

**SOUND AND COMMUNICATIONS**  
**SUPPLEMENT**  
**TO THE**  
**NATIONAL TELEDATA AGREEMENT**  
**For the**  
**IBEW FOURTH DISTRICT**

**August 26, 2024 - August 29, 2027**

## **PREFACE**

The parties recognize the diversity that exists throughout the District and they desire to establish distinctive conditions which are hereby made part of the National Teledata Agreement and set forth below.

## **SCOPE**

This supplement and attendant Local Area Addenda apply to all defined Telecommunication, Video, Voice, and Data Systems inside the property line. "Defined Teledata Work" shall be set forth on page 1 of the National Teledata Agreement and as may be modified by Local Area Addenda with the approval of the IBEW Vice President.

## **GEOGRAPHICAL JURISDICTION**

The terms of this Supplement shall apply to the entire Fourth District of the IBEW. The terms of the applicable Local Area Addendum to this Supplement shall apply to the area in which the work is to be performed.

## **AGREEMENT MODIFICATIONS**

Article I of the Agreement is modified as follows:

The parties agree that a committee shall be established for purposes of addressing all grievances or questions in dispute arising under this Supplement and for negotiating changes or otherwise modifying the terms of this Supplement. They further agree that the IBEW Vice President for this District shall appoint representatives from among the signatory Local Unions. The IBEW District Vice President shall request the NECA Executive Regional Director to appoint an equal number of representatives from among the signatory employers. These appointed representatives shall represent the respective parties on the committee.

## **LOCAL AREA LABOR MANAGEMENT COMMITTEE**

There shall be a Local Area Labor Management Committee of three (3) representing the Union and three (3) representing the Employers. This committee shall have jurisdiction over issues originating from the Local Area Addenda to this Supplement. 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.

(a) Grievances or questions in dispute arising from a Local Area Addendum shall be adjusted by the duly authorized representative of each of the parties to that Addendum. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Local Area Labor-Management Committee.

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

(c) Any decision of the Local Area Labor Management Committee that may be contrary to the intent of the National Teledata Agreement or this Supplement, upon recommendation of either or both the IBEW District Vice President or NECA Regional Executive Director, is subject to review, modification, or revision by the Council on Industrial Relations.

(d) Should the Local Area Labor Management Committee fail to agree 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.

### **FOREMAN CALL BY NAME**

Article II is modified as follows:

Section 2.03 is replaced with the following:

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.

### **REFERRAL GEOGRAPHICAL AREA**

Article III is modified as follows:

Section 3.05 - Replace "Appendix A" with "appropriate Local Area Addendum to the Sound and Communications Supplement".

Section 3.08 - Replace "attached to this agreement as Appendix B" with "shall be defined in the appropriate Local Area Addendum to the Sound and Communications Supplement" as the jurisdiction of the respective local union.

## **WORKING CONDITIONS**

Article IV is modified as follows:

Section 4.02, 4.04, 4.06, 4.07, 4.08, 4.10, 4.11, 4.12, 4.15, 4.16, and 4.20 shall not apply to work covered by this Supplement.

Modifications to the remaining Sections of Article 4 may be incorporated into the Local Area Addenda.

## **WAGES AND FRINGE BENEFITS**

Article V is modified as follows:

The terms of Article V shall be set forth in the Local Area Addenda to this Supplement.

All changes to the Local Area Addenda to this Supplement must be submitted for approval to the IBEW Vice President.

## **SUBSTANCE ABUSE**

The dangers and cost which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Supplement 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.

## **WORK PRESERVATION**

In order to protect and preserve, for the employees covered by this Supplement and applicable Local Area Addenda, 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 work of the type covered by this Supplement and Local Area Addenda, 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 offices, directors, partner or stockholders, exercise either directly or indirectly, management, control or majority ownership, the terms and conditions of this Supplement and Local Area Addenda shall be applicable to all such work.

## **SELF-HELP**

This Supplement 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 to the Employer involved. Under no circumstances shall an employee be compelled to remain on any job against his will where a labor dispute exists.

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

## **NATIONAL LABOR MANAGEMENT COOPERATIVE COMMITTEE (NLMCC)**

The parties agree to participate in the NECA IBEW National Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperative Act of 1978, 29 U.S.C. S175 (A) and Section 3.02 (c) (9) of the Labor Management Relations Act, 29 U.S.C. S186 (c) (9). The purpose 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 to eliminate 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.

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.

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 participating NECA Chapter(s), or its designee, shall be the collection agent for this fund.

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 of 15% of the delinquent payment, but not less than the sum of twenty (\$20.00), 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.

### **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 Wiremen. On sites where there is no Inside Wiremen 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, **except that Members of the Teledata Agreement shall be allowed to install and terminate fiber optic cabling for fire alarm and other type systems installed under the Inside Agreement from the Control Panel to the Network Switch.**

4. All HVAC control work shall not be a part of this Agreement.

### **HOURS - WAGES - WORKING CONDITIONS**

Eight hours work between 7:00 A.M. and 4:30 P.M. (unless otherwise mutually agreed upon between the Employer and the Union) with one-half (1/2) hour for lunch shall constitute a workday. Forty (40) hours within five (5) days, Monday through Friday shall constitute the workweek.

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

### **OVERTIME AND HOLIDAYS**

**All overtime work shall be paid at one and one-half (1 1/2) the regular straight time rate of pay, except work performed after the twelfth (12<sup>th</sup>) hour, shall be double the regular straight time rate of pay. Work performed on Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, shall be paid for at double the regular straight time rate of pay.**

**When a holiday falls on Sunday the following Monday shall be considered the legal holiday.**

**When a holiday falls on Monday, Tuesday, Wednesday or Thursday, the following day shall be considered a normal workday.**

### **VACATION**

**Effective August 26, 2024, as opposed to paid vacations and paid Holidays, the Employer agrees to pay Employee a sum equal to 7.536% of the gross amount of pay based on the employee's current hourly base rate of pay. All applicable payroll deductions are then made and shall be reported and paid monthly with fringe benefits. Fringe benefits should be paid on total wage rate which includes vacation/holiday pay.**

## **WAGE CLASSIFICATIONS**

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

<u><b>Classifications</b></u>	<u><b>Wage Rate</b></u>
<b>Installer Technician</b>	<b>\$30.72 per hour as of 8/26/24</b>
<b>Cable Puller</b>	<b>\$16.89 per hour as of 8/26/24</b>
<b>Cable Technician</b>	<b>\$23.04 per hour as of 8/26/24</b>

Cable Pullers are for the installation of cable from one termination point to another. Unless agreed upon otherwise between the parties in subsequent Agreements Cable Pullers will be paid at **55%** of Journeyman rate and Cable Technicians will be paid at **75%** of Journeyman Rate

## **APPRENTICES**

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

## **FOREMEN**

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

Supervision of 0-2 men	\$0.00
Supervision of 3-5 men	\$0.50
Supervision of 6-10 men	\$1.00

## 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.

The pay week shall end at midnight Sunday or at the conclusion of the last shift between midnight Sunday and 7:00 a.m., Monday. Wages shall be paid weekly, not later than quitting time on **Friday**. This shall not extend past 3:30 p.m. In the event wages to the Employees are not paid by 3:30 p.m., the Employee shall be paid one and one-half times (1 ½) his current cash per hour rate for each hour waiting time is owed until midnight of the calendar day that wages were owed. Thereafter, waiting time shall be paid at the rate of \$100 per day. Failure of an Employee to turn in his time slip as prescribed by the Employer shall void any waiting time as prescribed above. Under all situations covered by this section, should an Employer have a good faith belief that wages are not due and payable, or if the Employer has made a good faith attempt to pay the wages in a timely manner, waiting time shall not be owed if wages are subsequently ordered to be paid without a finding that the employer had withheld such wages in bad faith. Any regularly employed workman laid off or discharged by the Employer shall be paid all his wages immediately unless the Employer provides to the Employee and the Business Manager a signed receipt or other compelling evidence that property owned by the Employer was provided to the employee and that such property remains in the possession of the employee. In such event, such property must first be returned by the employee to the Employer, upon which return full wages shall be paid immediately. In the event he is not paid off, the Employee shall be paid one and one-half times (1 ½) times his current cash per hour rate for each hour waiting time is owed until midnight of the calendar day that wages were owed. Thereafter, waiting time shall be paid at the rate of \$100 per day. The Employers reserve the right to direct the activities of an Employee during the time they are being paid in event of discharge or lay-off. When a workman quits a job, upon proper notice to Employer, his full pay shall be in the mail by midnight on the following payday, subject to the same provision stated above regarding return of Employer's property. Failure to do so, the Employer shall pay the Employee four (4) hours waiting time at double the straight time rate of pay. Employees hired for an emergency job during weekends shall be paid the next following payday. If a holiday falls on or is celebrated on **Friday** of any week, Thursday of that week shall be payday. The Employer will, whenever possible, notify the Local Union Business Manager forty-eight (48) hours in advance of any Employee lay-off.

(b). Wages shall be paid weekly by cash, by check or by direct electronic deposit to the bank or credit union of the employee's choice, not later than quitting time on **Friday**. Should the

Employer elect to pay wages by direct deposit, an Employee may elect to demand to be paid by check if the Employee submits written explanation to the Employer and the Business Manager of any special circumstance which should reasonably exempt him from direct deposit of wages. When direct electronic deposit of wage is used, the Employer shall also send to the employee, by email or regular mail, written evidence of wages, such as a paystub, sent no later than quitting time on **Friday**. The time limitations and penalties of this agreement are equally applicable to electronic deposit of wages.

### **EMPLOYEE TERMINATION**

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

Termination slips will be provided by the Chapter in triplicate.

- 1 copy to the Employee
- 1 copy to the Union
- 1 copy to the Employer

### **IN AND OUT OF 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, board and all other expenses.

### **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, provided however, no employee shall be required to furnish his automobile, unless he consents thereto.

### **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 - STORAGE**

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

<u>Tool List</u>	
4" Electronic Needle Nose Pliers	Channel Lock, Slip Joint, Utility Pliers
4" Electronic Diagonal Pliers	8" Adjustable Crescent Wrench
4" & 6" Screw Driver	Locking Grip Wrench
4" & 6" Phillips Screwdriver	VOM Meter

Knife  
6" Folding Ruler  
Tool Pouch  
Wire Strippers  
Flashlight

Small Nut Driver Set  
R6 59/56 Stripper  
Crimping Tool  
Shears  
66 X 100 Punch Down Tool (blades provided by employer)

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.

**FRINGE BENEFITS**

The Employer shall provide the following fringe benefits:

<b><u>Journeyman Installer Technician</u></b>				
<b><u>8/26/2024</u></b>	<b><u>6/1/2025</u></b>	<b><u>9/1/2025</u></b>	<b><u>8/31/2026</u></b>	
\$28.57	\$28.57	\$29.56	\$30.59	Cash per hour
<u>2.15</u>	<u>2.15</u>	<u>2.23</u>	<u>2.31</u>	Vacation (7.536%)
\$30.72	\$30.72	\$31.79	\$32.90	Wage Total
8.00	8.25	8.35	8.45	Health & Welfare
3.07	3.18	3.18	3.29	10% Local Union Pension
1.54	1.54	1.91 (6%)	2.30(7%)	5% Local Union Profit Sharing
<u>.92</u>	<u>.92</u>	<u>.95</u>	<u>.99</u>	3% NEBF
\$44.25	\$44.50	\$46.18	\$47.93	Sub-Total
.25	.25	.25	.25	Apprenticeship (.25 cents)
.31	.31	.32	.33	ECCA 1%
.01	.01	.01	.01	NLMCC (.01 cent)
<u>.20</u>	<u>.20</u>	<u>.20</u>	<u>.20</u>	LMCC (.20 cents per hour)
\$45.02	\$45.27	\$46.96	\$48.72	Total Package

<b><u>Cable Puller</u></b>				
<b><u>8/26/24</u></b>	<b><u>6/1/2025</u></b>	<b><u>9/1/2025</u></b>	<b><u>8/31/2026</u></b>	
\$15.71	\$15.71	\$16.26	\$16.82	Cash per hour
<u>1.18</u>	<u>1.18</u>	<u>1.23</u>	<u>1.27</u>	Vacation (7.536%)
\$16.89	\$16.89	\$17.49	\$18.09	Wage Total
8.00	8.25	8.35	8.45	Health & Welfare
<u>.51</u>	<u>.51</u>	<u>.52</u>	<u>.54</u>	3% NEBF
\$25.40	\$25.65	\$26.36	\$27.08	Sub-Total
.25	.25	.25	.25	Apprenticeship (.25 cents)
.17	.17	.17	.18	ECCA 1%
.01	.01	.01	.01	NLMCC .01 per hour
<u>.20</u>	<u>.20</u>	<u>.20</u>	<u>.20</u>	LMCC (.20 cents per hour)
\$ 26.03	\$26.28	\$26.99	\$27.72	Total Package

<b><u>Cable Technician</u></b>				
<b><u>8/26/24</u></b>	<b><u>6/1/2025</u></b>	<b><u>9/1/2025</u></b>	<b><u>8/31/2026</u></b>	
\$21.43	\$21.43	\$22.17	\$22.94	Cash per hour
<u>1.61</u>	<u>1.61</u>	<u>1.67</u>	<u>1.73</u>	Vacation (7.35%)
\$23.04	\$23.04	\$23.84	\$24.67	Wage Total
8.00	8.25	8.35	8.45	Health & Welfare
2.30	2.30	2.38	2.47	10% Local Union Pension
<u>.69</u>	<u>.69</u>	<u>.72</u>	<u>.74</u>	3% NEBF
\$34.03	\$34.28	\$35.29	\$36.34	Sub-Total
.25	.25	.25	.25	Apprenticeship (.25 cents)
.23	.23	.24	.25	ECCA 1%
.01	.01	.01	.01	NLMCC .01 per hour
<u>.20</u>	<u>.20</u>	<u>.20</u>	<u>.20</u>	LMCC (.20 cents per hour)
\$34.72	\$34.97	\$35.99	\$37.05	Total Package

## **LABOR MANAGEMENT COOPERATIVE COMMITTEE**

The parties agree to participate in the Labor Management Cooperation Committee, or its successor, which is established under the authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 USC s175(a) and s302(c) (9) of the Taft-Hartley Act, 29 USC s186(c)(9). The purposes of this committee are:

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 construction industry;
5. To enhance the involvement of workers in making decisions that affect their working lives;
6. To do any and all other lawful activities authorized under the act.

The Committee shall function in accordance with, and as provided in the Articles of Incorporation and Bylaws of The Labor Management Cooperation Committee, and subsequent amendments thereto. Employers making contributions shall be entitled to participate therein, as provided in said Articles of Incorporation and Bylaws.

The Employer's party to this Sound and Communication Supplement to the National Teledata Agreement shall contribute \$.20 per hour for each hour worked under this agreement on a monthly basis with checks payable to the Warren Labor Management Cooperative Committee, due on or before the fifteenth (15<sup>th</sup>) day of the following month.

## **IBEW NATIONAL PAC FUND**

The Employer agrees to deduct and transmit to the IBEW National PAC Fund the amount of \$.25% (1/4 of 1%) of gross wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the IBEW National PAC Fund. These transmittals shall occur monthly, and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

## **TRAINING**

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 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 the 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.

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

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

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

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

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

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.

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.

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

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

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 Telecommunications Installer/Technician, or Technician level employee on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the one-to-one ratio. Applicants shall not be selected and indentured when indentured apprentices are available for 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.

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 training.

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

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

The employer shall contribute to the Local Health & 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.

Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through

the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Installer Technicians to work in the jurisdiction covered by this agreement.

All employer 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 \$.25 per hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## **EFFECTIVE DATES**

This Supplement and accompanying Addendum shall take effect **August 26, 2024** and shall remain in effect until **August 29, 2027** unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1 through August 31 of each year, unless changed or terminated in the way provided in Article I of the National Teledata Agreement.

**SIGNED**

**MAHONING VALLEY CHAPTER NECA  
(WARREN DIVISION)**

**SIGNED**

**IBEW LOCAL UNION #573**

---

**CHRIS SAMMARONE  
EXECUTIVE VICE PRESIDENT**

---

**TODD AMBROSE  
BUSINESS MANAGER**

## **LOCAL AREA ADDENDUM**

### **EMPLOYEE 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 applicant 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.

### **Installer Technician**

Group I All applicants for employment who have three or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed an Installer Technician examination given by a duly constituted Local Union of the IBEW or have been certified as an Installer Technician 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 an Installer Technician examination given by a duly constituted Local Union of the IBEW or have been certified as an Installer Technician by any 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 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 (1) year.

## Cable Puller and Cable Technician

**Cable Technicians, in addition to the installation of cables, may also install devices, terminate cables and perform the necessary cable testing. To be eligible for the classification of Cable Technician, an employee must meet minimum standards of experience, education, and workplace skills. The Cable Technician shall have at least 2 years of documented data, video or voice premise cabling experience. The Cable Technician shall be skilled with knowledge of fiber optic and copper cabling installations, terminations, grounding and bonding principles, codes and standards, and job lay-outs. The individual shall be able to read and interpret blueprints and drawings and shall have the ability to perform installations and testing without ongoing supervision or direction.**

**To be eligible for the classification of Journeyman Installer Technician, a Cable Technician must work 4,000 hours and complete educational requirements. The educational requirements needing to be achieved by the worker to advance to Technician level will be industry standard certification in one or more of the following – BICSI Technician Certification, InfoComm CTS (Certified Technology Specialist), BICSI Level 2 both Copper and Fiber, or other industry certifications that will achieve the same levels of education recognized within the technology industry.**

**Management shall reserve the right to be able to elevate an employee to Cable Technician or Installer if they meet the educational requirements but have not met the required hours and it is agreed upon by the Business Manager.**

**The use of a Cable Technician is not intended to eliminate the responsibilities of a Journeyman Installer.**

**Cable Pullers are for the installation of cable from one termination point to another.**

The pay week shall end at midnight Sunday or at the conclusion of the last shift between midnight Sunday and 7:00 a.m., Monday. Wages shall be paid weekly, not later than quitting time on **Friday**. This shall not extend past 3:30 p.m. In the event wages to the Employees are not paid by 3:30 p.m., the Employee shall be paid one and one-half times (1 ½) his current cash per hour rate for each hour waiting time is owed until midnight of the calendar day that wages were owed. Thereafter, waiting time shall be paid at the rate of \$100 per day. Failure of an Employee to turn in his time slip as prescribed by the Employer shall void any waiting time as prescribed above. Under all situations covered by this section, should an Employer have a good faith belief that wages are not due and payable, or if the Employer has made a good faith attempt to pay the wages in a timely manner, waiting time shall not be owed if wages are subsequently ordered to be paid without a finding that the employer had withheld such wages in bad faith. Any regularly employed workman laid off or discharged by the Employer shall be paid all his wages immediately unless the Employer provides to the Employee and the Business Manager a signed receipt or other compelling evidence that property owned by the Employer was provided to the employee and that such property remains in the possession of the employee. In such event, such property must first be returned by the employee to the Employer, upon which return full wages shall be paid immediately. In the event he is not paid off, the Employee shall be paid one and one-half times (1 ½) times his current cash per hour rate for each hour waiting time is owed

until midnight of the calendar day that wages were owed. Thereafter, waiting time shall be paid at the rate of \$100 per day. The Employers reserve the right to direct the activities of an Employee during the time they are being paid in event of discharge or lay-off. When a workman quits a job, upon proper notice to Employer, his full pay shall be in the mail by midnight on the following payday, subject to the same provision stated above regarding return of Employer's property. Failure to do so, the Employer shall pay the Employee four (4) hours waiting time at double the straight time rate of pay. Employees hired for an emergency job during weekends shall be paid the next following payday. If a holiday falls on or is celebrated on **Friday** of any week, Thursday of that week shall be payday. The Employer will, whenever possible, notify the Local Union Business Manager forty-eight (48) hours in advance of any Employee lay-off.

(b). Wages shall be paid weekly by cash, by check or by direct electronic deposit to the bank or credit union of the employee's choice, not later than quitting time on **Friday**. Should the Employer elect to pay wages by direct deposit, an Employee may elect to demand to be paid by check if the Employee submits written explanation to the Employer and the Business Manager of any special circumstance which should reasonably exempt him from direct deposit of wages. When direct electronic deposit of wage is used, the Employer shall also send to the employee, by email or regular mail, written evidence of wages, such as a paystub, sent no later than quitting time on **Friday**. The time limitations and penalties of this agreement are equally applicable to electronic deposit of wages

Group I All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have the necessary qualifications pertaining to their classification and who have been employed in the normal construction labor market area for a period of at least one (1) year in the last three (3) years in the geographical area covered by the collective bargaining agreement.

Group II An applicant for employment who has one or more years' experience in the trade.

Group III All applicants for employment who have experience in the trade, are residents of the normal construction labor market area and who have been employed in the normal construction labor market area for at least six (6) months in the last two (2) years in the trade in the geographical area covered by the collective bargaining agreement.

Group IV All other applicants for employment.

6. 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, Saturday, Sunday, 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 "probationary employees" until 90 calendar days from the date of hire.

7. 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.

8. "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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant or 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.
15. 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.
16. 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.

17. Normal Construction Labor Market is defined to mean the geographical area set forth below:  
Townships - Trumbull County - all townships except Liberty and Hubbard.  
Ashtabula County - Colebrook, Wayne, Williamsfield, Orwell, Windsor.  
Geauga County - Auburn, Middlefield, Parkman, and Troy.  
Portage County - Charlestown, Edinburg, Freedom, Hiram, Nelson,  
Palmyra, Paris, and Windham.  
Mahoning County - Milton.

### FRINGE BENEFITS

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (“NEBF”), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF’s designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt payment due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

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

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

It is agreed that the Employer shall pay into a Welfare Fund, **Eight Dollars (\$8.25) effective 6/1/2025) per hour on all hours worked by the Employees under the terms of this agreement. Said payments and prescribed report forms shall be made in accordance with the terms of this agreement and a Welfare Agreement and Declaration of Trust. (\$40 shall be designated to PCA effective 8/26/2024; an additional \$.10 shall be designated to PCA effective 9/1/2025 (total \$.50); an additional \$.10 shall be designated to PCA effective 8/31/2026 (total \$.60)).**

**Should the Health and Welfare Program Trustees determine that an increase is necessary during the life of this agreement, the contribution amount, up to a maximum of twenty-five cents (\$0.25), will be paid by the *employer* for the period of 8/26/24 to 8/31/25. (\$.25 used 6/1/2025)**

**Should the Health and Welfare Program Trustees determine that an increase is necessary during the life of this agreement, the contribution amount, up to a maximum of twenty-five cents (\$0.25), will be paid by the *employer* for the period of 9/1/25 to 8/30/26.**

**Should the Health and Welfare Program Trustees determine that an increase is necessary during the life of this agreement, the contribution amount, up to a maximum of twenty-five cents (\$0.25), will be paid by the *employer* for the period of 8/31/26 to 8/29/27.**

(a). It is agreed that the Employer shall pay into the I.B.E.W. Local #573 Pension Plan an amount equal to **ten percent (10%)** of the Gross Payroll for all workmen employed under the terms of this agreement. Such payments shall be made in accordance with the terms of this agreement and under the authority of the I.B.E.W. Local #573 Pension Plan and Declaration of Trust, and on forms provided by the Pension Plan.

(b). It is agreed that the Employer shall pay into the I.B.E.W. Local #573 Profit Sharing Plan (Annuity) an amount equal to **5% (6% effective 9/1/2025, 7% effective 8/31/2026)** of the Gross Payroll for all workmen (teledata techs only) employed under the terms of this agreement. Such payments shall be made in accordance with the terms of this agreement and under the authority of the I.B.E.W. Local #573 Profit Sharing Plan (Annuity) and Declaration of Trust, and on forms provided.

## NATIONAL ELECTRICAL INDUSTRY FUND

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 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.

## ELECTRICAL CENTRAL COLLECTION ADMINISTRATION (ECCA)

Each Employer who employs Union members pursuant to the Collective Bargaining Agreement shall make all payments for fringe benefits on a monthly basis in the form and manner prescribed by the Electrical Central Collection Administration, based upon the mutual agreement of the parties to this Collective Bargaining Agreement. Said payments shall be due not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the work is performed and payments for fringe benefits made and each Employer shall send to the Electrical Central Collection Administration a reporting form showing the total amount of contribution for each Employee for work performed during the preceding month, in such manner and form as may be prescribed by the Administration, based upon the mutual agreement of the parties to this Collective Bargaining Agreement. Forms for the monthly reporting shall be furnished by the Administration to each Employer and it shall be the obligation of each Employer to request additional forms when required. It is recognized that, based upon prior experience, the cost of collecting, distributing and administering the said fringe benefit funds equals 1% of each Employer's gross weekly labor payroll and each Employer employing persons under the terms of this Collective Bargaining Agreement agrees to contribute that amount monthly to the Electrical Central Collection Administration at the time Employer's monthly report is submitted, such amount to be used by the Administration solely for the purpose of defraying the cost of the collection, distribution and administration of the said fringe benefit funds. This amount may be changed by mutual agreement of the parties hereto on a later date upon the operating experience to that date.

The failure of an individual Employer to make the contribution for the defraying of the costs of collection, distribution and administration of fringe benefit funds shall be deemed to be a breach of this Collective Bargaining Agreement as fully as if the Employer had failed to contribute fringe benefit payments hereunder. This fund will not be used in any manner detrimental to the Local Union of the IBEW. The enforcement for delinquent payment to the fund shall be the sole responsibility of the fund of the Employers and not Union.