

## APPENDIX B – OUTSIDE

This Appendix, executed between Henkels & McCoy, Inc., hereinafter referred to as “Employer”, and IBEW Local Union’s 42 & 104, hereinafter referred to as “Union”, shall serve as an addendum to the National Teledata Agreement between Henkels & McCoy, Inc. and the IBEW International.

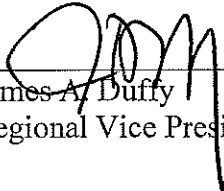
### GEOGRAPHICAL JURISDICTION

Connecticut  
New Hampshire

Maine  
Rhode Island


Massachusetts  
Vermont

Signed for Henkels & McCoy

  
James A. Duffy  
Regional Vice President

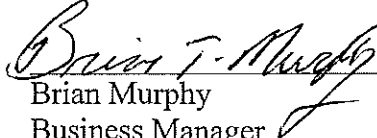
4/27/17  
Date

Signed for IBEW Local 42

  
Milton R. Moffitt, Jr.  
Business Manager

5/2/17  
Date

Signed for IBEW Local 104

  
Brian Murphy  
Business Manager

05-08-2017  
Date

## APPENDIX C – OUTSIDE

This Appendix, executed between Henkels & McCoy, Inc., hereinafter referred to as "Employer", and IBEW Local Union's 42 & 104, hereinafter referred to as "Union", shall serve as an addendum to the National Teledata Agreement between Henkels & McCoy, Inc. and the IBEW International.

### TOOLS REQUIRED

#### SPLICER

Body Belt	Diagonal Pliers	Line Hammer
Safety Strap	Long Nose Pliers	Nail Hammer
Climbers	E9E Scotchlock Tool	Terminal Wrench
6' Rule	Scissors with Pouch	Test Set
Assorted Screwdrivers	Sheath Knife with Pouch	Kit/Adjusting
Crescent Wrenches	Dial Test set/pr touch Tone	

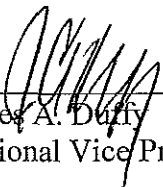
#### LINEMAN

Body Belt	9" Klein Pliers	Lag Wrench
Safety Strap	6' Folding Rule	Scissors with Pouch
Climbers	Screwdriver	Line Hammer
Terminal Wrench		

#### INSTALLER

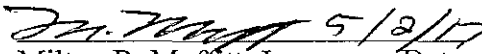
Body Belt	Drop Wire Slitter	Terminal Wrench
Safety Strap	E9E Scotchlock Tool	Wrap/unwrap Tool
Climbers	Punchdown Tool	Diagonal Pliers
6' Rule	Scissors with Pouch	Long Nose Pliers
Assorted Screwdrivers	Station Mans Probe	Line Hammer
Station Mans Tone	Dial or Touchtone Test set	Nail Hammer

Signed for Henkels & McCoy

  
James A. Duffy  
Regional Vice President

4/21/17  
Date

Signed for IBEW Local 42

  
Milton R. Moffitt, Jr.  
Business Manager

5/2/17  
Date

Signed for IBEW Local 104

  
Brian Murphy  
Business Manager

05-08-2017  
Date

## **APPENDIX D**

This Appendix, executed between Henkels & McCoy, Inc., hereinafter referred to as "Employer", and IBEW Local Union's 42 & 104, hereinafter referred to as "Union", shall serve as an addendum to the National Teledata Agreement between Henkels & McCoy, Inc. and the IBEW International.

### **PENSION**

The Employer agrees to comply with all applicable provisions of the Trust Agreement establishing the International Brotherhood of Electrical Workers Pension Fund: New England Electrical Workers' Money Purchase Plan and Trust.

Employer agrees to contribute two dollars and twenty-five (\$2.25) per hour worked for all employees covered by this Agreement to the New England Electrical Workers' Money Purchase Plan and Trust.

Said contributions shall be paid not later than fifteen (15) days after the end of the calendar month to a Board of Trustees, one-half of whom shall be selected by the Union and one-half by the Employer. Said Board of Trustees shall enter into a Trust Agreement, whereby they will provide for the organization of the Board, the disposition of monies paid to them, the selection of a local bank disposition and acquisition of Pension Benefits as well as such other regulations as may be met and proper in funds of this kind.

### **HEALTH AND WELFARE**

#### **HENKELS & MCCOY GROUP HEALTH PLAN - MEDICAL / DENTAL / VISION INSURANCE**

Eligible employees may elect to enroll in the Henkels & McCoy medical and / or dental and / or enhanced vision insurance (some limited vision coverage is provided via medical).

1. Henkels & McCoy will provide 3 months of COBRA coverage within any rolling 12-month period to any eligible UNION employee enrolled in the Henkels & McCoy medical, dental and/or vision plans who meets the following eligibility criteria:
  - i. The Employee must have at least 1 year of employment service with Henkels & McCoy.
  - ii. The employee was actively enrolled in medical, dental and/or vision on the date of lay-off and, therefore, is normally eligible for COBRA rights upon termination of employment.
  - iii. The employee's employment terminates as a result of a lay-off because of lack of work (other employment termination reasons do not apply).
2. Whenever this 3-month COBRA subsidy is exhausted, COBRA is offered at the employee's cost.

*(Note: This provision does NOT apply to Life Insurance, Short-term Disability or any other benefits provided to UNION participants.)*

3. For any UNION employee whose employment terminates, but who does not meet eligibility criteria for this Company-subsidized COBRA, Henkels & McCoy benefits will terminate at midnight of the day of employment termination. Thereafter, COBRA will be offered at the employee's cost.

While the Company shall make available to employees represented by the Union the Henkels and McCoy Group Health Plan listed above, as it may be amended or changed in accordance with its terms, the parties agree that the specific provisions and procedures governing types of expenses covered, employee contributions, employee co-pays, employee co-insurance amounts and employee out-of-pocket maximums under this Plan shall be the same as is provided to other employees at Henkels & McCoy covered by this Plan.

4. For calendar year 2017, the cost of Henkels & McCoy Health Insurance is \$4.70 an hour. Employer will readjust such cost on an annual basis, with the new cost effective on January 1 of each year.

#### LIFE INSURANCE

Eligible employees will be provided \$20,000 group term life insurance at no cost to the employee.

#### SHORT TERM DISABILITY (STD)

Eligible employees will participate in the Henkels & McCoy, Inc. Basic Short Term Disability benefit. This benefit will be for forty-five percent (45%) of the employee's base wage.

The parties agree that the specific provisions and procedures governing said Basic Short Term Disability shall be the same as is provided to other employees at Henkels & McCoy, Inc. covered by this benefit.

#### Eligibility For Medical / Dental / Vision / Life Insurance / STD

These benefits become effective on the 61<sup>st</sup> day of active employment of at least 30 hours per week or more. If the employee has already satisfied this requirement prior to the effective date of the contract they need not satisfy it again. If the employee has a break in employment, they will be required to satisfy another 60 days of employment UNLESS they meet the requirements for the 60-day waiting period to be waived. The 60-day waiting period is waived IF the employee has at least one (1) year of service with Henkels & McCoy, is laid off and is Rehired within 90 days from the layoff date.

#### HENKELS & MCCOY, INC. TELEDATA 401-K SAVINGS PLAN

The Union and the Employer mutually agree that the employee may at their option contribute to the 401(k) Plan, when they become eligible to do so, in accordance with the provisions of the Teledata Contractors Association 401(k) Plan.

1. Employee can elect optional tax deferred contributions of 1% to 50% of their earnings.
2. Employer shall match 10% of the employee's first 6% of tax deferred contributions.

3. Employee chooses how the contributions are invested. Employee may invest in any of the funds made available under the Plan.
4. Employee can enroll in the Plan when he/she has attained age 21 and is credited with at least 500 hours in any six (6) month period, or has one (1) year of service, in a job classification covered by the Plan.
5. Employee may change their investments within the Plan by website or telephone direction in accordance with Plan provisions.
6. Employee is permitted to make a hardship withdrawal (in accordance with Plan provisions) for the following reasons.
  - (a) Purchase of primary residence
  - (b) Tuition expenses for post-secondary education of self or eligible dependents.
  - (c) Medical expenses not covered by insurance
  - (d) Prevention of eviction or foreclosure on the mortgage of their principal residence.
  - (e) Payment of funeral or burial expenses for the employee's deceased parent, spouse, child or dependent.
  - (f) Expenses for the repair of damage to employee's principal residence that would qualify for a casualty loss under IRS Code Section 165.
7. Immediate vesting of employee and Employer contributions.
8. If an employee terminates his/her employment from Henkels & McCoy, he/she is entitled to withdraw his/her vested balance from the Plan in accordance with IRS tax regulations. If an employee does not withdraw his/her vested balance and has between \$1,000, but less than \$5,000.00, then his/her balance may be automatically rolled over to an individual IRA with Fidelity Investments. If the balance is less than \$1,000, then the funds will be automatically distributed to him or her. If the balance is greater than \$5,000, the funds will remain the Teledata Contractors Association 401k Plan until such time that he/she makes an active election of distribution.

Employee is permitted to apply for a loan in accordance with Plan provisions.

The Company and the Union, having negotiated concerning the subject of employee medical, dental, vision, life insurance, STD and 401K benefits, each waives the right to require the other to bargain collectively concerning any aspect of these subjects during the term of the collective bargaining agreement entered into by the parties. It is understood that the parties are not waiving their right to bargain collectively concerning these matters upon expiration of the current collective bargaining agreement between the parties. The Plan documents for each of the above-mentioned Plans are hereby incorporated by reference.

#### APPRENTICESHIP AND TRAINING

The parties hereto agree that as soon as practicable they shall meet and establish a training program as it relates to the Teledata Industry. When the program is established, the program and wage rates for those employees covered under this program will become a part of this Agreement.

Upon acceptance of the apprenticeship program by both parties to this Agreement, the following language shall be incorporated: The current approved Teledata Area Training Agreement between Employer and Union shall govern all matters of apprenticeship and training and the financing thereof.

Apprentices' wages and the ratio of apprentices to technicians and other categories of employees are specified in the area training agreement.

#### NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

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

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- 3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) to enhance the involvement of workers in making decisions that affect their working lives; and
- 10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

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

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal 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.

### WAGE AND BENEFIT BOND

Employer will provide a Wage and Fringe Benefit Bond, payable to the employees and/or applicable funds, as provided below. Any payment of delinquent wages, as such, are to be paid from the Bond directly to the Trustees of the affected funds.

3 to 5 Persons \$5,000.00	10 to 15 Persons \$15,000.00
5 to 10 Persons \$10,000.00	above 15 Persons \$25,000.00

In the event payroll for the current year is reduced drastically from the previous year, Employer's Bond requirement may be reduced by mutual agreement between the Employer and Union.

### WAGES

<u>Classifications</u>	<u>2/1/17</u>	<u>2/5/18</u>	<u>2/4/19</u>
Foreman (7 or more employees incl. 1 FM)	31.46	32.25	33.05
Small Job Foreman	29.25	29.98	30.73
Cable Splicer	29.25	29.98	30.73
Teledata Lineman	27.53	28.22	28.93
Equipment Operator	27.53	28.22	28.93
Teledata Wireman	27.53	28.22	28.93
Installer Repairman	27.53	28.22	28.93
Technician II	27.53	28.22	28.93
Trainees			
A (Class A CDL for next Step) (Eff. 1/1/14 - 90% of TD Lineman )	24.78	25.40	26.03
B (Eff. 1/1/14 - 81% of TD Lineman )	22.30	22.86	23.43
C (Class B CDL for next Step) (Eff. 1/1/14 - 73% of TD Lineman )	20.10	20.60	21.12
D (Eff. 1/1/14 - 65% of TD Lineman )	17.90	18.34	18.80
E (Eff. 1/1/14 - 56% of TD Lineman )	15.42	15.80	16.20

†These rates may be adjusted up or down depending on the H&M insurance rate in effect on 1/1/18 and 1/1/19.

\* CDL Testing (New Hires)

1. 1<sup>st</sup> CDL test to be paid by Employer.
2. 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> test, if required due to 1<sup>st</sup> failure, to be paid by employee.
3. If Class "A" CDL is deemed unachievable following four (4) attempts, the employee will be evaluated by Labor and Management to determine the employee's future advancement.

Note: Maximum four (4) attempts to be performed at three (3) month intervals for one (1) year.

Employer shall have the right to pay non-standard wages and provide non-standard benefits in excess of those contained in this Agreement. Such non-standard wages and benefits are completely voluntary and Employer shall have the right, at any time, to revert to the wages and/or benefits contained in this Agreement. Union waives its right to bargain for such non-standard wages and/or benefits.


#### FRINGE BENEFITS

NEBF	3%
Pension	\$2.25
Health & Welfare	See above
JATC	Deferred until a Trust is established. Once established, the contribution rate will be .75%
NLMCC	\$0.01

#### DEDUCTIONS

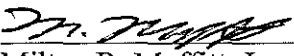
Working Assessment  
Vacation Fund

Signed for Henkels & McCoy

  
James A. Duffy  
Regional Vice President

9/29/17  
Date

Signed for IBEW Local 42

  
Milton R. Moffitt, Jr.  
Business Manager

5/2/17  
Date

Signed for IBEW Local 104

  
Brian Murphy  
Business Manager

05-08-2017  
Date

## APPENDIX E

This Appendix, executed between Henkels & McCoy, Inc., hereinafter referred to as "Employer", and IBEW Local Union's 42 & 104, hereinafter referred to as "Union", shall serve as an addendum to the National Teledata Agreement between Henkels & McCoy, Inc. and the IBEW International.

### Reference to Article I

Section 1.01 This Appendix and all other Appendices shall take effect February 1, 2017, and shall remain in effect until March 31, 2020, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January through December of each year, unless changed or terminated in the way later provided herein.

Section 1.02 (d) Unresolved issues in negotiations may be submitted jointly or unilaterally by the parties to this Agreement to an impartial arbitrator selected from a list provided by the American Arbitration Association. The selection of the arbitrator shall be conducted in accordance with the rules of the American Arbitration Association. Costs of the arbitration shall be borne jointly by both parties to this Agreement. The decision of the arbitrator will be final and finding on both parties to this Agreement. The impartial arbitrator shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The impartial arbitrator shall determine any questions of arbitrability.

### STATUS DURING DISPUTES

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

### GRIEVANCES

#### Section 1.05

(a) Any aggrieved employee or employees must present their grievance to the steward within two working days (forty-eight hours) after knowledge of the grievance or the reason for the grievances occurred. If a satisfactory settlement is not effected with the Employer's representative on the job site within three working days, the steward and the employee shall submit their grievance in writing to the Union.

(b) Within two working days (forty-eight hours) when possible, but no later than five working days thereafter, the Union shall take up the matter with a representative of the Employer with authority to act upon such grievance. A decision must be made within five working days.

(c) If no satisfactory settlement can be agreed upon, either party may request that the grievance be referred to a committee of three individuals representing the Union and three individuals representing the Employer. Said committee shall meet within forty-eight hours when notice is given by either party. It shall select its own chairman and secretary.

(d) All matters coming before the committee shall be decided by 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 shall be counted as though all were present and voting.

(e) Should the committee fail to agree or to adjust any matter, such may be submitted jointly or unilaterally by the parties to this Agreement to an impartial arbitrator selected from a list provided by the American Arbitration Association. Selection of the arbitrator from the list provided by the American Arbitration Association shall be carried out in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on both parties hereto. The expense of the arbitrator shall be born equally by the Employer and the Union. The impartial arbitrator shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The impartial arbitrator shall determine any question or arbitration.

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

The Employer may submit grievances to the Union and such grievances shall be processed according to the terms of this Article beginning at Section 1.04 (c).

### SUBCONTRACTING

Section 2.16 When it is necessary to utilize subcontractors, Employer will make every effort to use subcontractors who are signatory with the IBEW. When such signatory subcontractors are unavailable or unable to perform the work, it will not be a violation of this Agreement to utilize non-signatory subcontractors. When a non-signatory subcontractor is used, Employer will promptly provide Union with the name of such subcontractor and, whenever possible, with the names of any employees working for subcontractor.

### HOURS OF WORK

Section 4.01 (b) Four (4) consecutive ten (10) hour days may be worked at the straight time hourly rate; Monday through Thursday with Friday as a make-up day with a minimum of eight (8) hours scheduled at the straight time rate of pay must be scheduled, or Tuesday through Friday with Saturday as the make-up day with a minimum of eight (8) hours scheduled at the straight time rate of pay. The application of this workweek must be mutually approved by the Union and the Employer prior to implementation. In addition, any variations in starting times of the actual days worked must be agreed upon by the Union and the Employer prior to implementation.

### CHANGE OF HEADQUARTERS

Section 4.08 Wages at the regular straight time rate shall be paid by the Employer to employees for traveling time when transferred from one job site to another job site during the workweek. When suitable transportation is made available by the Employer, no additional expense other than actual traveling time will be allowed. If transportation is not made available by the Employer, reimbursement will be paid on the basis of thirty-six (\$.36) cents per road map miles, to all employees involved.


### HEADQUARTERS LESS THAN FIVE DAYS

Section 4.12 On any job of less than five days duration, an employee living away from home shall be reimbursed by the Employer at the rate of twenty-five dollars (\$25.00) per day to compensate for the additional expense incurred. If an employee is moved on the fifth day, he will receive four days per diem.

#### LICENSING


Section 4.21 All new employees hired shall be required to obtain their Commercial Driver's License, Proper Trade Licenses, Hoisting License, etc. at their own cost, in order to be classified as and receive Teledata Lineman rate. Note: IBEW Local 42 has CDL and Massachusetts Hoisting License classes at the hall.

Signed for Henkels & McCoy

  
James A. Duffy  
Regional Vice President

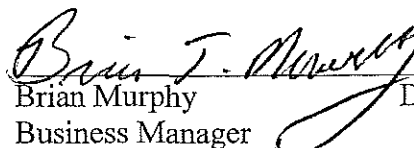
4/27/17  
Date

Signed for IBEW Local 42

  
Milton R. Moffitt, Jr.  
Business Manager

5/2/17  
Date

Signed for IBEW Local 104

  
Brian Murphy  
Business Manager

05-08-2017  
Date

