TELECOMMUNICATIONS AGREEMENT

GOVERNING THE

TELEDATA INDUSTRY
OF
GREATER BOSTON

BETWEEN

ELECTRICAL WORKERS UNION
LOCAL UNION 103
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND

ELECTRICAL CONTRACTORS ASSOCIATION
OF GREATER BOSTON, INC.
BOSTON CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

SEPTEMBER 1, 2016 – August 31, 2019

ARTICLE X
SEPARABILITY CLAUSE

Section 10.01 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.

ELECTRICAL CONTRACTORS ASSOCIATION OF GREATER BOSTON, INC.

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Telecommunications Agreement

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TELECOMMUNICATIONS AGREEMENT

Agreement by and between the Boston Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 103, IBEW.

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

As used hereinafter in this Agreement, the term “Chapter” shall mean the Boston Chapter of NECA - and the term "Union" shall mean Local Union No. 103, IBEW.

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

FUNDAMENTAL PRINCIPLES

This Agreement is based upon the following set of fundamental principles affirmed by the Parties hereto:

1. The vital interests of the Public and Employer in the electrical industry are inseparably bound together. All will benefit by a continuous peaceful operation of the industrial process.

2. The facilities of the Teledata industry for service to the public will be developed and enhanced by the recognition that the overlapping of the function of the various groups in the industry is wasteful and should be eliminated.

3. Close contact and a mutually sympathetic interest between employee and Employer will develop a better working system, which will tend constantly to stimulate production while improving the relationship between employee, Employer and the Community.

4. Strikes and lockouts are detrimental to the interests alike of employee, Employer and the Public and should be avoided.

5. Agreements or understanding which are designed to obstruct, directly or indirectly, the free development of trade, or to secure to special groups, special privileges and advantages, are subversive of the public interest and cancel the doctrine of equality of rights and opportunity and should be condemned.

6. The public interest is conserved, hazard to life and property is reduced and standards of work are improved by fixing an adequate minimum of qualifications in knowledge and experience as a requirement precedent to the right of an individual to engage in the Teledata industry, and by the rigid inspection of Teledata work, old and new.

7. Public Welfare, as well as the interests of the trade, demands that Teledata work be done by qualified contractors.

8. Cooperation between employee and employer acquires constructive power as both employees and employers become more completely organized.

9. The right of employees and employers in local groups to establish local wage scales and local working rules is recognized.

10. Technological advances are in the interest of the industry and public welfare and shall be so encouraged.

11. Employment practices shall conform with all state and/or federal fair practice laws.

12. Whereas, the Joint Conference Committee of Greater Boston, comprised of Local Union 103, I.B.E.W., and Electrical Contractors Association of Greater Boston, Inc., Boston Chapter, N.E.C.A., Representatives are vitally concerned with safety and jobsite performance of all employees on construction projects; and,

Whereas, the committee has studied the drug problems and recognizes that alcoholism, drug dependence and other medical/behavioral conditions are highly complex illnesses which normally can be successfully treated; and,

Whereas, the committee also realizes the necessity of providing a safe and healthy work environment for all employees; and,

Whereas, substance abuse alters acceptable behavior in the work place; and,

Whereas, substance abusers cause accidents resulting in injury to themselves and fellow employees; and,

Whereas, we realize that successful safety programs focus primarily on the accident prevention rather than the post-accident stage and that this same approach is essential in a drug program to identify drug users and initiate action before serious accidents occur; and,

Whereas, employees' physical and mental health are integral parts of job safety and productivity; and,

Whereas, abusers need and may want help; and,

Whereas, we are concerned that the purchasers of construction labor and services continue to receive products of the finest quality and economy.

Now, therefore, be it resolved, that the Joint Conference Committee, as set forth in this Agreement, formulate and support a Substance Abuse and Assistance/Rehabilitation Program.

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

ARTICLE I

EFFECTIVE DATES, TERMINATION, AMENDMENTS

Section 1.01 This Agreement shall take effect September 1, 2016, and shall remain in effect until August 31, 2019, 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 later provided herein.

CHANGES

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

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

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

(d). In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR), either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

(e). By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, may jointly, with the Union, submit the unresolved issues to the Council on Industrial Relations for adjudication. Such unresolved issues 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.

(f). 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.

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

Section 1.03 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be

reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Section 1.04 During the term of this Agreement, 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.

GRIEVANCES/DISPUTES

Section 1.05 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 *(Note: In the case of independent agreements the word "Chapter" should be replaced by the word "Employer")* shall select the management representatives.

Section 1.06 All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07 All matters coming before the Labor-Management Committee shall be decided by 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 1.08 Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II

ANNULMENT AND SUBCONTRACTING CLAUSES

Section 2.01 (a) Local Union 103 is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the I.B.E.W., other than violations of Section 2.07 of this Article, will be sufficient cause for the cancellation of this Agreement by the Local Union, after finding has been made by the International President of the Union that such violation or annulment has occurred.

(b) The subletting, assigning or transferring by an individual Employer of any work in connection with work stated in Article II, Section 2.03, Scope of Work, of this Agreement, to any person, firm or corporation not recognizing the I.B.E.W. or one of its Local Unions as the collective

bargaining representative of his/her employees, 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.

(c) All charges of violations of Section 2.07 shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.02 Recognition – The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees covered by the terms of this Agreement.

Section 2.03 Scope of Work - The work covered by this agreement shall include the installation, testing, service, and maintenance of all Voice Data Video systems which utilize the transmission and/or transference of voice, sound, vision, or digital.

I. This agreement specifically includes, but is not limited to, the following work:

- Radio
- Television
- Video
- Recording Voice
- Sound
- Nurse Calls
- Emergency Call
- Visual Production
- Telecommunication Systems
- Data Systems
- Fire Alarm Systems (testing, per NFPA and documentation, programming, repairs of Fire Alarm Systems, including auxiliary devices, service, and maintenance only – see Paragraph F. below)
- Security Systems (see Paragraph H. below)

II. The scope of work covered by this agreement is subject to the following clarifications and exclusions:

A. All metallic and non-metallic conduit work, exclusive of sleeves and limited incidental runs of conduit, shall be excluded from the Telecommunication Agreement.

B. All work covered by Massachusetts General Laws that pertain to licensing of electrical work, including but not limited to lights, power, both normal and emergency, including battery backup systems to the first point of connection within the defined area of computer rooms, communications rooms, equipment rooms, PBX rooms and telecommunications closets shall be excluded from the Telecommunications Agreement. Battery backup systems that are portable in nature or an integral part of the equipment shall be covered by Telecommunications Agreement.

C. Plastic raceways (excluding pvc conduit and multi-use surface mounted raceways) designed specifically and exclusively for systems covered under the Telecommunications Agreement shall be the work of the Technician.

D. The installation of cabletray and ladder-rack designed specifically and exclusively for systems covered under the Telecommunications Agreement *within* computer rooms, communication equipment rooms, PBX rooms and termination closets, shall be the work of the Technician.

E. Energy Management Systems are excluded from the Telecommunications Agreement.

F. The *installation* of Fire Alarm Systems is excluded from the Telecommunications Agreement.

G. All fiber optic and other cable and associated equipment used exclusively for the control of electrical light, heat and power as defined by the National Electrical Code shall be excluded from the Telecommunication Agreement.

H. The installation of pipe, wire and mounting of field devices for security systems installed in new buildings or projects that are mutually agreed, prior to bidding, to be under Building Trades control, and are bid under the base bid, shall be done under the wages and fringe benefits set forth in the Principal Bargaining Agreement between the Boston Chapter of NECA and Local 103, IBEW.

I. Nothing contained in this "Scope" or any other section of this agreement shall prevent a contractor who is signatory to the Inside Agreement from performing Voice Data Video work under the terms and conditions of the Inside Agreement.

Section 2.04 Area – This Agreement shall govern all of the Employer's bargaining unit work as described in Section 2.03 of this Article within the territorial jurisdiction of Local 103, I.B.E.W., and the Boston Chapter of N.E.C.A.

SUPPORT FOR OTHER UNIONS

Section 2.05 (a) This Agreement does not deny the right of the Union or its representatives to render lawful assistance to other labor organizations by removal of 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. An Employer may service the Telecommunication system in the interest of Public Safety.

(b) When such a removal takes place, the Union or its representatives shall direct the members on such job to put away carefully all tools, material, equipment or any other property of the Employers 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 equipment by the Employer.

Section 2.06 A Representative of the Union shall be allowed access to any shop or job at any reasonable time where employees are employed under the terms of this Agreement. Such visitation shall not unduly hinder the performance of the employees.

UNION DISCIPLINE

Section 2.07 The Union reserves the right to discipline its members in accordance with its By-Laws and the International Constitution of the I.B.E.W. for violation of its laws, rules or this Agreement.

ARTICLE III
APPRENTICESHIP AND TRAINING

Section 3.01 The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Telecommunications Installer/Technician Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

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

Section 3.02 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.

Section3.03 The subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee,

shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the local labor- management committee for resolution.

Section 3.04 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.

Section 3.05 All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as apprentice until they have been properly selected and indentured.

Section 3.06 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.

Section 3.07 The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, unless the individual has properly reapplied for the apprenticeship program and been selected. The individual shall not be permitted to be classified as an installer/technician, or provided any other classification under this agreement, until two years after they should have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

Section 3.08 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.

Section 3.09 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 Guideline Standards. The total term of apprenticeship shall not require more than five years of related training.

Section 3.10 The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Telecommunications Installer/Technician Apprenticeship and Training Standards.

Section 3.11 The apprentice is to be under the supervision of an installer/technician, a technician-level employee, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. Installer/technicians and technicians are not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the installer/technician, technician, or supervisor is required to leave or is absent from the job.

Section 3.12 The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 3.13 Upon satisfactory completion of apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for installer/technicians to work in the jurisdiction covered by this agreement.

Section 3.14 All employers subject to the terms of this agreement shall contribute the amount of funds specified by the party's signatory to the local apprenticeship and training trust agreement. The current rate of contribution is 1.5% of the Telecom Technicians Rate for each 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. See Appendix "A" for changes to contribution.

ARTICLE IV
BENEFITS

Section 4.01. **National Electrical Benefit Fund -** 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 this Agreement.

Section 4.02 Health & Welfare Fund – To finance the Local 103, IBEW, Health & Welfare Trust Fund, it is mutually agreed between the parties hereto that the Employer will contribute for each actual hour worked by the employees in the bargaining unit, represented by the Union under this Agreement the applicable sum designated in Appendix "A" of this Agreement.

These contributions are to underwrite the cost of the Health & Welfare Fund established by a declaration of trust dated December 28, 1950.

All payments are due monthly, not later than the fifteenth (15th) day of the month following the incurring of the obligation.

Section 4.03 Local 103 Pension Fund – To finance the Local 103, IBEW, Pension Trust Fund, it is mutually agreed between the parties hereto that the Employer will contribute for each actual hour worked by the employees in the bargaining unit, represented by the Union under this Agreement, the applicable sum designated in Appendix "A" of this Agreement.

These contributions are to underwrite the cost of the Local 103, IBEW, Pension Trust Fund established by a declaration of trust dated August 1, 1958.

All payments are due monthly, not later than the fifteenth (15th) of the month following the incurring of the obligation.

Section 4.04 Deferred Income Fund – To establish a Deferred Income Fund under a declaration of trust which became effective August 3, 1970, it is mutually agreed that the Employer will contribute for each actual hour worked by the employees in the bargaining unit, represented by the Union under this Agreement, the applicable sum in Appendix "A" of this Agreement.

Section 4.05 Working Assessment – 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 Employer by the Local Union upon request by the Employer.

Section 4.06 National Electrical Industry Fund – Each individual Employer shall contribute an amount not to exceed one percent nor less than .2 of one percent of the productive electrical payroll, as determined by each Local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

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

Section 4.07 Administrative Maintenance Fund (AMF) – Effective September 1, 1997, each Employer signatory to this Agreement shall contribute ten ($0.10) cents per hour, up to a maximum of 150,000 man-hours per year, for all hours worked by all employees covered by this Agreement to the AMF.

The Fund shall be administered solely by the Boston Chapter, National Electrical Contractors Association, Inc., and shall be utilized to pay for the Association's cost of the labor contract administration including negotiations, labor relations, disputes and grievance representation performed on behalf of the signatory Employers. In addition, all other administrative functions required of the management such as service on all funds as required by Federal Law.

The AMF contribution shall be submitted with all other benefits as delineated in the Labor Agreement by the fifteenth (15^{th}) 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 costs, interest at one (1) percent 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 the local union.

Section 4.08- Electrical Industry Labor Management Cooperation Trust - To establish an Electrical Industry Labor Management Cooperation Trust Fund under a declaration of trust, which became effective September 1, 1997, it is mutually agreed that the Employer will contribute for each actual hour worked by the employees in the bargaining unit, represented by the Union under this Agreement, the applicable sum designated in Appendix "A" of this Agreement.

Section 4.09 Collection of Delinquent Payment – The Electrical Construction Trust Funds as contained herein shall serve, under the direction of the Trustees or their designees, as collection agent for all jointly administered trust funds and any other funds assigned by the Joint Conference

Committee. The Individual Employer, as defined herein, shall be bound by rules and regulations promulgated by the Trustees of the Trust Funds as regards collection procedures, including but not limited to legal fees and interest charges.

Total payment of all contributions and deductions for actual hours worked shall be by one check payable to a designated bank and shall be sent to the Electrical Construction Trust Fund, 256 Freeport Street, Boston, Massachusetts, 02122, and shall be paid monthly no later than the fifteenth (15th) of the month following the incurring of the obligation. All payments made after the fifteenth (15th) of the month shall pay a delinquent fee. The amount to be determined by the Trustees of the Jointly Administered Funds for implementation, subject to a seven (7) day notification period.

Payments for hours worked under Article VI, Section 6.15, exclusively, shall be made for the actual hours paid without regard to premium rates.

Employers who are delinquent in their payments, in compliance with this Section, of this Agreement, shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, or having manpower withheld or withdrawn until the Employer becomes current in its Trust Fund obligations, provided the Employer fails to show proof that delinquent payments have been paid.

To the extent an individual Employer becomes delinquent, as determined by the Joint Conference Committee, in making trust fund payments as set forth in this Section, such Employer shall be required to furnish employment records and a current list of projects to include the names and addresses of the project owner, construction manager, general contractor, or any other subcontractor for whom the Employer has performed work.

The required report and payment by check shall be sent or delivered to the Electrical Construction Trust Funds office to arrive not later than the fifteenth (15th) of the month following the incurring of the obligation.

Section 4.10 Credit Union Payroll Deduction – Upon written authorization for payroll deduction, the Employer will deduct the amount specified by employees and forward such amount to the Delta-Wye Federal Credit Union on the fifteenth (15th) of the month following the incurring of obligation. The Credit Union will bear all costs in payroll deduction forms and such other material as they may require for such deductions. The parties will make reasonable attempts to implement weekly electronic deposits of credit union deductions on a voluntary basis.

By the execution of the provisions of this Section 4.08, the Credit Union agrees to hold harmless the Boston Chapter, NECA, and its signatory Employers, collectively and severally, and the International Brotherhood of Electrical Workers and its Local 103 for any and all liabilities that might occur in the enforcement of this provision or lack thereof or for any other reason in which the Parties lack right of control.

Section 4.11 COPE/PAC Voluntary Deduction – Upon receipt of written voluntary authorization for payroll deduction, the Employer will deduct four ($0.04) cents per hour from IBEW employees and forward such amount to COPE/PAC headquarters. The Union will bear all costs in payroll deduction forms and such other material as they may require for such deductions.

Section 4.12 Payroll Records Access – The parties to this Agreement, upon reasonable request, shall be allowed to examine the Employers' payroll records of all employees working under the terms of this Agreement.

ARTICLE V
REFERRAL PROCEDURE

Section 5.01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment. Section 5.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 5.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 5.03. The Employer shall have the right to reject any applicant for employment.

Section 5.04. 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 5.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN

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

GROUP III All applicants for employment who have two or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

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

Section 5.06. 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 5.07. 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 5.08. "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:

Commonwealth of Massachusetts Townships:

Acton	Billerica	Canton	Dover
Amesbury	Boston	Carlisle	Dracut
Andover	Boxborough	Chelmsford	Dunstable
Arlington	Boxford	Chelsea	Essex
Bedford	Braintree	Cohasset	Everett
Bellingham	Brookline	Concord	Foxborough
Belmont	Burlington	Danvers	Framingham
Beverly	Cambridge	Dedham	Franklin

Georgetown	Maynard	Norwood	Wakefield
Gloucester	Medfield	Peabody	Walpole
Groveland	Medford	Quincy	Waltham
Hamilton	Medway	Reading	Watertown
Haverhill	Melrose	Revere	Wayland
Hingham	Merrimac	Rowley	Wellesley
Holliston	Methuen	Rockport	Wenham
Hull	Middleton	Salem	West Newbury
Ipswich	Millis	Salisbury	Westford
Lawrence	Milton	Saugus	Weston
Lexington	Nahant	Sharon	Westwood
Lincoln	Natick	Sherborn	Weymouth
Littleton	Needham	Somerville	Wilmington
Lowell	Newbury	Stoneham	Winchester
Lynn	Newburyport	Sudbury	Winthrop
Lynnfield	Newton	Swampscott	Woburn
Malden	Norfolk	Tewksbury	Wrentham
Manchester	North Andover	Topsfield	
Marblehead	North Reading	Tyngsboro	

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

Section 5.09. "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 5.10. An “Examination” shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Section 5.11. The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 5.12. 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 5.13(a). Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

Section 5.14. The only exceptions which shall be allowed in this order of referral are as follows:

(a). When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b). The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 5.15. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 5.16. 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 5.04 through 5.15 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 5.17. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 5.18. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 5.19. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Section 5.20 Reverse Layoff – When making reductions in the number of employees due to lack of work, employers shall use the following procedures:

(a) Temporary employees, if any are employed, shall be laid off first. Then employees in GROUP IV shall be laid off next, if any are employed in this GROUP. Next to be laid off are employees in GROUP III, if any are employed in this GROUP, then those if GROUP II, and then those in GROUP I.

(**b)** Paragraph (a) will not apply as long as special skills are required.

(c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as they remain in a supervisory capacity. When they are reduced to the status of technician, they will be slotted in the appropriate GROUP in paragraph (a) above.

REPEATED DISCHARGE

Section 5.21 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 5.22 Foreman Call By Name – All Foreman, including General Foreman, shall be selected by and be the agent of Employer. The Employer will be allowed to request Foremen by name from the Out-Of-Work List provided the employee has registered on the Out-Of-Work List for a minimum of ninety (90) calendar days. The employee requested must remain in the capacity of Foreman for a minimum of 1,000 hours or until he/she receives a reduction in force. After 1,000 hours of employment, the Employer may exercise its discretion as to whether it desires to retain the employee as a Foreman or as a Technician.

ARTICLE VI
CONTRACTOR QUALIFICATIONS

Section 6.01 (a) Contractor Qualifications – Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Telecommunications Industry. Therefore, an Employer who contracts for Telecommunications work is a person, firm or corporation having these qualifications: maintaining a permanent place of business; maintaining a suitable financial status to meet payroll requirements, carry Worker's Compensation Insurance on all bargaining unit employees, other insurance or protective requirements to the extent required by law and must posses a Master Electrician's License Certificate or a Systems Contractor License Certificate, as required by Chapter 141 of the General Laws of Massachusetts, and employing not less than one (1) Systems Technician continuously.

(b) An Employer shall maintain a permanent place of business, with a business telephone, open to the public during normal business hours.

Section 6.02 The Employer shall post a $25,000 bond to cover possible delinquencies in payroll and/or fringe benefit contributions as required by this Agreement. This bond shall be held in escrow by the Trustees until Employer has established a satisfactory record, which determination is to be made solely by the Trustees, of meeting its payroll and fringe benefit contribution obligations for a period of two (2) years.

Section 6.03 Manual Work by Employer – No individual connected with the Employer or Contractor – as an officer, stockholder or owner – shall perform any manual work except that the owner may work with the tools in shops employing seven (7) employees or less, or on Market Recovery projects, as approved by the duly-authorized representatives of the parties to this Agreement.

MANAGEMENT'S RIGHTS

Section 6.04 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/her work, in deciding the number and kind of employees to properly perform this 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 Telecommunication General Foreman and Sub-Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 6.05 Discipline and Discharge – The Employer shall have the right to discipline and discharge employees for violation of written work rules, failure to obey instructions, or inability to perform competently. Such disciplinary action may be the subject of a grievance under Article IV of this Agreement. However, this Section shall not infringe upon the intent of the Management's Rights Clause of this Agreement.

Section 6.06 Favored Nations – The Union agrees that if during the life of this Agreement, it grants to any other Employer in the Telecommunications 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.

Section 6.07 Union Security – It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing as of the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the seventh day following the effective date of this Agreement, apply for and therefore become and remain members in good standing in

the Union. It shall also be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on the thirty-first day following the beginning of such employment, apply for and thereafter become and remain members in good standing in the Union.

Section 6.08 Enforcement – In the event that any employees fails to meet his/her obligation under Section 6.07 or fails to meet his/her financial obligation which shall include all periodic Union dues, assessments and initiation fees uniformly required to be paid as provided in the Union's By-Laws to the Union, the Union shall notify the employee and the Employer in writing, and if said obligation is not met within two (2) weeks thereafter, the Union may require the Employer to terminate said employee.

HOURS OF WORK, OVERTIME

Section 6.09 (a) Hours and Days of Work – The regular work week shall consist of forty (40) hours within five (5) days, Monday through Friday, inclusive.

(b) The regular workday shall consist of eight (8) hours between the hours of 7 a.m. and 3:30 p.m. with one-half (½) hour for lunch period from 12 noon to 12:30 p.m. The starting and finishing hours may be changed up to one hour either way to adjust to weather, traffic or job conditions upon mutual consent of the parties to this Agreement.

(c) A coffee break, not to exceed fifteen (15) minutes, approximately midway between the starting time and lunch and approximately midway between completion of lunch and quitting time shall be allowed with the understanding that only those designated by the Employer or his/her agent shall be allowed to go for refreshments and all other employees shall not leave his/her work place. The break shall start when the coffee or refreshments are brought to his/her work place.

WAGES RATES AND JOB CLASSIFICATION

Section 6.10 Employer Notification – Employees shall notify the Employer or Employer's designated representative at least one (1) hour before starting time if unavailable for work.

Section 6.11 Technician Training – Any new employee entering this bargaining unit shall be required to attend two years of training with the JATC in order to maintain a technician's classification, unless the employee can show superior training and/or experience sufficient to demonstrate the ability to work in various aspects of the industry. Any technician who does not fulfill this obligation will be slotted into an appropriate level based upon his/her qualifications, which shall be ascertained by criteria mutually agreed to by the parties.

Section 6.12 (a) Time, Place, Method of Payment – All wages shall be paid at the jobsite or in the Employer's Office during the employee's normal work hours.

A. All shall be paid in cash or check at the option of the Employer; in no case shall more than three (3) days' pay be withheld.

B. Any Employer paying wages to an employee by check or draft shall provide facilities for such employee, for the cashing of such check or draft at a bank or elsewhere, without charge by deduction from the amount thereof.

C. When the employees are not paid during working hours on the job, they shall report to the shop at the regular quitting time for their wages.

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

Employees laid off or discharged by the Employer shall be paid in full, receive their referral slip, and released one (1) hour in advance of regular quitting time.

(b) Statement of Wages – Employees shall receive with their pay a statement showing their gross wages, hourly wages, hours worked, and all deductions and expenses.

Section 6.13 The hourly wages for General Foremen, Foremen, Sub-Foremen, Technicians and Apprentices, within the bargaining unit set forth in this Agreement is as stated in Appendix "A," which is made part of this Agreement by reference. Increments may vary depending on any allocation to fringe benefits.

A. The Sub-Foreman's rate of pay shall be 5 percent (5%) above the Technician's rate of pay.

B. The Foreman's rate of pay shall be 10 percent (10%) above the Technician's rate of pay.

C. The General Foreman's rate of pay shall be 20 percent (20%) above the Technician's rate of pay.

Section 6.14 Overtime Pay – All work performed outside the regularly scheduled working hours, all work performed on Saturdays, shall be paid for at the rate of one and one-half times the straight time rate of pay. The Union Business Manager's Office shall be notified of all overtime work as soon as possible.

Employees who work on Sundays and Holidays shall be paid at double their straight time rate of pay.

All overtime work shall be divided equally, as far as practical.

HOLIDAYS

All work performed on Sundays, New Year's Day, President's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day shall be paid for at the rate of double-time.

SHIFT WORK

Section 6.15. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

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

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

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

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 a.m. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half 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.

Section 6.16 Stewards – The Business Manager of the Union may appoint a Steward on a job when he/she deems it necessary to protect the interest of the Union and the Employer. Such Steward shall not be terminated from employment without first meeting with the Business Manager of the Union. The Steward shall be a working Technician, except when actually performing his/her

duties as Steward. The Business Manager shall inform the Employer when a Steward is appointed. Stewards shall complete an approved course.

Section 6.17 The Union shall have no financial liability for acts of its members which are unauthorized and which the Union cannot control. It is agreed, however, that in the event of any such unauthorized action, the Union shall upon receiving notice thereof, urge its member(s) to return to work if there should be a work stoppage.

Section 6.18 The parties agree that the following are the duties, requirements and responsibilities, involving the specified skills for each job classification:

Telecommunication General Foreman: A Telecommunication General Foreman is any person, who has passed an approved industry course within the last three (3) years, and who directs the contractor's project as field representative to carry out policy or direction set by management. The classification of employee shall be within the scope of this Agreement as an employee not be paid less than a normal weekly straight time (Telecommunication General Foreman's Pay.) Telecommunication General Foreman may be used in lieu of a Telecommunication Foreman.

Telecommunication Foreman: Telecommunication Foreman is any person, who has passed an approved industry course within the last three (3) years, and who possesses the necessary skills to enable them to perform and lay out all work within the scope of this Agreement.

Telecommunication Sub-Foreman: Telecommunication Sub-Foreman is any person who possesses the necessary skills to enable them to perform and lay out all work within the scope of this Agreement.

Telecommunication Technicians: Telecommunication Technicians shall possess the skills necessary to either install or service, repair and maintain all equipment and systems within the scope of this Agreement.

Telecommunication Apprentices: Telecommunication Apprentices may be hired on the basis of their potential ability to acquire the skills needed to perform bargaining unit work; they shall work in accordance with the provision of Section 6.12 of this Article.

Telecommunication Foremen Schedule: In addition to Telecommunication Technician's Rate:

1. 04 to 05 employees on any job – Sub-Foreman – 5%
2. 06 to 10 employees on any job – Foreman – 10%
3 11 to 20 employees on any job or more than one job/workforce under his/her direction – General Foreman – 20%

Section 6.19 Employee Training - Employees who are required to have training as a requirement of law or this agreement shall be trained during normal work hours and be paid in accordance with wage and fringe benefits provisions of this Agreement and shall be in compliance with the applicable Zone rate; should the training be conducted after normal work hours, Monday

through Friday or on Saturday, then the rate of pay shall be time and one half the applicable base rate of pay excluding all fringe benefits. Apprentice training, as well as journeyman training skill and code update classes, shall be excluded.

Section 6.20 Precautions – It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with its safety rules and standards.

All jobs should make an effort to have a weekly safety meeting of not more than ten (10) minutes in duration and the records shall be kept by the Foreman or Technician in charge.

JOB CONDITIONS

Section 6.21 First Aid Kits – The Employer shall keep first aid kits available at the Employer's Headquarters, on all jobsites and all Employer vehicles used by employees.

Section 6.22 Safety Equipment – The Employer shall furnish such safety devices as may be necessary to perform a particular job safely and the Employer shall promptly repair or replace any such equipment found to be unsafe.

Section 6.23 Employees shall follow instruction of Employer's representative and all Safety Policies of the Employer.

Section 6.24 Inclement Weather – If the Employer requires employees to work outside when it is raining or snowing, the Employer shall furnish suitable rain or snow gear.

Section 6.25 Non-Resident Employees – An Employer signatory to a collective bargaining agreement, or to a Letter of Assent to an agreement with another I.B.E.W. Local Union, who signs an Assent to this Agreement, may bring up to four (4) bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two (2) bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate I.B.E.W. International Vice President or N.E.C.A. Regional Executive Director, is subject to review, modification or rescission by the Council on Industrial Relations.

Section 6.26 Material and Equipment Handling – Telecommunication materials and apparatus shall be handled from the building line to its permanent location, erected and connected by employees employed under the terms of this Agreement, in accordance with International Agreements.

This paragraph shall not apply to persons making small deliveries to a single destination on the jobsite. These deliveries shall not be more than can be normally carried on a public conveyance.

Section 6.27 Island and Harbor Work – Employees working on the islands in the Harbor shall be paid from the time of taking the boat to the time of arriving back. In no case shall an employee receive less than one (1) day's pay. All employees shall be reimbursed for actual expenses incurred if applicable, for travel to and from such islands, plus parking fees.

Section 6.28 Powder Actuated Tools – When employee(s) are required by the Employer to use Powder Actuated Tools, such employee(s) shall be properly certified.

Section 6.29 Height Related Work – On jobs where employees are required to work on bosun chairs, swing scaffolds or trusses more than forty (40) feet in the air, they shall receive 7.5 percent per hour more than the regular rate for Technicians, unless a substantial staging is provided so that the risk is no greater than normal.

This rule does not apply to upper floors of the building; neither does the rule apply to protected catwalks or other railed-in sections of permanent structures nor all work performed from solidly built scaffoldings.

All work in or on stacks and towers above forty (40) feet in the air, employees shall receive the applicable rate established in this section.

Section 6.30(a) Wage Rates and benefits for the following classifications will take effect September 1, 2016, through August 31, 2019, as set forth in Appendix "A":

Telecommunication General Foreman
Telecommunication Foreman
Telecommunication Sub-Foreman
Telecommunication Technician
Telecommunication Apprentice

(b) Ratio to Employees – The ratio of Telecommunication Apprentices to Telecommunication Foremen, Telecommunication Technicians shall be one to one.

When a Technician and an Apprentice are working together and it becomes necessary for the Technician to leave for a short period of time, it should not be necessary for an Apprentice to accompany the Technician.

CONTRIBUTIONS

(c) Contributions will be established thirty (30) days prior to each increment for all funds listed below. The applicable amount of contribution for each fund is listed on Appendix "A" of this Agreement.

Health & Welfare Fund
Local Pension Fund

Deferred Income Fund	
Apprentice & Training Fund	
National Electrical Benefit Fund (NEBF)	3%
National Electrical Industry Fund (NEIF)	0.6%

Section 6.31 Method of Assigning Job Classifications – The assignment of new employees' job classifications will be determined jointly by the Union and the Employer on the basis of the employee's experience, skill and aptitude.

TRAVEL PAY, CALL-IN PAY, TERMINATION PAY

Section 6.32 (a) Travel Pay – After an employee reports for work at either a job or shop, the Employer shall furnish suitable transportation or pay mileage based on IRS Regulations plus travel time from job-to-job, shop-to-job, or job-to-shop, within the jurisdiction of the Union, except when, due to existing inclement weather, the employees are shifted in order to provide them with a full-days' employment. On all work beyond the boundaries of all cities and towns within Route 495, North to Route 114, and South to Route 106, the Employer shall furnish transportation or pay mileage based on IRS Regulations plus straight-time, hourly pay for travel, plus room and board, and all other expenses duly authorized by the Employer. A daily per diem based on current IRS regulations shall be utilized to cover meals under this section for overnight stays as required by the Employer.

(b) Any employee referred under the terms of this Agreement transferred outside of the boundaries of this Agreement shall, receive compensation as determined in Appendix A of this Agreement.

(c) Employees required to travel to another job, after having worked eight (8) hours, shall receive time and one half while travelling.

Section 6.33 Call-In-Pay – Employees instructed to report for work but not assigned to work shall receive compensation for a minimum of two (2) hours in wages, plus travel pay when applicable.

Section 6.34 Call-Out-Time - In the event that it is necessary for the Employer to call in employees to do work after said employees have completed their regular day's work, and have gone home, or on Saturday, Sunday or holidays, employees reporting to work shall be paid at the rate as stated in this Agreement. However, a minimum of four (4) hours' pay at the employee's overtime rate, portal to portal, shall be paid.

Section 6.35 No member of the Local Union while he/she remains a member of such Local and subject to employment by Employers operating under this Agreement shall himself/herself become a contractor for the performance of any telecommunication work.

TOOLS, EQUIPMENT, MATERIALS, SAFETY DEVICES, VEHICLES

Section 6.36 All Telecommunication employees shall be required to furnish their own small hand tools as follows:

1 Diag. Cutters 6”
1 Long Nose Pliers 6”
1 3/16” x 4” or 6” Screw Driver
1 ¼” x 4” Screw Driver
1 3/8” x 6” or 8” Screw Driver
1 #3 Phillips Head Screw Driver
1 #2 Phillips Head Screw Driver
1 #1 Phillips Head Screw Driver
1 Push-on Tool (type 66) (Replacement blades to be supplied by Employer)
1 Torpedo Level 9”
1 8” Diag. Cutters (side cutters)
1 Claw Hammer
1 Hacksaw Frame
1 Knife & Scissors
1 Tool Pouch
1 Tool Box
1 25’ Tape Measure
1 Flashlight
1 Keyhole Saw
1 Adjustable Wrench (10”)
1 Adjustable Pliers (9”)

The Employer shall be responsible for the replacement of employee’s tools lost or damaged while on the jobsite due to fire or theft during and after work hours, within five (5) days, upon receipt of a written, approved claim form under the following terms and conditions:

1. The liability of the Employer shall be limited to the tools listed above, less the first ten ($10.00) dollars. This amount will be the responsibility of the employee.

2. The Employer shall provide a suitable locker for the protection of all tools and clothing.

3. Foremen shall be responsible for making sure that all employees have a complete kit of tools on the jobsite as listed in this Agreement.

4. The Employer shall have the right to reject any employee not having a complete set of tools on the jobsite.

5. The Employer shall replace all tools with Union-made and American-made tools. Every reasonable effort will be taken to replace tools by brand names of comparable quality.

Section 6.37 (a) Special Tools, Equipment, Materials, Safety Devises – The Employer shall furnish all special tools, equipment, materials and safety devices required to perform the work covered by the Agreement. Such tools, equipment, materials and safety devices shall be of suitable type and size, in good working condition and in sufficient quantity to properly and safely perform this work.

(b) Employees shall be not required to use their personal funds or credit cards to purchase materials, tools, and/or equipment on behalf of the employer.

Section 6.38 Vehicles – No employee shall use his/her automobile, motorcycle or other vehicle for the transportation of material, which could not normally be carried in public conveyance except under the following conditions.

A. The employee will be allowed twenty ($20.00) dollars per day when using his/her vehicle to transport company tools and materials, in excess of that which could normally be carried in public conveyance, anywhere within the jurisdiction.

B. When an employee is asked to report directly to a job within the jurisdiction of Local 103 (as set forth in this of this Agreement) and remains there throughout the course of the working day, there is no reimbursement.

NONDISCRIMINATION

Section 6.39 There shall be no discrimination by the Employer or the Union against any employee because of race, color, sex and/or national origin.

SOLE EMPLOYMENT

Section 6.40 Employees employed under the terms of this Agreement shall not bind or contract for any work covered under the terms of this Agreement.

Section 6.41 The Union recognizes its responsibility to police its jurisdiction so that those Employers signatory to this Agreement are able to compete in a fair competitive market. The Employer recognizes its responsibility to assist the Union in this endeavor. Therefore, the Employers agree to notify the Chapter Manager of all construction projects awarded to them. The Chapter Manager shall furnish such information to the Business Manager.

Section 6.42 Any violation of the terms and conditions of this Agreement and Working Rules by any individual Employer shall be sufficient cause to declare the individual Employer not fair to the Union.

TRANSFER OR SALE OF BUSINESS

Section 6.43 It is agreed that the Employer will notify the Union in writing at least 15 (fifteen) days prior to the execution of any transfer or sale of his/her business.

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. Subsection 175(a) and Section 302 (c)(9) of the Labor-

Management Relations Act, 29 U.S.C. Subsection 186(c)(9). The purpose of this Fund includes the following:

(1) To improve communication between representatives of labor and management;

(2) To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;

(3) To assist 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 ($0.01) cent 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 Boston 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 (15%) percent of the delinquent payment, but not less than the sum of twenty ($20.00) dollars, 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 a rate of ten (10%) percent per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fee.

This Agreement will come into full effect when approved by the International President of the I.B.E.W. All fringe benefits shall commence on the dates as stated in Article I, Section 1.01, of this Agreement.

ARTICLE VIII
SUBSTANCE ABUSE

Section 8.01 The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE IX
CODE OF EXCELLENCE

Section 9.01 The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE X
SEPARABILITY CLAUSE

Section 10.01 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.

ELECTRICAL CONTRACTORS ASSOCIATION OF GREATER BOSTON, INC.

Glenn W. Kingsbury

Michael McDonald

Kristen Gowin

John McLaughlin

Joseph McCluskey, Jr.

Alan Scharfe

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 103

John P. Dumas

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