions for each hour paid to each of his employees (including all apprentices) working under the terms of the bargaining agreement. Same to be accompanied by a report form specified by the Trustees. This amount of hourly contribution is subject to change by mutual agreement of both parties during the life of this Agreement. Any Employer contributing to this fund agrees to abide by the Trust Fund Document(s).
- B. All fringe payments of monies covered by this Agreement shall be reported and paid on a consolidated and simplified form once a month. For this purpose, each month shall be considered ended on the last day of the last pay period in the calendar month, even if the

date of actual payment of the wages occurs in the next month. The report and payment shall be sent to reach the addressee as shown on the consolidated form not later than the fifteenth day of the month following the month in which the labor was performed.

- C. The following provisions shall control the enforcement of payment of contributions and deductions to the several fringe benefit and related accounts under this agreement:
1. Each Employer agrees that it is subject to the provisions of the agreements and declarations of trust and/or other governing instruments of Local 38's Health and Welfare Funds, Joint Apprenticeship and Training Trust Funds, the National Employees Benefit Fund, or accounts established by the parties hereto (collectively, the "Funds").
 2. The payments made to the Funds in accordance with the terms of this Agreement shall be sent with the appropriate reporting form to the designated depository not later than the 15th day of the month following the end of the calendar month for which payments are due. In months in which the Employer did not have any employees working, it shall submit a reporting form marked "NO MEN WORKING." If the Employer has completed all work in the jurisdiction covered by this agreement and will not have men working in the jurisdiction thereafter, it shall note on the reporting form for that month "WORK COMPLETE-FINAL REPORT".
 3. The failure of an Employer to pay the contributions, payroll deductions or other monies required hereunder when due shall be a violation of this Agreement as well as a violation of said Employer's obligations under the agreements and declarations of trust. Nonpayment by an Employer of any contributions, payroll deductions or other monies when due shall not relieve any other Employer of its obligation to make payment of contributions when due.
 4. (a) Any Employer who is delinquent in making its payments as herein required or who fails to send its monthly report on time shall be assessed, as liquidated damages, a delinquency assessment of ten percent (10%) of the total amount due plus one and one-half percent (1.5%) of the total amount due per calendar month thereafter.
b) If an Employer is delinquent as described in C,2, of this Section he may be required to pay fringes on a weekly basis no later than 3 working days after the end of the payroll period.
 5. Whenever an Employer is delinquent, the Union shall, within 10 days after becoming aware or otherwise being notified of the delinquency, notify the surety company which supplied the bond for that Employer of the fact of said delinquency and shall at the same time send a copy of such notice to the offices of the Greater Cleveland Chapter,

National Electrical Contractors Association.

6. Whenever an Employer is delinquent, the Union shall, upon 72 hours written notice to the delinquent Employer, withdraw employees from the employment of the Employer, until such amounts as are due and owing are paid, without such withdrawal being considered a breach of any of the provisions of this agreement, provided the Employer fails to show adequate proof that the delinquent amounts have been paid to the Funds.
7. Each Employer agrees to permit an audit or examination of such books, records, papers or reports of the Employer as may be necessary, in the discretion of the auditor, to determine whether the Employer is making full and prompt payment of all sums required to be paid by it to the Funds. The audit or examination shall be performed by an auditor or agent designated by the representatives of the Funds. If as a result of said audit or examination a substantial deficiency in payments to the Funds is discovered, the Funds may assess their costs in performing the audit or examination to the Employer, and said cost shall be collectible as any other amount due from the Employer to the funds.
8. The respective Trustees of the Funds, and their successors in office, shall be deemed to be joint and several beneficiaries of this agreement for the purpose of enforcing the provisions of this Section C, 4, A, and shall, in addition to and with or without the Union, have standing to sue on this agreement to enforce the terms hereof and of the respective agreements and declarations of trust and/or other governing instruments of the Funds and the payment by any employer of all sums and contributions due to the Funds. A delinquent Employer shall also be liable for, and obligated to pay, the delinquency assessments provided for herein, reasonable interest, all court costs, attorney's fees and other expenses incurred in the collection of contributions due from said delinquent employer. The Trustees shall further have all such relief (including temporary and permanent injunctive relief) and remedies against a delinquent Employer to which they may be entitled at law or in equity. The Trustees may compel and enforce the payment of contributions in any manner which they deem proper; and the Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they may deem appropriate.

National Electrical Benefit Fund

1. It is agreed that in accord with the National Employees Benefit Agreement entered into between the National Electrical Contractors Association and the international Brotherhood of Electrical Workers on September 3, 1946, as amended, that unless authorized otherwise by the National Employees Benefit Board the individual

Employer will forward monthly to the designated Local Secretary-Treasurer an amount equal to 3% of his gross monthly labor payroll, which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the National Board. The payment shall be made by check or draft and shall constitute a debt due and owing to the National Board on the last day of each calendar month, which may be recovered by suit initiated by the National Board or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local Secretary-Treasurer not later than fifteen calendar days following the end of the calendar month.

2. Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two 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 Local Secretary-Treasurer.
3. The failure of an individual Employer to comply with the applicable provisions of the National Employees Benefit Agreement shall also constitute a breach of this Labor Agreement.
4. The Employer shall also be obligated to comply with the Trust Fund Rules and Regulations for the Local Union area listed in Appendix "B" of this Agreement.
5. The failure of an individual Employer to comply with the provisions of Sections 7.01, 7.02 shall also constitute a breach of this Labor Agreement. As a remedy for such a violation, the Labor Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which may have resulted in the violation.
6. If, as a result of violations of this section, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with sub-section (a) 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.

Local 38 401-k

A voluntary 401-K Plan shall be added on October 26, 1997 for all employees working under this agreement and shall be known as IBEW Local 38, 401-K Retirement Plan. Any employer contributing to this fund

agrees to abide by the Trust Fund Document(s). See Appendix "A" for deferred rates.

Industry Fund

1. 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:
2. 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.
3. One Hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

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

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

4. In accordance with Orders issued by the United States District Court of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, § 8.01 shall not bind the employer to make any payment into the National Electrical Industry Fund, unless the above Orders Of Court shall be stayed, reversed on appeal, or otherwise nullified.

C.E.C.A.F.

Cleveland Electrical Contractors Administrative Fund, (CECAF); Each employer covered by this Agreement shall contribute to the CECAF *0.5% of gross payroll* for all hours worked by all employees covered by this Agreement. The Fund shall be administered solely by the Association and shall be utilized to pay for the Employer's costs of the labor contract administration including negotiations, disputes, and grievance representation—in addition, all other administrative functions required of management such as service on all funds as required by federal law. Further, from time to time it shall be utilized for promotion of the electrical contracting industry and the enhancement of labor relations in the Cleveland area. This fund will not be used in any manner detrimental to the Local Union or the IBEW. The enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the employers and not the local union.

Telecommunications Installer/Technician Apprenticeship Language

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

2. Where the JATC elects to establish a subcommittee, both the NECA Chapter and the IBEW Local Union shall appoint an equal number of members (two, three or four), in writing by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the

NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

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

The subcommittee, where one established by the JATC, shall select from its membership, but not both from 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 properly established.

3. 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 Management Committee for resolution.
4. Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.
5. 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.
6. The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of the Telecommunications Installer/Technician apprentice. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job-training assignments. The JATC, or its subcommittee, shall have the authority to transfer any apprentice, as it deems necessary or appropriate
7. 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 class under this agreement, until two years after they should have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

8. Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of one apprentice to one Telecommunication Installer/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 on-the job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, The JATC shall select and indenture the next available applicant from the active list of ranked applicants.
9. Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guidelines Standards. The total term of apprenticeship shall not require more than three years of related training.
10. The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Telecommunication Installer/Technician Apprentice and Training Standards
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 process 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 work.
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.

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 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.
14. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the party's signatory to the local apprenticeship and training trust agreement. The current rate of contribution is stated in "Addendum A" of this Local Area Addendum for each hour worked by employees worked under the terms of this addendum. 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.

Scholarship Loan Agreement Program

The Employer agrees to deduct from the pay of all apprentices who have completed and signed an Apprentice Authorization for Payroll Deduction for Tuition form, provided by the Joint Apprenticeship Training Committee, the amount set fourth in that form and pay the same to the local JATC Scholarship Fund.

Bonding

All employers subject to this agreement are required to post a "Wage, Fringe Benefit, and Related Accounts Payment Guaranty Bond," according to the following schedule:

1-2	Employees_____	\$10,000
3-5	Employees_____	\$20,000
6-10	Employees_____	\$40,000
11-20	Employees_____	\$80,000
21-40	Employees_____	\$120,000
41-60	Employees_____	\$160,000

(Every additional employee over 60, the Bond increases by \$2,000 per Employee)

A Bond shall be obtained from each employer by the Union before any employees are put to work for that employer. If the employer is unable to obtain such a bond they must post a cash sum equivalent to the amount described above or they must agree the Fringe Benefits, as described in Article VI, will be paid on a weekly basis no later than 3 working days after the end of the payroll period. The original Bond shall be kept with the records of the Union and a copy of each such bond shall be promptly delivered by the Union to the offices of the Greater Cleveland Chapter, National Electrical Contractors Association. Notice of cancellation of any such bond shall be given promptly to the Union, and then

by the Union to the Greater Cleveland Chapter, National Electrical Contractors Association. All bonds furnished hereunder shall have as sureties thereon surety companies which are authorized to do business in the State of Ohio and such bonds shall be in substantially the form as prescribed by the Labor Management Committee (said form being available from either the union or from the employer).

If an Employer is delinquent in their monthly payroll report, as required by this agreement, the Employer may be required to pay fringes on a weekly basis no later than 3 working days after the end of the payroll period.

Employment Referral Procedure

1. 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 the 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.
2. The Union shall be the sole and exclusive source of referral of applicants for employment.
3. The Employer shall have the right to reject any applicant for employment.
4. 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, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure:
5. The Union shall maintain a register of applicants for employment established on the basis of Classifications and Groups listed in this Agreement. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.
6. An applicant who has registered on the "Out of Work List" must renew his application every thirty-(30) days or his name will be removed from the "List."

Installer/Technicians

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 Installer/Technicians examination given by a duly constituted Local Union of the IBEW or have been certified as a Installer/Technicians by any Joint Apprenticeship and Training Committee **and** who have been employed in the trade for a period of at least one year in the last three years in the geographical area covered by the Collective Bargaining Agreement.

Group II

All applicants for employment who have three or more years' experience in the trade and who have passed a Installer/Technicians examination given by a duly constituted Local Union of the IBEW.

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 in the trade for at least six (6) months in the last three years in the geographic area covered by the Collective Bargaining Agreement.

Group IV

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

7. If the registration list in a given classification 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 "probationary employees" until 90 calendar days from the date of hire.
8. The Employer shall notify the Business Manager promptly of the names and social security numbers of such "probationary employees" within two (2) days of the date of hire and these "probationary employees" shall be evaluated by the Organizing Committee for placement. Any required training responsibility will go to the JATC or its properly established subcommittee.
9. "Resident" means a Person who has maintained his permanent home in a geographical area as defined in Section 17 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.

10. 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.
11. 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.
12. 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 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 referred to other employment in accordance with the position of his GROUP and his place within the GROUP.
13. 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 on the register possessing such skills and abilities.
 - B. The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.
14. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the NECA Chapter, as the case may be, and a Public member appointed by both these members.
15. 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 through 14 of this Article. 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.

16. A representative of the Employer or of the NECA Chapter, 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.
17. 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.
18. When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:
 - 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.
 - 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 status of Journeyman, they will be slotted in the appropriate Group in paragraph (a) above.
19. Normal Construction Labor Market is defined to mean the geographical area set forth below:
 - Cuyahoga County - Entire County, All Townships
 - Geauga County - Bainbridge, Chester and Russell Townships
 - Lorain County - Columbia Township

SUBSTANCE ABUSE

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

ARTICLE VIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LLMCC)

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

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 7) to engage in public education and other programs to

expand the economic development of the electrical construction industry;

8) to enhance the involvement of workers in making decisions that affect their working lives; and,

9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

C. Each employer shall contribute eleven cents (\$.11) 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 Greater Cleveland Chapter, NECA, or its designee, shall be the collection agent for this Fund.

C (1). It was agreed to add an additional \$0.05 to the CELMCC for the time period of April 27, 2020 to April 25, 2021.

D. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty

dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE IX

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

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

- 1) to improve communication between representatives of labor and management;**
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;**
- 3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;**
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;**
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;**
- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;**
- 7) to engage in research and development programs concerning various aspects of the industry, including, but**

not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) to enhance the involvement of workers in making decisions that affect their working lives; and
- 10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

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

D. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer

is in default, the Employer shall be liable for a sum equal to 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.

- E. The 1 cent-per-hour contribution for the National LMCC is to be paid from the Local LMCC Fund. There will be no increase in the wage/fringe package for this contribution.

CODE OF EXCELLENCE

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.

ADDENDUM "A"

Effective April 30, 2018 through April 25, 2021

**Technicians Classifications & Wages
Effective April 27, 2020 through April 25, 2021**

Installer Technician \$27.30 per Hour

Successful completion of the Installer/Technician Apprenticeship Program or have been certified by an IBEW/NECA Joint Apprenticeship and Training Program as an Installer/Technician by successfully passing the Technician Evaluation Test with a score of Fifty (50) percent or better. Each Installer/Technician is encouraged to attend Twelve (12) Hours of continuing education related to the industry or approved by the JATC within a Three (3) year period.

Communications Technician \$28.55 per Hour

Completion of the Three (3) year Apprenticeship Program and at least two years of documented field experience as an Installer Technician and the completion and passing of the BICSI Installer 2 Fiber Training course and BICSI test. A Communication Technician must follow the BICSI renewal requirements to maintain the Classification. Failure to do so will result in the Employee returning to the Installer Technician Classification. Copies of the BICSI Certification must be furnished to the Employer.

Those Employees who have lost the Communication Technician classification will have to complete the above described requirements to regain the Classification.

Note: Communication Technicians who hold the classification from the previous agreement will have no longer than eighteen (18) months from the effective date of this agreement to complete the qualifications described above to maintain the Classification. Failure to do so will result in the Employee returning to the Installer Technician Classification

Senior Technician \$29.55 Per Hour

At least Two (2) years experience as a Communication Technician and have successfully obtained a B.I.C.S.I. Technician Certification by taking the 350 exam and must maintain Certification to maintain Senior Technician status or individual will be returned to Communication Technician level. Each Senior Technician must take Eighteen (18) hours of B.I.C.S.I. continuing education related to the industry within a Three (3) year period. Failure to produce evidence of such will result in reverting to Communication Technician. Employer's shall be furnished copies of all certificates for their files.

Security Technician I \$27.30 Per Hour

Pass approved test developed and administered by the JATC.

Security Technician II \$28.55 Per Hour

Minimum Two (2) years documented experience at Level I and hold NICET certification and Level 2 Video Security Systems Technician Certification.

Security Technician III \$29.55 Per Hour

Minimum Two (2) years documented experience at Level II and hold BICSI 350 Certification or Level IV Nicet Certification.

Audio/Visual Technician Level I \$27.30 Per Hour

Pass approved test developed and administered by the JATC.

Audio/Visual Technician Level II \$28.55 Per Hour

Minimum Two (2) years documented experience at Level I and pass the Certified Technology Specialist exam.

Audio/Visual Technician Level III \$29.55 Per Hour

Minimum Two (2) years documented experience at Level II and hold BICSI 350 Certification.

Apprentices 55%, 65%, 75%, 80%, 85%, 90%

April 30, 2018: \$1.00 increase per hour Wages and/or Fringes

April 29, 2019: \$1.00 increase per hour Wages and/or Fringes

April 27, 2020: \$1.00 increase per hour Wages and/or Fringes

EMPLOYER CONTRIBUTIONS:

FRINGE BENEFITS

April 27, 2020 to April 25, 2021

N.E.B.F ----- 3% of Gross labor Payroll
Local 38 Pension----- \$3.20 per hour worked
Health and Welfare Fund ----- \$7.50 per hour worked
JATC Fund ----- \$0.42 per hour worked
N.E.I.F. ----- 3/10 of 1% of Gross Labor Payroll
CECAF----- 0.5% of Gross Labor Payroll
CELMCC Fund ----- \$0.11 per hour paid
CELMCC Fund additional amount for the period 4/27/2020 through 4/25/2021 ----- \$0.05 per hour paid

Vacation Savings Program----- 4.5% of hourly rate

401-K Employee Voluntary Deferral *

(Choice of one [1]) ----- 1% to 100%

* Employees can change deferral rate the first of every month.

EFFECTIVE DATES

In witness whereof the parties hereto have executed this agreement the day and year first above written.

SIGNED FOR THE EMPLOYER

Greater Cleveland Chapter
National Electrical Contractors Association
Cleveland, Ohio 44134

James P. Connole ----- *James P. Connole*
Thomas Morgan ----- *Thomas Morgan*
Thomas W. Shreves ----- *Thomas W. Shreves*

Executive Director
Greater Cleveland Chapter,
National Electrical Contractors Association
7715 Granger Road, Suite A
Valley View, Ohio 44125

SIGNED FOR THE UNION

Local Union No. 38
International Brotherhood of Electrical Workers
Cleveland, Ohio

Michael E. Muzic ----- *Michael E. Muzic*
Thomas Petrasek ----- *Thomas Petrasek*
Dennis Meaney ----- *Dennis Meaney*

Business Manager
Local Union No. 38,
International Brotherhood of Electrical Workers
1590 E. 23rd St.
Cleveland, OH 44114

Subject to the approval of the International President of the International Brotherhood of Electrical Workers.

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

October 18, 2018

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

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Working Conditions	3
Workweek	3