

Agreement No. 6-1393-Teledata

EFFECTIVE DATES:

01/05/26 - 01/07/29

Agreement by and between American Line Builders Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 1393, IBEW.

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

As used hereinafter in this Agreement, the term "Chapter," shall mean American Line Builders Chapter, NECA and the term "Union" shall mean Local Union No. 1393, IBEW.

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

The term "IBEW," as hereinafter used, shall mean the International Brotherhood of Electrical Workers.

The term "Local Union" as hereinafter used shall mean IBEW Local Union No. 1393.

The term "Employee" or "Workmen" as hereinafter used, shall mean the workman or workmen listed and classified in this Agreement.

#### SCOPE

This Agreement is jurisdictional in scope and covers low voltage construction, installation, maintenance and removal of Teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, fiber optic cable and equipment, railroad communications, micro waves, V-SAT, by-pass, CATV, WAN (Wide Area networks), LAN (local area networks) and ISDN (Integrated systems digital network), telephone and telegraph work including railroad Communications and Railroad signal systems contracted for by an Employer and shall include but not be limited to:

(1) The installation, splicing, relocation, renovation and dismantling of all poles or other structures used in connection with telephone, telegraph, CATV or railroad operations; the

installation, moving or removal of all other CATV, telephone or telegraph equipment attached thereto including wires, cables, messenger or guy wires, insulators, terminal boxes and blocks; the installation, relocating or removal of anchors and other supports; and the digging and backfilling of holes for poles and anchors.

(2) The installation, splicing, relocation, renovation and removal of underground conduits, ducts and raceways, wires, and cables, including "direct burial" wires and cables and the digging, trenching and back filling in connection therewith.

(3) The installation, splicing, relocation, renovating, repair and removal of central office equipment and of telephone or telegraph equipment, including intercommunicating systems, owned by the utility and located on subscriber's premises. Including service wire installation, relocation, repair and removal.

(4) The removal and replacement of surfaces including pavements for buried conduit or cables. Trucking and other work incidental to this is included.

WITNESSETH

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

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

The parties to this Agreement, will not discrimination against any individual on the basis of their race, creed, color, religion, sex (including pregnancy, childbirth, and related medical conditions), age, national origin/ancestry, disability, military and veteran status, sexual orientation, gender identity or expression, marital status, familial status, genetic information, work-related injury, arrest and conviction record, use of public assistance, local human rights commission activity or any other characteristic protected by federal, state or local law.

ARTICLE I

EFFECTIVE DATE-CHANGES-GRIEVANCES-DISPUTES

**Section 1.01** This Agreement shall take effect January 5, 2026 and shall remain in effect until January 7, 2029, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January 1 through December 31 of each year, unless changed or terminated in the way later provided herein.

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

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

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

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

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

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

## AMENDMENTS

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

## STATUS DURING DISPUTES

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

**Section 1.05** There shall be no stoppage of work either by strike or lockout because of any jurisdictional disputes between the Union and any other union with respect to jurisdiction over any of the work covered by this Agreement.

## GRIEVANCES – DISPUTES

**Section 1.06** There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

**Section 1.07** All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

**Section 1.08** All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

**Section 1.09** Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting

Industry for adjudication. The Council's decisions shall be final and binding.

**Section 1.10** When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

**Section 1.11** Any grievance which is not brought to the attention of responsible opposite parties to this Agreement in writing within Thirty (30) working days of its occurrence shall be deemed to no longer exist.

## ARTICLE II

### EMPLOYER RIGHTS UNION RIGHTS

**Section 2.01** Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Teledata Industry. Therefore, an Employer who contracts for Teledata work is a person, firm or corporation having, these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements and employing not less than one employee.

### MANAGEMENT RIGHTS

**Section 2.02** The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or Owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

CALL BY NAME

**Section 2.03** The Employer shall when selecting Foremen have the right to call out Foremen by name. Any employee selected under this "call by name" provision must retain Foreman Classification for a minimum of Ninety (90) calendar days from the date of assignment.

**Section 2.04** The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, suspend, discharge, promote, demote or transfer employees for just cause, except as these rights may be limited by direct and specific provisions of this Agreement. However, the right of the Union to bring a grievance alleging abuse of these rights is recognized.

DEFINITIONS

**Section 2.05** "Normal Construction Labor Market of Local Union 1393" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the. Normal labor supply is secured:

STATE OF INDIANA

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies.

**Section 2.06** The Representative of the Union and/or the Local Union shall be allowed access to any job, at any reasonable time, where workmen are employed under the terms of this Agreement, provided site specific safety training has been received where required and proper PPE and safety measures are abided by. At no time shall there be any work stoppage or interruption of the work being performed. The employer may allow a reasonable time for a representative to address the workers.

SUBSTANCE ABUSE

**Section 2.07** The dangers and costs that alcohol and other chemical abuses can create in the Teledata and 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 the Employers right to adopt and implement a drug and alcohol policy and program 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. 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.

#### CODE OF EXCELLENCE

**Section 2.08** 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.

#### UNION SECURITY

**Section 2.09** On the thirty-first day following the effective date of this Section of the Agreement or on the thirty-first day following the beginning of employment with the Employer, whichever is later, membership in the Union shall be required with each employee in the bargaining unit as a condition of employment subject to the provisions of Section 8 (a) (3) of the Labor-Management Relations Act, 1947, as amended. This provision shall be operative in all States in which such provision is permitted by State law.

#### NON-RESIDENT EMPLOYEES

**Section 2.10** An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's Jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the

intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

For Non-Resident employees with permission of the Local Business Manager on "Short Calls" less than 14 days, the portability into the jurisdiction can be expanded.

#### FAVORED NATIONS

**Section 2.11** The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

#### UNION DUES DEDUCTIONS

**Section 2.12** The Employer agrees to deduct and forward to the Financial Secretary of the Local Union -- upon receipt of a voluntary written authorization -- the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws. Such amount shall be certified to the Employers by the Local Union upon request by the Employer.

**Section 2.13** The Local Union agrees to save the Employer harmless from any action growing out of these deductions and commenced by any employee against the Employer and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Local Union.

#### DUES DEDUCTION AUTHORIZATION

**Section 2.14** I hereby authorize and direct to deduct from my pay Union membership initiation fee, dues and additional working dues in the amounts fixed in accordance with By-Laws of Local Union and the Constitution of the International Brotherhood of Electrical Workers and pay same to said Local Union in accordance with the terms of the bargaining agreement between the Employers and the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said

Agreement, whichever occurs sooner; and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union ten days prior to the expiration of each one year period or of each applicable bargaining agreement between the Employer and the Union, whichever occurs sooner.

Signature \_\_\_\_\_  
Date \_\_\_\_\_ Dept. \_\_\_\_\_

MEMBERS CONTRACTING

**Section 2.15** No member of Local Union 1393, while he remains a member of such Local and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any work covered by this Agreement.

**Section 2.16** For all employees covered by this Agreement, the Employer shall carry workers compensation insurance with a company authorized to do business in the states our work is performed under this Agreement and such other protective insurance as may be required by the laws of these states, and he shall furnish satisfactory proof of such to the Union when requested. The Employer shall also make payments to the states unemployment compensation commission for all employees covered by the terms of this Agreement and shall pay all other taxes as may be required by state and federal statutes.

UNION DISCIPLINE

**Section 2.17** The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

ANNULMENT/SUBCONTRACTING

**Section 2.18** The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with Teledata work to any person, firm or corporation not recognizing the IBEW or one of its Local

Unions as the collective bargaining representative of his employees on any Teledata work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

#### SAFETY

**Section 2.19** (a) There shall be a Joint Safety Committee consisting of three members representing the Employer and three members representing the Local Union. The committee will act exclusively in an advisory capacity to the Employer. The duties of this Committee shall be to develop and recommend to the Employer safe work rules that are equal to or greater than the standards of Construction as established by the Occupational Safety and Health Act of 1970 or other applicable Federal or State laws. Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Local Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees. The refusal to abide by safety rules shall be sufficient cause for removal from the job.

(b) It shall also be the function of this Committee to study these safe work rules and recommend their update to the Employer. This Committee shall meet when called by the Chairman or when called by a majority of the current Committee members.

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

(d) No employees shall be compelled to use a powder actuated tool. Only qualified employees shall be permitted to use powder actuated tools.

(e) The Employer shall furnish hard hats when such

are required and shall also furnish proper individual protective gear to workmen engaged in burning and welding operations.

(f) The Employees shall at all times use every effort to preserve safety devices furnished to them and it is the rule of the parties that they be used at all times when working on or in close proximity to energized equipment and at all times when ordered to do so by their superiors.

(g) The safe work practices that are in effect on utility company property which are more stringent than those in this Agreement shall apply to work which is performed on that property under the terms of this Agreement.

(h) All Tele-data Communications materials and fixtures on poles will be installed by Tele-data Communication Lineman.

### ARTICLE III

#### EMPLOYMENT REFERRAL PROCEDURE

**Section 3.01** In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

**Section 3.02** The Union shall be the sole and exclusive source of referral of applicants for employment.

**Section 3.03** The Employer shall have the right to reject any applicant for employment.

**Section 3.04** The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure:

**Section 3.05** The Union shall maintain a register of applicants for employment established on the basis of the Classifications

and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the classification or classifications for which he qualifies.

CLASSIFICATION A - TELEDATA COMMUNICATION LINEMAN, TELEDATA  
CABLE SPLICER

GROUP I All applicants for employment who have three and one-half (3-1/2) or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; have passed a Journeyman Lineman's examination given by a duly constituted Outside Construction Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee; and who have been employed in the trade for a period of at least one (1) year in the last three and one-half (3-1/2) years in the geographical area covered by the collective bargaining agreement.

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

GROUP II All applicants for employment who have three and one-half (3-1/2) or more years' experience in the trade and who have passed a Journeyman Lineman's examination given by a duly constituted Outside Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside 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 normal construction labor market area for at least six (6) months in the last two and one-half (2-1/2) years in the geographical area covered by the collective bargaining agreement.

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

CLASSIFICATION B – TELEDATA EQUIPMENT OPERATOR

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 passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have experience in the trade and have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW.

GROUP III All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

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

CLASSIFICATION C – TELEDATA GROUNDMAN – TRUCK DRIVERS

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 trade for a period of at least one (4) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

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

GROUP III All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor

market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

GROUP IV All other applicants for employment.

**Section 3.06** If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

**Section 3.07** The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

**Section 3.08** "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

THE STATE OF INDIANA - following counties.

UTILITIES: Adams, Allen, Bartholomew, Benton, Blackford, Boone, Brown, Carroll, Cass, Clark, Clay, Clinton, Crawford, Daviess, De Kalb, Dearborn, Decatur, Delaware, Dubois, Elkhart, Fayette, Floyd, Fountain, Franklin, Fulton, Gibson, Grant, Greene, Hamilton, Hancock, Harrison, Hendricks, Henry, Howard, Huntington, Jackson, Jasper, Jay, Jefferson, Jennings, Johnson, Knox, Kosciusko, La Porte, Lagrange, Lake, Lawrence, Madison, Marion, Marshall, Martin, Miami, Monroe, Montgomery, Morgan, Newton, Noble, Ohio, Orange, Owen, Parke, Perry, Pike, Porter, Posey, Pulaski, Putnam, Randolph, Ripley, Rush, Scott, Shelby, Spencer, St Joseph, Starke, Steuben, Sullivan, Switzerland, Tippecanoe, Tipton, Union, Vanderburgh, Vermillion, Vigo, Wabash, Warren, Warrick, Washington, Wayne, Wells, White, Whitley

COMMERCIAL: All of the above counties, excluding Clark, Floyd, Harrison, Jackson, Jefferson, Scott, and Washington

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the

appropriate prevailing wage area under the Davis-Bacon Act which the Agreement applies.

**Section 3.09** "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

**Section 3.10** The Local Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

**Section 3.11** 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.

**Section 3.12** An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

**Section 3.13** 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 returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

#### REPEATED DISCHARGE

**Section 3.14** An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three\* business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks or longer depending on the seriousness of the conduct and/or repetitive nature of the

conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

**Section 3.15** The only exceptions which shall be allowed in this order of referral are as follows:

- A. When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- B. The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Group, if any, shall first be exhausted before such overage reference can be made.

**Section 3.16** An Appeals Committee is hereby established composed of one member appointed by the Local Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

**Section 3.17** It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 3.04 through 3.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business; but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

**Section 3.18** A representative of the Employer or of the Association, as the case may be, designated to the Local Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

**Section 3.19** A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

ARTICLE IV

CRAFT WORK - HOURS OF WORK

**Section 4.01** (a) Eight hours work between 6:00 a.m. and 8:00 p.m. (unless otherwise mutually agreed upon between the Employer and the Union) with one-half hour for lunch shall constitute a workday. Forty hours within five days, Monday through Friday shall constitute the work week, except that employees assigned to shift work may be scheduled to end their work week on Saturday to complete a shift. However, when a designated holiday intervenes, that work week shall consist of four regular work days. Employees may be scheduled to work shifts for which a night shift differential of fifteen percent (15%) per hour shall be paid. Such shifts shall consist of eight (8) hours, with a thirty minute intermission for lunch unless otherwise mutually agreed upon. The work day shall begin at the job headquarters and end at the job headquarters.

(b) The Employer may institute four (4) consecutive ten (10) hour days may be worked at the straight time hourly rate; Monday through Thursday with Friday as a make-up day at the straight time rate of pay. The number of make-up hours shall be those actually needed to complete the Forty (40) hours per week.

(c) Employees engaged as Equipment Operator and Groundman-Truck Driver w/CDL may, in order to service equipment in their care, be scheduled to start work either before the starting or after the quitting time set forth in Section 4.01(a), above. They shall be paid at the applicable rate for the time so scheduled.

WORKDAY

**Section 4.02** The workday for each employee on Teledatalines shall begin and end at the job headquarters.

OVERTIME AND HOLIDAYS

**Section 4.03** Work performed on Sundays and the following holidays -- New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day -- shall be at double the regular straight time rate of pay.

All other work performed outside of the regular workday or shift and on Saturday, except on a shift ending on Saturday, shall be paid at one and one-half (1 ½) the regular straight time rate of pay.

#### CALL OUT AND MEALS

**Section 4.04** A minimum of two hours pay at the applicable rate shall be paid by the Employer to each employee called back to work after having been released from his regular day's work. Time on such call back is to start when the employee reports and ends when he is released.

#### REPORTING TIME

**Section 4.05** Employees reporting to the job or at headquarters shall be paid the minimum of two hours' work. Employees shall be required to remain available and perform such work as may be assigned to them, providing suitable protection from the weather is provided. However, they shall not be required to remain available for a longer period of time without being paid for the extended time.

#### INCLEMENT CONDITIONS

**Section 4.06** Employees shall report each regular work day at the job headquarters of the Employer and, if unable to start to work due to inclement weather conditions, shall be paid a minimum of two (2) hours wages. Such employees shall remain available for work during such two (2) hour period and shall perform such work as may be assigned to them providing suitable protection from the weather is provided by the Employer. However, they shall not be required to remain available beyond this period unless such extended time is paid for by the Employer.

**Section 4.07** An employee having started work at the regular starting time and continues into the third (3rd) hour of the regular work day and, through no fault of his/hers, as stated hereinbefore, be unable to continue work shall be paid a minimum of four (4) hours. This applies only to those who remain on the job until released. However, in no instance shall an employee be paid in excess of two (2) hours per day for non-productive time. In the event that a foreman or other employee abuses these provisions, he/she shall be subject to reduction in classification or discharge.

**Section 4.08** The Employer may suspend work at any time because of adverse weather conditions, breakdown of equipment, lack of work or other reasons. In the event of such work suspension, employees will be paid to time of release from duty at the job headquarters.

## CHANGE OF HEADQUARTERS

**Section 4.09** Wages and the regular straight time rate shall be paid by the Employer to employees for traveling time when transferred from one job site to another job site during the workday. When suitable transportation is made available by the Employer, no additional expense other than actual traveling time will be allowed. If transportation is not made available by the Employer, reimbursement will be paid on the basis of current IRS Mileage Rate per road map miles, to all qualified employees.

## SHIFT WORK

**Section 4.10** When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours' work.

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

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

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

## TRANSPORTATION

**Section 4.11** The Employer will arrange transportation for employees required to move company equipment to enable them to pick up their personal cars. Such transportation will be to the

point from which the crew moved and travel arrangements will be made as soon as possible after such crew move.

#### NOTICE OF TRANSFER

**Section 4.12** The Employer agrees to notify employees forty-eight hours in advance of any transfer to another job headquarters or change in schedule. The forty-eight hours shall not include Saturdays, Sundays or holidays.

#### UNION STEWARD

**Section 4.13** The Local Union may appoint a Steward on each job. The foreman shall give the steward any information pertaining to the welfare of the Local Union and shall be allowed reasonable time on the job to make out his reports, this shall not be construed as requiring the Employer to place a non-working Steward on any job. The Local Union will notify the Employer of all crew Steward appointments.

#### NOTICE OF LAYOFF

**Section 4.14** The Employer agrees to notify any employee or employees two (2) hours in advance of any layoff, where possible. The employee shall proceed as follows:

- (1) Gather his/her tools and belongings immediately.
- (2) Leave the job as soon as possible and cause no disturbance.
- (3) If, for any reason, he/she believes the discharge was not for proper cause, he/she shall file a written grievance with the Business Manager of the Union within Thirty (30) working days of its occurrence. Saturdays, Sundays and holidays set forth in the Agreement excluded.

When an employee is terminated or laid off, the employee shall have accrued wages paid/sent to them by the next business day. Waiting time at the regular rate shall be charged until payment is made, but waiting time is not to exceed eight (8) hours in any Twenty-Four (24) hour period.

On any voluntary termination, the man's wages shall be paid by mail or direct deposit no later than normal payday. The above penalty is not applicable when the U.S. Mails are not operating due to strike or work stoppage.

INSTALLATION AND CUT OVERS

**Section 4.15** Any employee supervising a crew on installation or cut over work shall be paid the applicable foreman's rate. This shall not apply to a Journeyman installer repairman who has a trainee with less than 45 days' experience riding with him. A crew shall consist of not less than two men nor more than eight.

TOOLS

**Section 4.16** Each employee shall be required to provide themselves with certain tools. A list of those tools required to be supplied by each employee is below.

- |                       |   |
|-----------------------|---|
| Assorted Screwdrivers | Dyke Cutter                             |
| Lineman Side Cutter   | Channellock 6", 8", 10"                 |
| Hammer                | Adjustable Wrench 6", 8", 10"           |
| 25' Tape              | Box End Wrench 7/16-1 1/2 , 8mm-16 mm   |
| I/O Cable Cutters     | 3/8 to 1 1/2, 8mm-16mm Deepwell Sockets |

TELEDATA CABLE SPLICER (additional tools required per classification)

- |                       |                         |
|-----------------------|-------------------------|
| Body Belt             | Diagonal Pliers         |
| Safety Strap          | Long Nose Pliers        |
| Climbers              | E9E Scotchlok Tool      |
| 6' - Rule             | Scissors with Pouch     |
| Assorted Screwdrivers | Sheath Knife with Pouch |
| Line Hammer           | Crescent Wrenches       |
| Nail Hammer           | Dial Test Set/or Touch  |
| Terminal Wrench       | Tone Test Set           |

TELEDATA COMMUNICATION LINEMAN (additional tools required per classification)

- |                       |                            |
|-----------------------|----------------------------|
| Body Belt             | Drop Wire Slitter          |
| Safety Strap          | E9E Scotchlok Tool         |
| Climbers              | Punchdown Tool             |
| 6' - Rule             | Scissors with Pouch        |
| Assorted Screwdrivers | Station Mans Probe         |
| Line Hammer           | Station Mans Tone          |
| Lineman's Pliers      | Dial or Touchtone Test Set |
| Lag Wrench            | Crescent Wrench            |
| Diagonal Pliers       | Wrap/Unwrap Tool           |
| Long Nose Pliers      |                            |

**Section 4.17** The Employer is to furnish all other tools and

equipment to safely do the work required. Employees shall be held responsible for tools and equipment issued to them by the Employer provided a lockable storage compartment is furnished.

PAYDAY

**Section 4.18** Wages shall be paid by check (or by electronic transfer to a thrift institution of the employees' choosing), not later than the fifth workday following the last day of the Employer's established payroll period. Employee's paycheck/direct deposit advice will be mailed on or before payday to the home address they have on file with the Employer. Paychecks sent via U.S. Postal Service that are not received by the employee will not be reissued until five (5) calendar days from the date of the check, and until the bank has confirmed that payment has been stopped on the original check. When made available by the Employer and at the employee option, direct deposit paystubs may be emailed to the employee email address provided. In this instance no paper copy will be provided. Authorization and any email address change must be made in writing.

ARTICLE V

WAGES AND FRINGE BENEFITS

**Section 5.01** The classification of work and the hourly wage rate for each classification shall be as follows:

CRAFT CLASSIFICATION	STATE OF INDIANA <u>01/05/26</u>
Teledata Foreman	31.46
Teledata Two-man Crew Leader (Small Crew Leader)	28.42
Teledata Cable Slicer	26.58
Teledata Communication Lineman	26.58
Teledata Operator A (1000+ hours worked)	22.90
Teledata Operator B (Less than 1000 hours worked)	20.38
Teledata Groundman-Truckdriver (w/CDL) (1000+ hours worked)	17.37



the Local Union before workmen are dispatched in accordance with Article III of this Agreement. The Surety Bond must be written by a Surety Company on the current U. S. Treasury Department List of "Surety Companies Acceptable on Federal Bonds" and the Surety Company or Bank (with respect to the letter of credit) must not have previously defaulted its obligations for wages or fringe benefits under this Agreement.

## ARTICLE VI

### NATIONAL ELECTRICAL BENEFIT FUND

**Section 6.01** It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

In the event that any Pension or Retirement Fund provided for in

this Agreement is declared to be in "Endangered Status, "Severely Endangered Status," "Critical Status," or "Critical and Declining Status" and the plan puts into place any requirements for increased contributions such a "Rehabilitation Plan," the parties agree that any mandatory increase in the Pension Fund Contributions shall be first covered by applying up to 100% of the next annual increase in wages and benefits as necessary to cover the contribution increases. If 100% of the next annual increase is insufficient to cover the entire contribution increase, then the remainder of the contribution increase shall be funded by a commensurate reduction in the current wage rate paid to participating employees.

## ARTICLE VII

### NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

**Section 7.01** The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. 186(c)(9). The purposes of this Fund include the following:

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

(7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

(8) to engage in public education and other programs to expand the economic development of the electrical construction industry;

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

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

**Section 7.02** The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

**Section 7.03** Each Employer shall contribute one cent (\$.01) per hour worked, up to a maximum of 150,000 hours per year, for work performed under the terms of IBEW Local Union agreements with the American Line Builders Chapter, NECA. 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 American Line Builders Chapter, NECA, or its designee, shall be the collection agent for this Fund.

**Section 7.04** If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$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 payment. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment, together with attorneys' fees.

ARTICLE VIII

INDUSTRY FUND

**Section 8.01** Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.

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

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

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

**Section 8.02** 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, s 9.01 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.

ARTICLE IX

EMPLOYEE HEALTH & WELFARE BENEFIT PLAN

**Section 9.01** The Employer agrees to pay into a Benefit Fund, known as the Line Construction Benefit Fund, Seven Dollars and Fifty Cents (\$7.50) for each hour worked by all employees covered by this Agreement. The contributions of the Employer shall be used to provide temporary disability insurance,

hospital, surgical and medical expense benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Benefit Fund may determine and to provide funds for the organization and administration expense of the Benefit Fund. The contribution may also be used to provide group life insurance to eligible employees if the trustees of the Benefit Fund determine this protection is advisable. The said Benefit Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the Chapter and the Unions. The contribution and the report form shall be mailed to reach the office of the LINECO Fund not later than fifteen (15) calendar days following the end of each calendar month.

\*\*\* Employers will cover up to \$0.50 cents for any health and welfare increases as mandated by the trustees during the period of January 5, 2026 through January 7, 2029. Any monies not used will fall off the table. If any increases exceed the allocated \$0.50 cents the overage will come from the posted wages.

#### HEALTH REIMBURSEMENT ACCOUNT

**Section 9.02** The Employer agrees to pay into a Benefit Fund, known as the Line Construction Health Reimbursement Account (HRA), an amount equal to five cents (\$0.05) for all hours worked, for all employees covered by this Agreement.

The said Benefit Fund shall be administered pursuant to the Agreement and Declaration of Trust administered jointly by representatives of the Chapter and Unions. The contribution and report shall be mailed to reach the office of the LINECO Fund not later than Fifteen (15) calendar days following the end of each calendar month.

#### ARTICLE X

#### NATIONAL ELECTRICAL ANNUITY PLAN

**Section 10.01** It is agreed that in accord with the IBEW District Ten NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan ("NEAP"), the individual employer will forward monthly to NEAP's designated collection agent an amount equal to six percent (6%) of the gross monthly labor payroll,

together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

Contributions shall not be paid on benefits outside this collective bargaining agreement. Examples of exempted items are expenses for meals and lodging (no receipt required), bonuses (regular or extraordinary), paid vacation, paid sick days or paid holidays (where they are not covered under this agreement), fire retardant clothing, personal protective equipment, per diems and subsistence pay, and personal use of company vehicles.

## ARTICLE XI

### APPRENTICESHIP & TRAINING

**Section 11.01** Pending language to be added: The parties agree to convene to add ALBAT enabling language to the collective bargaining agreement with a one percent (1%) contribution once the National Teledata Apprenticeship is approved and adopted by the ALBAT trustees through an addendum.

ARTICLE XII

ADMINISTRATIVE MAINTENANCE FUND

**Section 12.01** Each employer signatory to this agreement shall contribute .1% of gross payroll for all hours worked by all employees by this Agreement to the American Line Builders Administrative Maintenance Fund (ALBAMF).

**Section 12.02** The fund shall be administered solely by the American Line Builders Chapter, National Electrical Contractors Association, Inc. and shall be utilized to pay for the administration cost of the labor contract administration including negotiations, labor relation, disputes and grievance representation performed on behalf of the signatory employers. In addition, all other administration functions required of the management such as service on all funds as required by federal law.

**Section 12.03** The ALBAMF contribution shall be submitted with all other benefits as designated in the Labor Agreement by the fifteenth (15th) of the following month in which they are due to the administrator receiving funds. In the event any Employer is delinquent in submitting the required Administrative Maintenance Fund to the designated administrator, the administrator shall have the authority to recover any funds, along with any attorney fees, court cost, interest at one percent (1%) per month and liquidated damages receiving such funds. The enforcement for the delinquent payments to the fund shall be the sole responsibility of the fund or the employer, not the Local Union. These monies shall not be used to the detriment of the I.B.E.W. or this Local Union.

ARTICLE XIII

BENEFIT CONTRIBUTION

**Section 13.01** All Benefit contributions and deductions required by this agreement that are administered and exclusive to the responsibility of the American Line Builders Chapter, National Electrical Contractors Association, Inc. shall be forwarded to, and received on or before the fifteenth (15<sup>th</sup>) day following the end of each calendar month. All Employers shall pay all monies via electronic transfer (ACH or Wire Transfer). In addition, each employer shall also file a monthly electronic payroll report through ePRLive as required on or before the fifteenth (15<sup>th</sup>) day following the end of each calendar month. Such funds to include NEBF, NEAP, Administrative Maintenance Fund, NLMCC,

LLMCC (where applicable), and NECA Service Charge (NECA members only).

The monthly transmittal form shall be submitted via the Electronic Payroll Reporting System (ePRLive) at <https://neca.eprlive.com>. The Electronic Payroll Reporting System (ePRLive) will require the following information from the Employer:

Name of Employee, Social Security Number of Employee, Total Monthly Hours worked, Total Monthly Gross Pay

The monthly transmittal must be submitted via the Electronic Payroll Reporting System (ePRLive) no later than the fifteenth (15<sup>th</sup>) day of the following month. Should Employer fail to remit regularly, it shall be subject to having the aforesaid Agreement terminated upon seventy-two (72) hours notice, in writing, from Union, providing that Employer fails to show satisfactory proof that delinquent payments have been made to the aforesaid Annual Benefit Fund.

#### ARTICLE XIV

##### PAID SICK LEAVE WAIVER

**Section 14.01** Any federal, state, city, municipal or local laws or ordinances that require an employer to pay any wages, paid time off, sick leave rights, or other benefits, or to contribute to a system of government-provide paid leave, which are subject to waiver, are hereby EXPRESSLY WAIVED to the maximum extent permissible by law and shall not apply in any manner to the employees covered by this Agreement. In such event, that laws become non-waivable, the parties shall meet and agree upon a fair and reasonable amount to adjust the wage/benefit package accordingly.

##### SEPARABILITY CLAUSE

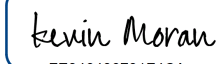
Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such Provisions shall immediately become null and void leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in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

This Agreement shall constitute the only agreement between the parties covering this type of work and all prior agreements

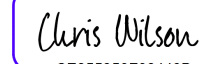
entered into, either written or verbal, are hereby declared to be null and void.

In WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized officers and agents as of the day and year first above written.

AMERICAN LINE BUILDERS, CHAPTER  
NATIONAL ELECTRICAL CONTRACTORS  
ASSOCIATION

DocuSigned by:  
  
FE346486731F4CA  
Kevin P. Moran, Exec. Dir.

LOCAL UNION NO.1393,  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

Signed by:  
  
CE855350F08449B  
Chris T. Wilson, Bus. Mgr.

LETTER OF ASSENT TO TELEDATA AGREEMENT APPENDICES

This is to certify that the undersigned employer has examined a copy of the current approved appendices to the Teledata Agreement between (NAME OF ASSOCIATION OR CHAPTER) and Local Union(s) \_\_\_\_\_ of the IBEW.

The undersigned employer hereby agrees to comply with all of the terms and conditions of employment contained in the above mentioned appendices and all approved amendments thereto. It is understood that the signing of this letter of assent shall be as binding on the undersigned employer as though he has signed the above referred to appendices, including any approved amendments thereto. The Employer agrees that if a majority of its employees authorizes the applicable Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the exclusive collective bargaining agent for all employees performing Teledatawork within the jurisdiction of the Local Union on all present and future jobsites.

This letter of assent shall become effective for the undersigned employer on the \_\_\_\_\_ day of \_\_\_\_\_ and shall remain in effect until terminated by the undersigned employer giving written notice to the applicable IBEW Local Union(s) at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved appendices.

In accordance with Orders issued by the United States District Court for the District 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, this letter of assent shall not bind the parties to any provision in the above mentioned Agreement, requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified

NAME OF FIRM

\_\_\_\_\_  
(Type or Print)

SIGNED FOR THE EMPLOYER

BY \_\_\_\_\_  
(Original signature)

Title  
Date

SIGNED BY THE IBEW LOCAL UNION (S)

BY \_\_\_\_\_  
(Original signature)

Title  
Date

