

**TABLE OF CONTENTS**  
**INSIDE CONSTRUCTION AGREEMENT**

	<u><b>Page</b></u>
Introduction.....	3
Basic Principles .....	3
 <b>Article I:</b> <b>Effective Dates – Changes – Grievances – Disputes</b>	
Effective Date .....	Section 1.01 ..... 4
Changes.....	Sections 1.02-1.03 ..... 4
Work Stoppage .....	Section 1.04 ..... 4
Grievances .....	Sections 1.05-1.08 ..... 4-5
Disputes .....	Sections 1.09-1.10 ..... 5
 <b>Article II:</b> <b>Employer Rights – Union Rights</b>	
Union Recognition.....	Sections 2.01 & 2.23 ..... 5&10
Management Rights .....	Sections 2.02-2.03 ..... 5-6
Union Security .....	Section 2.04 ..... 6
Payroll and Benefit Bond Requirements .....	Section 2.05 ..... 6
Workers Comp Insurance .....	Section 2.06 ..... 8
Union Right to Discipline Members.....	Section 2.07 ..... 8
Non-Resident Employee (Portability) .....	Section 2.09 ..... 8-9
Steward .....	Section 2.12 ..... 9
Annulment/Subcontracting .....	Section 2.25 ..... 10
 <b>Article III:</b> <b>Hours – Wages – Payment – Working Conditions</b>	
Hours (Workday-Workweek) .....	Section 3.01 ..... 11
Overtime/Holidays.....	Section 3.04 ..... 11
Classification/Wages .....	Section 3.05 ..... 11
Wages.....	Sections 3.05(a) & 3.09 ..... 12&14
Foreman .....	Sections 3.05(a) & 3.10 ..... 12&14
Apprenticeship.....	Section 3.05(a) ..... 12
Fringes .....	Section 3.05(b) ..... 12
Union Dues Deduction.....	Section 3.05(c) ..... 13
PAC.....	Section 3.05(d) ..... 13
Scholarship Fund .....	Section 3.05(e) ..... 13
Overtime .....	Section 3.06 ..... 13
Ratio of Foreman to Journeyman.....	Section 3.10 ..... 14
Shift Work.....	Section 3.12 ..... 15
Layoff.....	Sections 3.13-3.14 ..... 15-16
Appearance .....	Section 3.14(b) ..... 16
Show-up Pay .....	Sections 3.14-3.15 ..... 16
Travel Time.....	Sections 3.17-3.18 & 3.20 ..... 16
Cell Phones .....	Section 3.19(a) ..... 16
Job Description .....	Sections 3.22-3.31(b) ..... 16-17

**Article IV:  
Referral Procedure**

Referral Procedure .....	Sections 4.01-4.21 .....	18-21
Re-registration .....	Section 4.12 .....	20
Repeated Discharge .....	Section 4.14(b) .....	20
Reverse Layoff .....	Section 4.21 .....	21
Employee Recall .....	Section 4.22 .....	21

**Article V:  
Apprenticeship and Training**

Apprenticeship and Training .....	Sections 5.01-5.16 .....	21-24
-----------------------------------	--------------------------	-------

**Article VI:  
Fringe Benefits**

NEBF/AMF .....	Section 6.01 .....	24-25
Health & Welfare .....	Section 6.02 .....	25
Pension .....	Section 6.03 .....	25
Annuity .....	Section 6.04 .....	25
Optional Annuity Plan Contributions .....	Section 6.04(a) .....	25-26
JATC .....	Section 6.05 .....	26-27
Termination .....	Section 6.06 .....	27
Fringe Benefit Remedies .....	Section 6.07 .....	27

**Article VII:  
National Electrical Industry Fund (NEIF)**

National Electrical industry Fund .....	Sections 7.01-7.02 .....	28
---	--------------------------	----

**Article VIII:  
Local Labor Management Cooperation Committee (LMCC)**

LMCC .....	Sections 8.01-8.04 .....	28-29
------------	--------------------------	-------

**Article IX:  
National Labor Management Cooperation Committee (NLMCC)**

NLMCC .....	Sections 9.01-9.05 .....	29-30
-------------	--------------------------	-------

**Article X:  
Safety**

Safety .....	Sections 10.01-10.03 .....	31
--------------	----------------------------	----

**Article XI:  
Substance Abuse**

Substance Abuse .....	Section 11.01 .....	31
-----------------------	---------------------	----

**Article XII:  
Code of Excellence**

Code of Excellence .....	Section 12.01 .....	32
--------------------------	---------------------	----

**Article XIII:  
Harassment and Discrimination Policy**

Harassment and Discrimination Policy .....		32
Separability Clause .....		33
Signature Page .....		33

## **IBEW INSIDE CONSTRUCTION AGREEMENT**

Agreement by and between the Rhode Island and Southeast Massachusetts Chapter, National Electrical Contractors Association and Local Union No. 99, 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 the Agreement, the term Employer shall mean the Rhode Island and Southeast Massachusetts Chapter, National Electrical Contractors Association and the term "Union" shall mean Local Union No. 99, IBEW.

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

### **BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by, rational, common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Scope of work: The assembling, construction, installation or erection, repair, maintenance of all materials, equipment, apparatus and appliances required in the production of electricity and its effects. The operation, inspection and supervision of all electrical equipment, apparatus, or devices by which energy known as electricity is generated, utilized or controlled. All electrical signs and street decorations when no messenger wire is required for support. The installation, construction, inspection, operation, maintenance and repair of all electrical work in isolated plants and within the property lines of any given property. Renewable energy sources such as solar photovoltaic, geothermal, wind, biomass, wave, etc and other distributed energy installations such as fuel cells, microturbines, etc. In addition, all work considered as electrical work under the General Laws of the State of Rhode Island and/or the Commonwealth of Massachusetts or regulations promulgated thereunder is covered by the terms of this agreement. This shall not apply to the current practice of purchasing third party assemblies that have been certified by a recognized lab.

# **ARTICLE I**

## **EFFECTIVE DATE – CHANGES – GRIEVANCES – DISPUTES**

### **EFFECTIVE DATE:**

Section 1.01. This Agreement shall take effect **June 1, 2024**, and shall remain in effect until **May 31, 2027**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

### **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 ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

Section 1.02. (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.

Section 1.02. (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.

Section 1.02 (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.

Section 1.02. (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.

Section 1.02. (f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

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

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

### **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 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.

Section 1.10. Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing to the Labor Management Committee within 30 working days of discovery of its occurrence shall be deemed to no longer exist.

## **ARTICLE II**

### **EMPLOYER RIGHTS - UNION RIGHTS**

Section 2.01. Members of the Union except those meeting the requirement of "Employer" as defined herein, shall not contract for any Electrical work.

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 Agreements in planning, directing and controlling the operations 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.

Section 2.03. The employer shall have the right to call Foreman by name provided:

(a) He/She has not quit employment within the jurisdiction of I.B.E.W. Local Union 99 within the past thirty (30) days.

(b) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said foreman provided the name appears on the highest priority group.

(c) When an employee is called as a foreman he must remain as a foreman for 1,000 hours or must receive a reduction in force. If both conditions are not met he must then return to the "out of work" list and sign as the last applicant.

(d) Beginning June 1, 2010 and for the term of this agreement and for all employees covered by this agreement, a mandatory Foreman Training Program shall be implemented. Any individual who is called out as a Foreman and who has never been a Foreman, must agree to take the Electrical Project Supervision I course offered by a duly authorized IBEW Joint Apprenticeship and Training facility prior to accepting the position of Foreman. Any employee covered by this agreement that has been or is currently in a Foreman's position will have three (3) years from the above date to complete the Electrical Project Supervision I course. Effective June 1, 2015 the LMCC will determine the course and trainer to be provided and will bare all costs related to the training.

Section 2.04. Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, open to the Public during regular working hours, and suitable financial status to meet payroll requirements.

Section 2.05. Payroll and Fringe Benefit Bond Requirements. All Employers under this Agreement who are required to make contributions to any of the Local Union No. 99 fringe benefit funds set forth herein, to the Union for the Dues Assessment, and/or any other funds described in this Agreement, and any employers coming into the jurisdiction of Local Union No. 99, shall be required to obtain and post a payroll and fringe benefits bond in the amount of no less than \$5,000.00 per employee to cover their employees' wages and fringe benefit payments and other payments to the: IBEW, Local Union No. 99 Health and Welfare Fund, Pension Fund, Annuity Fund, and JATC Trust Fund; the National Electrical Benefit Fund; the Local Union No. 99 Working Dues Assessment Fund; the Local Union No. 99 Political Action Committee Fund; the Local Union No. 99 Scholarship Fund; and the RILMCC.

Provided however, if any Employer employs in excess of fifty (50) employees for a period of less than thirty (30) days, it may either increase the amount of its payroll and fringe benefits bond pursuant to the \$5,000 per employee requirement set forth above, or in lieu thereof, it may opt to remit its contributions for those employees over and above the 50-employee level on a weekly basis **(in accordance with the "Weekly Contribution Procedures" provisions set forth in this Section below and as may be amended by the Trustees of the Trust Funds from time to time)** in an amount sufficient to cover all contributions owed to the funds and the Union for each week for such employees. For example, if an Employer who normally employs fifty (50) employees and therefore posts a \$250,000 payroll and fringe benefits bond, employs fifty-five (55) employees for a period of less than thirty (30) days, it may either increase the amount of its payroll and fringe benefits bond pursuant to \$275,000 or remit its contributions for those five (5) employees on a weekly basis.

Each bond obtained and posted by an Employer shall be in the name of each of the applicable Local Union No. 99 benefit funds and the Local Union, and a copy of each bond shall be provided by the Employer to the Union. Each such bond shall also provide that, in the event an Employer is delinquent in contributions to any one of the funds described herein, or in dues to the Union, a pro rata portion of the amount of the bond shall be paid to that fund/those funds and/or Union. The bond may not require, as a condition of payment to any fund or the Union, that the Employer be delinquent in contributions to all of the funds and the Union. Finally, each such bond shall require that written notice of cancellation/expiration of the bond be provided to the funds and the Union at least thirty (30) days prior to termination of the bond.

If an Employer is either unable or unwilling to furnish a bond as described above, said Employer shall be required to remit its contributions for all of its employees on a weekly basis **in accordance with the "Weekly Contribution Procedures" provisions set forth in this Section below and as may be amended by the Trustees of the Trust Funds from time to time)** in an amount sufficient to cover all contributions owed to the funds and the Union for such employees for each week.

The only exceptions for Employers to the payroll and fringe benefit bond requirements set forth herein shall be as follows:

- (i) any Employer who is a sole proprietorship and thus required only to remit payments and contributions on behalf of the owner, shall not be required to obtain and post a bond; and
- (ii) any outside Employer entering the jurisdiction of the IBEW, Local Union #99 (and thus not a signatory to Local No. 99) employing employees who are not members of Local Union No. 99 (i.e. reciprocal employees and/or portability employees) shall not be required to obtain and post a bond to cover those employees.

Employers who are frequently and habitually delinquent with payments owed to the funds and/or the Union may also be required to remit their contributions for all of their employees on a weekly basis **(in accordance with the “Weekly Contribution Procedures” provisions set forth in this Section below and as may be amended by the Trustees of the Trust Funds from time to time)** in an amount sufficient to cover all contributions owed to the funds and the Union for such employees for each week, at the discretion of the Trustees of all Trust Funds, and/or may be required to post a bond in a higher amount per employee then set forth above, as determined by the Trustees.

**Weekly Contribution Procedures. All Employers who opt to or are required to remit their contributions on a weekly basis as stated in this Section shall be subject to the following Weekly Contribution Procedures, as stated more fully in the Joint Policy for Collection of Delinquent Contributions (“Collection Policy”) as has been adopted by the Trustees of the Trust Funds and which may be amended from time to time by said Trustees:**

**Weekly Due Date: Contributions are due on the Wednesday of the week after which the work was performed for which the contributions are owed (the “Weekly Due Date”).**

**Interest Accrual: Interest shall accrue on delinquent Contributions from the Weekly Due Date, at the rate set forth in the Collection Policy, to the date paid. However, interest shall not be charged if the delinquent contributions are paid in full within 15 days after the Weekly Due Date.**

**Step 1: If a Contribution is not received within seven (7) days from the Weekly Due Date (i.e. the following Wednesday), the Fund Office will send a written notice to the employer advising the employer that the Contributions must be received immediately to avoid the accrual of additional interest charges and possible legal action.**

**Step 2: If the delinquent Contributions are not received by the Fund Office within seven (7) days from the date of the issuance of the first Delinquent Contribution Notice letter referenced above, then the Fund Office shall immediately send a second notice to the employer. This notice shall state that in addition to the delinquent Contributions, the employer shall be liable for additional interest, and may be liable for liquidated damages, attorneys’ fees and court costs incurred in the collection of the Contributions. The notice shall also advise that if payment is not received within seven (7) days of the date of the letter, the delinquency may be referred to the Trust Funds’ legal counsel for collection and the employer may be subject to having its agreement terminated upon 72-hour notice served in writing by the union.**

**Moreover, if the delinquent Contributions are not received by the Fund Office within seven (7) days from the date of the issuance of the first Delinquent Contribution Notice letter referenced**

above, then the Fund Office shall also immediately send a written Notice to all affected Covered Employees of the Delinquent Employer notifying said employees that their employer is delinquent in Contributions it owes on his/her behalf to the Funds, and that his/her coverage in and benefits from the Funds may be negatively affected, including:

- His/her eligibility for continued Healthcare Coverage by the Local #99 Health & Welfare Fund may be suspended;
- His/her account balance in the Local #99 Annuity Fund will not be credited with contributions earned by him/her and owed by the Employer, including interest that could accrue on said contributions; and
- His/her benefits from the Local #99 Pension Fund could be affected.

Step 3: If an employer's delinquent Contributions are not received within seven (7) days of the date of the second notice sent out under Step 2 above, then the delinquent amount shall be referred to the Trust Funds' legal counsel for collection if the aggregate amount of the delinquency to the Funds exceeds \$1,000, and legal counsel shall send a letter to the employer demanding payment of the delinquent Contributions and notifying the employer that it shall be liable for all accrued interest and may be liable for liquidated damages, and attorneys' fees and costs if the amount is not immediately paid.

Lastly, a cash bond shall be required for any Employer who cannot provide documentation from a certified bonding agent/company of proof of a fringe benefits bond, (i.e., meaning a bonding agent/company, (licensed and approved to issue a bond in the jurisdiction of IBEW Local Union 99).

Section 2.06. For all employees covered by this Agreement the Employer shall carry Workman's Compensation Insurance with a Company authorized to do business in the State covered by the Jurisdictional Area of Local Union No. 99, Social Security and such other protective insurance as may be required by the laws of those States, and shall furnish satisfactory proof of such to the Union. He shall also make contributions to the Unemployment Compensation Commission in whichever State the work is performed.

Section 2.07. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2.08. This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by the removal of its members from jobs when necessary and when the Union or its proper representative decide to do so, but no removal shall take place until notice is first given to the Employer involved.

Section 2.08 (a). When such a removal takes place, the Union or its representatives shall direct the workmen on such jobs to carefully put away all tools, material, equipment or any other property of the employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

Section 2.09. 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.

Section 2.10. 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 and conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

Section 2.11 Complete portability of manpower between represented members of the Inside Construction Agreement and any other agreements with IBEW Local Union 99 and its signatory contractors, when the employee agrees and has the proper credentials.

Section 2.12. The Union has the right to appoint a Steward at any shop, or any job, where workmen are employed under the terms of this Agreement. The Union will notify the contractor in writing, (48) hours, (two days) prior to appointing a Steward, whenever practical. The Steward shall be assigned regular working duties by the Employer. Under no circumstances shall the Steward be discriminated against by any Employer, or his representative for the faithful performance of his duties as Steward. The Union agrees that when such Steward is appointed or changed, the Employer shall be notified in writing, stating the Steward's name and shop or job to which he is appointed. The Employer will notify the Local Union Business Manager, in writing, forty-eight (48) hours, (two days), prior to termination or transfer of a Steward, whenever practical.

**The Duties of the Steward shall be:**

Section 2.12. (a) The enforcement of the working conditions as stated in the Agreement.

Section 2.12. (b) To protect the jurisdiction of the Electrical Worker against any and all infringements by other trades, and immediately report all such cases to the Business Manager.

Section 2.12. (c) To see that all necessary precautions are taken to safeguard the workmen on the job against accidents.

Section 2.12. (d) The Steward shall be given ample time to carry out his duties, and shall not be discriminated against, nor shall he be discharged for performing the duties as stated above.

Section 2.13. On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

Section 2.14. The Employer shall furnish all other necessary tools or equipment. Workmen shall be held responsible for the tools or equipment issued to them providing the Employer furnished the necessary lockers, tool boxes, or other safe place for storage.

Section 2.15. Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

Section 2.16. A Journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours unless errors were made by order of the Employer or the Employer's representative.

Section 2.17. The representative of the Union shall be allowed access to any building at any reasonable time where employees of the Union are employed.

Section 2.18. No individual connected with the Employer or contractor as an officer, owner or superintendent shall do any work with the tools, or act as a Foreman. However, any firm having signed this Agreement for the first time shall be allowed to work with the tools for a period not to exceed four (4) years.

Section 2.19. The policy of the members of the Local's Union is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Section 2.20. Each Journeyman shall furnish the conventional kit of hand tools necessary to perform his classification of work as follows:

Knife	Six Foot Rule
Pencil	Socket Set to 3/4"
Hack Saw Frame	Needle Nose Pliers
Crescent Wrench 10"	Channeloks - Two Pair
Screwdrivers - 2 Straight	Level
- 2 Phillips	Center Punch
Claw Hammer	Plumb bob
Wire Stripper	Tool Pouch
Lineman's Pliers 9"	Ohm Meter/Amp Meter Class III
Allen Wrenches – Small Set	Roto-Stripper
Class III Voltage Tester	Thirty (30) Foot Tape Measure

Section 2.20. (a) All incidental cost incurred on projects for both new and used tools (not mentioned above), upkeep, equipment and certifications of shall be the responsibility of the employer.

Section 2.23. All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.25. 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 his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

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

## ARTICLE III

### HOURS-WAGES-PAYMENT WORKING CONDITIONS

Section 3.01. (a) Eight hours worked between the hours of 7:00 a.m. and 5:00 p.m. will constitute the work day. The employer shall be allowed to adjust the starting hours by one (1) hour to meet the written needs of the customer at the straight time rate of pay. A lunch period of thirty (30) minutes will be between the hours of 11:00 a.m. and 1:00 p.m. One (1) ten (10) minute coffee break approximately two (2) hours after start, at work station shall constitute the workday. Five such days, Monday through Friday, shall constitute the workweek. On jobs that have a start time of 7:00 a.m. and are of eight (8) hours in duration only, the employees shall leave at 3:25pm. If the workday is extended beyond eight (8) hours, an afternoon ten (10) minute break shall be taken.

Section 3.01.(b) When mutually agreed between the Union the contractor and the crew, the employer, with 24 hours prior notice to the Union, may institute a workweek consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 am and 6:00 pm, Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight (8) hours must be scheduled. After ten (10) hours in a work day, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half times (1 1/2x) the regular rate of pay. If the entire job is structured for a 4-10 week from the onset then the electricians will participate accordingly.

Section 3.02. Except as provided in 3.05. and 3.06. all work performed outside of the regularly scheduled working hours on Saturdays, Sundays and the following Holidays: New Year's Day, Dr. Martin Luther King Jr. Day, Memorial Day, Juneteenth, 4th of July, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day; also any day set apart by the President of the United States or the Governor of Rhode Island as a holiday, shall be paid for a double the regular straight time rate of pay.

Section 3.02. (a) If a holiday falls on a Saturday or Sunday and all building trades agree to celebrate on the following Monday, same will be recognized in this Agreement.

Section 3.03. No work shall be performed on Labor Day, except in case of emergency, and then only after permission is granted by the Business Manager of the Union

Section 3.04. Except as provided in 3.06. and 3.07. all work performed outside of the regularly scheduled working hours on Saturdays, Sundays, and on any holiday in the state outside of Rhode Island, covered by the jurisdictional area of Local No. 99, proclaimed by the President of the United States or Governor of that state as a Holiday, shall be paid for at double the regular hourly rate.

Section 3.05. When overtime is worked the calculation of fringe benefits will not exceed one and one half times the straight time rate of pay.

Section 3.05. (a)

**3 YEAR AGREEMENT – 1<sup>ST</sup> YEAR June 1<sup>st</sup>, 2024 through May 31<sup>st</sup>, 2025**

2<sup>nd</sup> Year Additional \$4.00 June 1<sup>st</sup>, 2025 – Allocation by membership vote \*\*Additional \$.02 to RILMCC, \$.05 to AMF

3<sup>rd</sup> Year Additional \$5.50\* June 1<sup>st</sup>, 2026 – Allocation by membership vote \*\*Additional \$.02 to RILMCC, \$.05 to AMF

\*\$.25 of this increase to be put into the IBEW Local 99 Pension

JOURNEYMAN WIREMAN ..... **\$52.11**

JOURNEYMAN TECHNICIAN ..... **\$52.11**

EQUIPMENT OPERATOR\* ..... **\$52.11**

\*exempt from 2.20, 2.25. No person may collect multiple pay or benefits for multiple classifications, listed above, for the same hour worked. Equipment Operators are limited to the operation of construction equipment for excavation, lifting, transporting equipment and other associated tasks that are not defined as electrical work.

GENERAL FOREMAN 33% **IN ADDITION TO JOURNEYMAN WIREMAN RATE**

AREA FOREMAN 21% **IN ADDITION TO JOURNEYMAN WIREMAN RATE**

FOREMAN 12.5% **IN ADDITION TO JOURNEYMAN WIREMAN RATE**

JOURNEYMAN WELDER 10% **IN ADDITION TO JOURNEYMAN WIREMAN RATE**

**SHAFT/TUNNEL/OFFSHORE** **20%** **IN ADDITION TO CURRENT RATE OF PAY**

**HEIGHT WORK** **12.5%** **IN ADDITION TO CURRENT RATE OF PAY**

APPRENTICES H&W CALCULATED AT TOTAL GROSS WAGES. SEE FRINGES BELOW.

APPRENTICE WIREMAN – TEN (10) PERIODS:

	PERIODWAGES
1 <sup>ST</sup> -----	42% OF JOURNEYMAN WIREMAN RATE
2 <sup>ND</sup> -----	47% OF JOURNEYMAN WIREMAN RATE
3 <sup>RD</sup> ** -----	52% OF JOURNEYMAN WIREMAN RATE
4 <sup>TH</sup> -----	55% OF JOURNEYMAN WIREMAN RATE
5 <sup>TH</sup> -----	58% OF JOURNEYMAN WIREMAN RATE
6 <sup>TH</sup> -----	60% OF JOURNEYMAN WIREMAN RATE
7 <sup>TH</sup> -----	65% OF JOURNEYMAN WIREMAN RATE
8 <sup>TH</sup> -----	70% OF JOURNEYMAN WIREMAN RATE
9 <sup>TH</sup> -----	75% OF JOURNEYMAN WIREMAN RATE
10 <sup>TH</sup> -----	75% OF JOURNEYMAN WIREMAN RATE

\*\* PENSION & ANNUITY BEGINS

**FRINGES:**

Section 3.05 (b)

**Fringe Benefits based on Journeyman's Rate:**

All contributions to the **Annuity\***, Health & Welfare, Joint Apprenticeship Trust and Pension Funds for General Foreman, Foreman and Area Foreman shall be calculated at the Journeyman Wiremen's contribution rate. **\*Starting 2<sup>nd</sup> Year all levels of Foreman will receive Annuity based on the wages and not capped at Journeyman Wireman rate.**

**21.48%** of Total Gross Wages -----HEALTH AND WELFARE

**11.13%** of Total Gross Wages -----PENSION

**9.62%** of Total Gross Wages -----ANNUITY

**2.02%** of Total Gross Wages -----JATC

3% of Total Gross Wages -----NEBF

**Contractors Contributions:**

**\$ .19** (19 cents) per hour worked -----RI LMCC

**\$ .15** (15 cents) per hour worked -----AMF

**Wage Deductions:**

5.5% of Total Gross Wages -----WORKING DUES

\$.05 (5 cents) per hour worked -----PAC (Voluntary)

\$.10(10cents) per hour worked -----SCHOLARSHIP FUND (Voluntary)

\$.05 (5 cents) per hour worked -----ACTIVITIES FUND (Voluntary)

Section 3.05. (c) 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 3.05. (d) IBEW Local Union No. 99's Political Action Committee. The Employer does hereby agree to deduct five cents (\$.05) per hour starting June 1, 1982, from each Employee (IBEW Members only) payable into IBEW Local Union 99's P.A.C. for all hours worked provided the Employee has voluntarily signed an Authorization card for said deduction. The Employer agrees to remit these moneys to IBEW Local Union 99's P.A.C. in the same manner as the payments to the Health and Welfare, Pension and Annuity Fund contributions.

Section 3.05 (e) As of August 15, 2003 and during the term of this agreement, the employer does hereby agree to deduct ten (\$.10) cents per hour from each employee, (I.B.E.W. members only), payable into I.B.E.W. Local Union 99 Scholarship Fund for all hours worked, provided the employee has voluntarily signed an authorization card for said deduction. The employer agrees to remit these monies to I.B.E.W. Local 99 Scholarship Fund in the same manner as payments to the Health and Welfare, Pension, Annuity, and P.A.C. Fund contributions.

Section 3.05 (f) Individual Employers who fail to remit as provided in Sections 3.05(a), 3.05(b) and 3.05(c), 3.05(d) and 3.05(e) shall be additionally subject to having this 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 made, and shall be subject to the manpower withholding and withdrawal provisions of Article VI, Section 6.08. Beginning June 1, 2010 employers signatory to this agreement will remit one check for all funds due to "IBEW Local Union Clearing Account". The one check system will be at the option of the employer.

Section 3.05 (g) In accordance with the terms of this agreement, if as a result of delinquency in payments by an employer or his agent to the various joint trust funds and it is necessary for the Union and/or Trustees of the joint trust funds to institute court or legal action for the recovery of the delinquent funds, the employer shall pay in addition to the delinquent funds, interest at prime rate, accountants and attorneys fees, court costs and any legal or filing fees.

Section 3.06. Time and one half (1 1/2) will apply to new construction work on the first two hours after the regular working hours and the first eight hours on Saturday. All other overtime shall be paid at double the regular hourly rate. Time and one half (1 1/2) shall apply on maintenance, repair and alteration work between the hours of 4:30p.m. and 12:00 midnight, Monday through Friday, and 8:00a.m. to 4:30p.m on Saturday. All other overtime shall be paid at double the regular hourly rate.

Section 3.07. On all jobs where employees are required to dress in protective clothing while handling batteries charged with the required fluids, such employees shall be paid an additional Twenty-Percent (20%) for such work

Section 3.07 (a) On all jobs where: the work height is 30 feet or more from the floor or grade, on ladders or unsecured scaffolding or trusses, or where the work height is 50 feet or more from the floor or grade, on scaffolding secured to the building or structure, or where employees are required to work articulating boom lifts, scissor lifts, electric articulating boom lifts, and telescopic boom lifts whose platforms are more than one hundred (100) feet in the air, and all work in or on stacks, bridges and towers above one hundred (100) feet in the air, employees shall receive twelve and a half percent (12.5%) above that employees regular rate of pay.

This rule does not apply to road type bucket trucks, snooper trucks, under bridge inspection trucks or similar apparatus, upper floors of buildings, protected catwalks or railed-in sections of permanent structures.

Section 3.08. When employees covered by this agreement are required to work in shafts or tunnels below ground level or in combined sewer outfall or work on waters associated with Wind Turbines or any Electrical Generating apparatus in State of Rhode Island and/or Federal waters, such employees shall be paid an additional twenty-percent, (20%), above that employees regular rate of pay. This does not include man-holes.

Section 3.09. Wages shall be paid weekly in cash or by payroll check on a local bank not later than quitting time on Wednesday, except when holidays incurred, payday will be no later than quitting time on Thursday, and not more that three days' wages may be withheld at that time. Any workman laid off or discharged shall be paid his wages immediately. In the event he is not paid off, as provided above, waiting time at the appropriate rate shall be charged until payment is made.

**Section 3.09 (a).** In the event a current employee is not paid by the appropriate time, he shall be paid the straight time rate of pay until he is paid in full. Legitimate and documented circumstances beyond the contractors control such as third party payroll not meeting their deadline, serious illness or death of the primary payroll person, job shutdown and not staffed will negate this requirement. In the event the employee rather than being laid off on Friday is offered to work overtime on non-business days (Saturday, Sunday, Holiday) he must be paid off no later than noon time the next business day. The employer will either pay the workman at the job site during regular working hours or allow him sufficient time during regular working hours to report to the shop to receive his pay.

Section 3.09 (b). When mutually agreed upon with the Employer, the Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union.

Section 3.10. A Foreman shall be assigned to a project when the third (3<sup>rd</sup>) employee is assigned. A second (2<sup>nd</sup>) Foreman shall be assigned to the project when the twelfth, (12<sup>th</sup>), employee is assigned. A third (3<sup>rd</sup>) Foreman and an Area Foreman shall be assigned to the project when the twenty-first, (21<sup>st</sup>), employee is assigned. A fourth (4<sup>th</sup>) Foreman and a General Foreman shall be assigned when the thirtieth (30<sup>th</sup>) employee is assigned.

Section 3.10. (a) When a job requires a General Foreman (when the thirtieth (30<sup>th</sup>) employee is assigned), he shall not work with tools (which shall not prohibit layout, unloading or distribution of limited materials or lending an occasional helping hand).

Section 3.11. On all jobs having a Foreman, workmen are not to take directions or orders, or accept layout of any job from anyone except the Foreman. No Foreman of one job shall at the same time perform work on another job during normal working hours.

## **SHIFT WORK**

Section 3.12. 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 (8) consecutive hours worked between the hours of 4:30 p.m. 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 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 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 over time 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 (1 ½) 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 3.12 (a) On all shifts there will be a ten (10) minute coffee break approximately 2 hours after shift start at work station. There will also be a ten, (10), minute break after approximately ten, (10), hours worked and a thirty, (30), minute break after approximately twelve, (12), hours worked.

Section 3.12 (b) If the above shifts are employed for four (4) days or less the employees shall be paid the regular overtime rates as provided elsewhere in this agreement. Regular shift pay shall apply on third shift “Friday” though worked on Saturday a.m.

Section 3.13. Any man reporting for work and being laid off, not having been notified that day previous to such layoff shall receive not less than three (3) hours wages in order to gather his tools and personal belongings and shall be paid off in full immediately. In the event the employee is not paid off, waiting time at the regular rate shall be charged until payment is made, waiting time not to exceed 8 hours in any one 24 hour period.

Section 3.13 (a) The Employer shall notify the Business Manager or Union Office of any substantial lay-off of men forty-eight hours in advance or as soon as possible.

Section 3.14. When men are directed to report to a job and do not start work due to weather conditions, lack of materials, or other causes beyond their control, they shall receive three (3) hours pay unless notified one (1) hour before scheduled start.

Section 3.14.(a) When an Employer lays off or discharges for cause he shall supply, the Employee and Local Union office with a termination slip with date of termination and future status for rehire only. This Termination Slip must be sent to the Local Union office within forty-eight (48) hours.

Section 3.14 (b) The parties to this agreement realize that personal appearance, proper hygiene and appropriate attire are important to our work practices. Our customers gauge the quality of our industry by the

attention shown by our appearance and appropriate attire should be worn at all times in keeping with recognized standards. Therefore, all clothing with indecent language or obscene images are prohibited, consumption of, possession of, or being under the influence of alcoholic beverages or illegal drugs during working hours or on company property or in any vehicle used for contractor business is strictly prohibited and are grounds for immediate termination.

Section 3.15. Any employee reporting to a shop and not being put to work shall not remain after 9:00 a.m. Any employee requested to remain by the Employer after 9:00 a.m. shall be considered employed.

Section 3.16. When the Employer has no permanent shop located in the jurisdiction of the Union, then under such circumstances, City Hall, Providence, Rhode Island shall be considered the place at which the shop is located.

Section 3.17. The Employer shall pay for traveling time, **and mileage at the IRS minimum,** or furnish transportation from shop to job, job to job and job to shop within the jurisdiction of the Union. **This will not apply on day one of referral.**

Section 3.18. When employees are working outside the jurisdiction of the Union, and traveling to and from a job daily, they shall be paid traveling time from the State line where the Employer's shop is located or leave at 8:00 am and return at 4:30 pm. Traveling time shall be paid at no less than the regular rate of pay.

Section 3.19. Employees using an employer's vehicle for delivery of materials shall work the same eight [8] hour day for deliveries or pickup of materials.

Section 3.19(a): Personal cell phones are allowed on the jobsite. They shall not be used during the work day for personal or contractor use. Employees can use them on breaks for personal use. They may be used for outgoing or incoming calls for legitimate emergencies at any time. They may also be used for the contractor to contact an employee before the start of the workday to notify them of job shutdown. Employee may also use them to communicate when entering the jobsite if there is a requirement for such.

Section 3.20. On work outside the jurisdiction of the Union, the Employer shall pay for transportation, board, and all other necessary expenses, including traveling time, during regular working hours.

Section 3.21. Workmen working on the Islands in the jurisdiction of IBEW Local 99 shall be paid from the time of taking the boat to the time of arriving back. In no case shall a workman receive less than one (1) day's pay.

Section 3.22. No workman shall use any automobile or any other vehicle in a manner considered to be unfair to other workmen, or against the best interest of the Union.

Section 3.23. The Employer shall provide on all jobs a suitable place heated for the keeping or storing of workmen's clothing and tools and shall be held responsible for the loss of these by theft or fire.

Section 3.24. Time consumed in getting out stock or material must be paid for. No employee shall get out stock or material outside the regular working hours without being paid the overtime rate.

Section 3.24. (a) When tool room or stockroom employees are required on the job, a Journeyman Wireman will be employed in that position, but he will also be required to perform all other duties of a Journeyman.



Section 3.25. The parties agree that the work of prefabrication of materials will be performed by IBEW members working under the Collective Bargaining Agreement, whether on the job or in the shop.

Section 3.26. All channeling and cutting required for the installation of electrical work shall be done by employees covered by this Agreement.

Section 3.27. Where pipe cutting and threading machines are used, such shall be operated by a worker who is covered by the terms of this agreement.

Section 3.28. Employees shall be allowed five (5) minutes at noon and shall be allowed ten (10) minutes before quitting time for picking up tools and wash-up time.

Section 3.29. All electrical material and apparatus shall be handled from the building line or jobsite trailer or if neither exist, the property line to its permanent location, erected and connected by employees covered by this Agreement. This shall not apply to a person making a small delivery in a single trip to a single destination on the jobsite of no more than can be normally carried on a public conveyance.

Section 3.30. The work of installing Solar, Wind, Wave, Water and Hydro-Electric generation, maintaining, connecting, repairing, or removal of all wiring for temporary lighting, heat and power, and the maintenance of all other electrical equipment in new buildings in the course of construction, old buildings undergoing alterations, subways, tunnels and bridges under construction, State or Federal waters shall be performed by workmen employed under the terms of this Agreement.

Section 3.31. All overtime at a job or a shop shall be equally and impartially divided among the workmen on the job or at the shop.

Section 3.31. (a) Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of the Agreement.

Section 3.31. (b) The Employer will not discriminate against any employee with regards to training, upgrading, promotion, transfer, lay-off, discipline, discharge or otherwise because of race, creed, national origin, color, sex, age, political affiliation, or membership in any other lawful labor organization.

Section 3.32. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with applicable laws.

Section 3.33 Employees working in composite crew of Inside Wiremen and Linemen on substation projects shall receive whichever rate of pay is higher. Additionally all employees will work under the terms and conditions of the same agreement which will be mutually agreed upon.

Section 3.34 Heated and Cooled space: on renewable energy projects that have no other options such as an enclosed building to enter, the contractor shall provide heated and cooled space for the crew to have their lunch or to retreat to in times of severe heat or cold stress.

Section 3.35 Foul Weather Clothing: When requesting men to work in inclement weather on renewable energy projects, the employer shall furnish without expense to the employee foul weather clothing which shall consist of a raincoat and pants. The employee shall sign for the foul weather clothing and return to the employer upon termination if requested.

## ARTICLE IV

### REFERRAL PROCEDURE

Section 4.01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03. The Employer shall have the right to reject any applicant for employment.

Section 4.04. The Union shall select and refer applicants for employment without discrimination against such applicants 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 4.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

### JOURNEYMAN WIREMAN--JOURNEYMAN TECHNICIAN

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

**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 4.06. 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 4.07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

RHODE ISLAND: .....THE ENTIRE STATE

MASSACHUSETTS: .....COUNTY - BRISTOL

TOWNSHIPS - ATTLEBORO, NORTH ATTLEBORO  
AND SEEKONK

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

Section 4.09. "Resident" means a person who has maintained his permanent home in the above 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 4.10. 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 4.11. The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

RE-REGISTRATION

Section 4.12. An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

Section 4.13. An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.14. (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.

#### **REPEATED DISCHARGE:**

Section 4.14 (b). 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 4.15. The only exceptions which shall be allowed in this order of referral are as follows:

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

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

Section 4.16. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.17. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 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 4.18. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.19. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.20. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Section 4.21. When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

Section 4.21. (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 in Group II, and then those in Group I.

Section 4.21. (b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15 (a) is required.

Section 4.21. (c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate Group in paragraph (a) above.

Section 4.22 An employer shall have the right to recall for employment any former employee that the employer has laid off, provided that:

The former employee is in the highest level group on the referral list containing applicants available for work, regardless of the individual's position on the list. The recall is made within 365 days from the time of the layoff. The former employee has not quit his most recent employer under this agreement within the 30 days prior to the recall request and the former employee is not an apprentice.

## **ARTICLE V**

### **APPRENTICESHIP AND TRAINING**

Section 5.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

Section 5.02. All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 5.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any

issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 5.05. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06. To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09. Though the JATC cannot guarantee any number of apprentices, if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If the JATC is unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11. The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.12 Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below.

Number of Journeyman	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks.

Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice. Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeymen Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 5.16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship and training trust agreement. The current rate of contribution outlined in Article III, Sections 3.05(a) and 3.05(b) of the gross monthly labor payroll. 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.

## **ARTICLE VI**

### **FRINGE BENEFITS**

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, and shall be subject to the manpower withholding and withdrawal provisions of Article VI, Section 6.08.

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.

To establish an Administrative Maintenance Fund (AMF) each employer signatory to this Agreement will contribute ten (10) cents per hour for all hours worked by all employees covered by this Agreement.

The Fund shall be administered solely by the Association and shall be utilized to pay for the Association's cost of the labor contract administration including negotiations, labor relations, and dispute and grievance representation performed on behalf of all signatory employers. In addition, all other administrative functions required of management or as required by law.



The AMF contribution shall be submitted with all other benefits as delineated 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 attorney fees, court costs, interest at 1% (one 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 and not the local union. These monies shall not be used to the detriment of the IBEW or the Local Union.

All completed monthly reporting forms prescribed by the NEBF must be received by the respective collection agent by the fifteenth (15th) day of each month for all labor performed the previous month.

Section 6.02. During the terms of this Agreement, the Employer shall pay into the Health and Welfare Fund of Local Union 99, International Brotherhood of Electrical Workers, the sum outlined in Article III, Sections 3.05(a) and 3.05(b) of the gross monthly labor payroll. These payments shall be forwarded by the fifteenth day of the following month to the Local Union Office to the Trustees designated to collect these contributions, provided that this fund is properly trusted and administered in accordance with Section 302 of the Labor Management Relations Act of 1947, as amended.

Section 6.03. During the terms of this Agreement, the Employer shall pay into IBEW Local Union No. 99's Pension Trust Fund the sum outlined in Article III, Sections 3.05(a) and 3.05(b) of the gross monthly labor payroll. Each Employer agrees to remit these moneys to Local Union No. 99's Pension Trust Fund, or it's Agent, not later than the fifteenth (15th) day of the following month, pursuant to a certain Declaration of Trust that shall conform to Section 302 of the Labor Management Relations Act of 1947, as amended.

Section 6.04. During the terms of this Agreement, the Employer shall pay into IBEW Local Union No. 99's Annuity Trust Fund the sum outlined in Article III, Sections 3.05(a) and 3.05(b) of the gross monthly labor payroll. Each Employer agrees to remit these moneys to Local Union No. 99's Annuity Trust Fund, or their Agent, not later than the fifteenth of the following month, pursuant to a certain Declaration of Trust that shall conform to Section 302 of the Labor Management Relations Act of 1947, as amended.

Section 6.04(a). *Optional Annuity Plan Contribution Rate Changes.*

The parties to this Agreement agree that, effective as of the date that the IBEW, Local Union No. 99 Annuity Plan is effectively amended in order to permit the procedures set forth and described in the terms and conditions of this Section 6.04(a) and thus accept the contributions described herein, and thereafter, employees covered by this Agreement who are eligible Participants of said IBEW, Local Union No. 99 Annuity Plan shall be permitted to voluntarily increase their individual Annuity Plan contribution rate above the "default" Annuity Plan contribution rate set forth in Article III, Sections 3.05(a) and 3.05(b) above and referenced in Section 6.04 above, in accordance with the following terms and conditions:

- (A) Any changes to an employee's Annuity Plan contribution rate enacted pursuant to this Section 6.04(a) shall only be made by submitting a completed and executed *Authorization for Voluntary Annuity Plan Contribution Rate Increase/Decrease Form* to the Local #99 Union and Local #99 Annuity Plan Fund Office within ten (10) business days of the designated Contribution Rate Change Dates set forth below.
- (B) Employees may voluntarily opt to change their Annuity Plan contribution rates hereunder to *no less than* the "default" Annuity Plan contribution rate set forth in Article III, Sections 3.05(a) and 3.05(b) above and referenced in Section 6.04 above, and *no more than* \$3.00 per hour above said "default" rate, in intervals of \$1.00 per hour.

*For Example:* Employees may increase their Annuity Plan Contribution Rate from a “default” rate of \$5.01 per hour up to \$6.01 per hour, \$7.01 per hour, or \$8.01 per hour.

- (C) Any Annuity Plan Contribution Rate Increase shall be made by taking such amount of contributions from the employee’s Wage Contribution Rate by reducing said Wage Contribution Rate by the applicable amount; and any Annuity Plan Contribution Rate Decrease shall be made by adding such amount back to the employee’s Wage Contribution Rate by increasing said Wage Contribution Rate by the applicable amount.

*For Example:* Employees may increase their Annuity Plan Contribution Rate from a “default” rate of \$5.01 per hour up to \$6.01 per hour by reducing their Wage Rate to \$42.61 per hour by \$1.00, to \$41.61 per hour by reducing their Wage Rate by \$2.00, or to \$40.61 per hour by reducing their Wage Rate by \$3.00.

- (D) Employees may first make a Contribution Rate Increase as of the first day of the month after the date that the IBEW, Local Union No. 99 Annuity Plan is effectively amended in order to permit the procedures set forth and described in the terms and conditions of this Section 6.04(a) and thus accept the contributions described herein, by submitting the above-described Form in the applicable required 10-day time period; and thereafter Employees may make a Contribution Rate Increase or Decrease as of January 1<sup>st</sup> of each year and/or upon a change of Employers (i.e. being hired by a new/different Employer), by submitting the above-described Form in the applicable required 10-day time period.

This Section 6.04(a) shall be deemed null and void in the event that the parties to this Agreement and/or the Trustees of the Annuity Plan determine that any of the terms or conditions of this Section 6.04(a) are in violation of or contrary to any state or federal laws or regulations.

Section 6.05. Notwithstanding the language set forth above in Sections 2,3 and 4 of the Agreement concerning mandatory Employer contributions to the Local Union No. 99 Health & Welfare Fund, Pension Fund and Annuity Fund; and notwithstanding the language set forth in Article V of this Agreement concerning mandatory Employer contributions to the Local Union No. 99 Joint Apprenticeship and Training Committee (JATC) Fund, and to the extent permitted by applicable law, an Owner/Employee of a Contractor/Employer which is a signatory to or executes a Letter of Assent to this Agreement may opt to not participate in any one (1) or all of said Local Union No. 99 Health & Welfare, Pension Annuity and JATC Funds if said Owner/Employee so desires. In the event the Owner/Employee opts out of such participation, his/her Contractor/Employer shall not be obligated to pay any sum of money into said Local Union No. 99 Fund on said Owner/Employee’s behalf.

For the purpose of this Section 6.05., an Owner/Employee of a Contractor/Employer shall only mean a member in good standing of the Union who is a principal of an incorporated trade or business, but shall not include a partner or proprietor of an unincorporated trade or business. No other covered Employee of said Contractor/Employer may opt out of participation in the Local Union No. 99 Health & Welfare, Pension, Annuity and JATC Funds pursuant to this Section.

In the event an Owner/Employee opts out of participation in any one (1) or all of said Local Union No. 99 Benefit Fund, his/her Contractor/Employer shall immediately notify the Business Manager of the Union and the Trustees of the Fund(s), in writing, of said Owner/Employee’s decision. Thereafter, if said Owner/Employee opt to recommence participation in the Fund his/her Contractor/Employer shall immediately notify the Business Manager of the Union and the Trustees of the Fund, in writing, of said Owner/Employee’s decision; and said Contractor/Employer shall again be required to comply in all respects with the contribution provisions of this Agreement for said Owner/Employee.

Section 6.06. Individual Employers who fail to remit as provided in Sections 6.02, 6.03 and 6.04 shall be additionally subject to having this 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 made, and shall be subject to the manpower withholding and withdrawal provisions of Article VI, Section 6.08.

Section 6.07.(a) The failure of an individual Employer to comply with provisions of Sections 6.02, 6.03 and 6.04 shall also constitute a breach of this Labor Agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contribution to such funds which have resulted from the violation.

Section 6.07 (b) If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with Section 6.05 above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of the litigation which have resulted from the bringing of such court action.

Section 6.07 (c) Effective September 1, 2000, it is agreed that in the event that an employer is delinquent in payments to the Local Union No. 99 IBEW Health and Welfare Plan, the Local Union 99's Pension Trust Fund, the Local Union 99's IBEW Annuity Trust Fund, the Local Union 99's IBEW JATC Trust Fund, the National Electrical benefit Fund, the IBEW Local 99's designated Assessment Due described in Article XI of the IBEW Local 99 By-Laws for a period of fifteen (15) days, said employer shall be required to submit payments and appropriate forms on a weekly basis to the designated depository.

Section 6.08. The parties to this Agreement hereby agree that, when the Union and the Trustees of any IBEW, Local Union No. 99 Benefit Fund (i.e., the IBEW, Local Union No. 99 Health & Welfare Plan, Pension Plan, Annuity Plan, or JATC Fund, and/or the IBEW Local 99's designated Dues Assessment Fund) are notified that either:

(i) a contributing Employer is delinquent in any payments owed to any of said Benefit Funds for a period of more than thirty (30) days, or

(ii) a contributing Employer is in continued violation of the payroll and fringe benefit bonding requirements set forth in Article II, Section 2.05 of this Agreement for a period of more than thirty (30) days,

then the Union shall retain the right to withhold or withdraw employees from any job or shop of such delinquent Employer, notwithstanding the provisions of Article II, Section 2.02, Article III, Section 3.05(f), and Article IV, and Article VI Section 6.06 of this Agreement. However, all bonding requirements on said Employer pertaining to the individual Funds shall continue to be adhered to.

## **ARTICLE VII**

### **NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)**

**Section 7.01.** Each individual employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.
2. One Hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

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

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

**Section 7.02.** Payments to the Rhode Island Labor Management Cooperative Committee, Inc. will be forwarded monthly to the same collection agent of the National Electrical Benefit Fund (NEBF). The payment shall be made by check or draft and shall constitute a debt due and owing to the RI LMCC. The payment and the payroll report shall be mailed to reach the office of the collection agent no later than (15) calendar days following the end of each calendar month. One (1) cent of the above payment will be forwarded to the N.L.M.C.C., effective June 1, 1996.

## **ARTICLE VIII**

### **LOCAL LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)**

**Section 8.01.** The parties agree to participate in a Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

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

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

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

Section 8.03. Each employer shall contribute 10¢ per hour worked. 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 Rhode Island and Southeast Massachusetts Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

## **ARTICLE IX**

### **NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE**

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

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving 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 program 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 9.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03. Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Rhode Island & Southeast Massachusetts Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to fifteen percent (15%) of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

Section 9.05 The one cent (\$.01) per hour contribution for the National LMCC is to be paid from the Local LMCC Fund. There will be no increase in the wage/fringe package for this contribution.

## **ARTICLE X SAFETY**

**Section 10.01.** There shall be a Joint Safety Committee consisting of three (3) members representing the employer and three (3) members representing the union.

**Section 10.02** Any workman under the terms of this agreement performing welding or burning of metal material will be furnished the proper protective equipment as required by: OSHA, company policy or facility policy.

**Section 10.02 (a)** An employee injured on the job or shop shall be reimbursed for actual time lost due to medical care on the day such accident occurs. In the event such injured employee is instructed by the Doctor not to return to work on the day of the injury or incident, such employee shall be entitled to pay for the day.

**Section 10.02 (b).** The Employee shall use the Personal Protection Equipment issued to him by the Employer in the proper manner and in accordance with current OSHA Regulations and N.F.P.A. 70 E.

**Section 10.02 (c).** The Journeyman shall verify the circuit he is working on have been de-energized and properly locked out or tagged out as trained by the Employer in accordance with the current OSHA Regulations [1910-333] prior to performing work.

**Section 10.02 (d).** All Workers and Contractors shall understand and work under the guidelines of OSHA and NFPA 70E.

**Section 10.03.** It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards. All incidental costs incurred for proper safety and equipment upkeep and certifications on projects shall be the responsibility of the employer.

## **ARTICLE XI**

### **SUBSTANCE ABUSE**

**Section 11.01** 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.

**Section 11.01(a)** **Contractor shall be notified if they have a member of the recovery team employed by them. This person will be duly appointed to the team by the Local 99 President. The contractor shall cooperate with the Team Member and allow them reasonable time for phone calls or speak to the member on the same jobsite, from or on behalf of members in crisis. The contractor shall also cooperate with the team member if they must leave to assist a member in crisis.**

## **ARTICLE XII**

### **CODE OF EXCELLENCE**

Section 12.01        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 XIII**

### **HARRASSMENT AND DISCRIMINATION POLICY**

The Union and all Employers signatory to this agreement shall each adopt a Discrimination, Harassment and Sexual Harassment policy.



# IBEW LOCAL 99 Inside Construction Agreement Signature Page

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW®

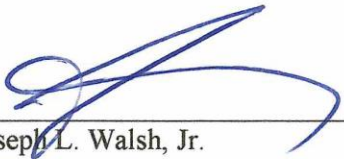
## SEPARABILITY CLAUSE

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


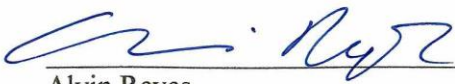
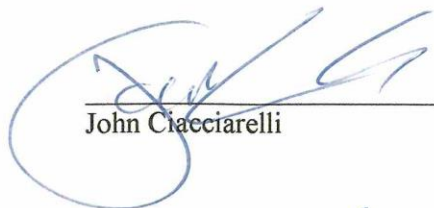
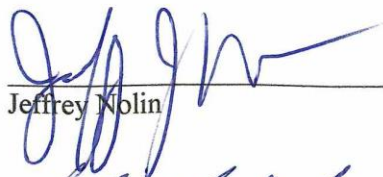
## GENDER LANGUAGE

Whenever the male gender is used in the Agreement, the female gender is also intended.

SIGNED

  
\_\_\_\_\_  
Joseph L. Walsh, Jr.  
\_\_\_\_\_  
Christopher O'Rourke

SIGNED

  
\_\_\_\_\_  
Spencer Marks  
\_\_\_\_\_  
Wayne Tait  
\_\_\_\_\_  
Alvin Reyes  
\_\_\_\_\_  
John Ciacciarelli  
\_\_\_\_\_  
Jeffrey Nolin  
\_\_\_\_\_  
Jeffrey Audet  
\_\_\_\_\_  
Rob Cote  
\_\_\_\_\_  
Joseph Manzi