

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.

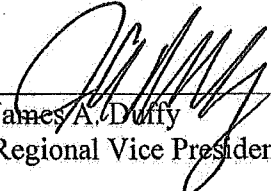
GEOGRAPHICAL JURISDICTION

Connecticut
New Hampshire

Maine
Rhode Island

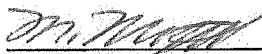
Massachusetts
Vermont

Signed for Henkels & McCoy


James A. Duffy
Regional Vice President

4/28/15
Date

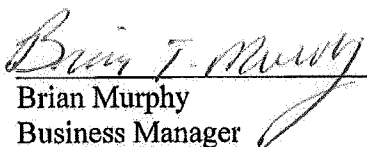
Signed for IBEW Local 42


Milton R. Moffitt, Jr.
Business Manager

4/21/15
Date

Signed for IBEW Local 104




Brian Murphy
Business Manager

04-23-2015
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	

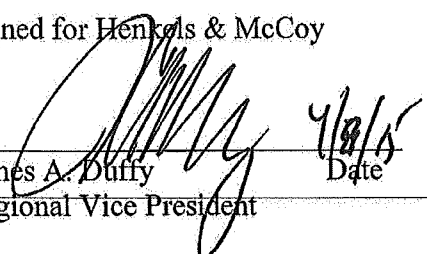
LINEMAN

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

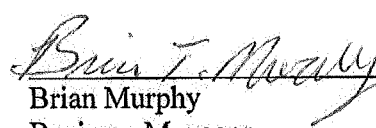
4/18/15
Date

Signed for IBEW Local 42


Milton R. Moffitt, Jr.
Business Manager

4/21/15
Date

Signed for IBEW Local 104


Brian Murphy
Business Manager

04-23-2015
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 2014, the cost of Henkels & McCoy Health Insurance is \$4.25 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 61st 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 15% 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) consecutive 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, they are entitled to withdraw their vested balance from the Plan in accordance with IRS tax regulations. If an employee's vested balance is greater than \$1,000, but less than \$5,000.00, then the employee's balance may be automatically rolled over to an individual IRA account. If the employee's vested balance is less than \$1,000, then the employee's balance may be distributed automatically to him or her.

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>7/15/13 - 12/31/14</u>	<u>1/1/14 - 12/31/14</u>	<u>1/1/15 - 12/31/15</u>	<u>1/1/16 - 1/31/17†</u>
Foreman (7 or more employees incl. 1 FM)	28.63	29.33	30.23	31.14
Small Job Foreman	26.57	27.27	28.12	28.98
Cable Splicer	26.57	27.27	28.12	28.98
Teledata Lineman	24.98	25.68	26.49	27.31
Equipment Operator	24.98	25.68	26.49	27.31
Teledata Wireman	24.98	25.68	26.49	27.31
Installer Repairman	24.98	25.68	26.49	27.31
Technician II	24.98	25.68	26.49	27.31
Trainees				
A (Class A CDL for next Step) (Eff. 1/1/14 - 90% of TD Lineman)	22.34	23.11	23.84	24.58
B (Eff. 1/1/14 - 81% of TD Lineman)	20.20	20.80	21.45	22.12
C (Class B CDL for next Step) (Eff. 1/1/14 - 73% of TD Lineman)	18.11	18.74	19.34	19.93
D (Eff. 1/1/14 - 65% of TD Lineman)	15.99	16.69	17.22	17.75
E (Eff. 1/1/14 - 56% of TD Lineman)	13.83	14.38	14.83	15.29

†These rates may be adjusted up or down depending on the H&M insurance rate in effect on 1/1/16.

* CDL Testing (New Hires)

1. 1st CDL test to be paid by Employer.
2. 2nd, 3rd, 4th test, if required due to 1st 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.

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

Date 4/29/15

Signed for IBEW Local 42


Milton R. Moffitt, Jr.
Business Manager

Date 4/21/15

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

May 14, 2015

Edwin D. Hill, President
This approval does not make the
International a party to this agreement.

Signed for IBEW Local 104


Brian Murphy
Business Manager

Date 04-23-2015

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 July 15, 2013, and shall remain in effect until December 31, 2016, 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 binding 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.

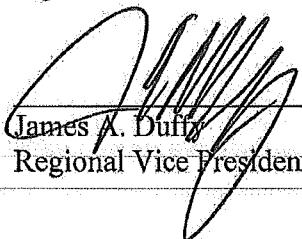
HEADQUARTERS LESS THAN FIVE DAYS

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

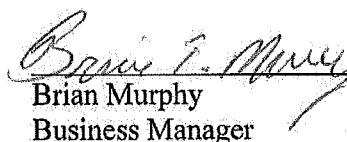
4/29/15
Date

Signed for IBEW Local 42

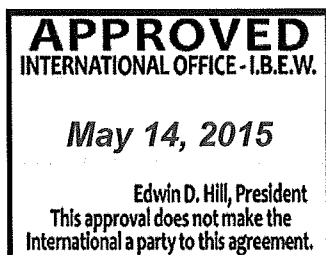

Milton R. Moffitt, Jr.
Business Manager

4/29/15
Date

Signed for IBEW Local 104


Brian Murphy
Business Manager

04-23-2015
Date



TELEDATA AGREEMENT

This Agreement made and entered into by and between Henkles & McCoy, Inc., and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, is applicable for all its work throughout the United States.

The term "Employer" as hereinafter used, shall mean Henkels & McCoy, Inc.

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

The term "Local Union," as hereinafter used, shall mean an IBEW Local Union.

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

SCOPE

This Agreement is national in scope and covers low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, V-SAT, by-pass, CATV, WAN (Wide area networks), LAN (local area networks), and ISDN (integrated systems digital network). However, this Agreement does not apply to new construction nor to retrofits in those locals where the Inside Local Union has control of the work. When any dispute arises dealing with this question, any ruling made by the International Office of the Union shall be accepted and put into effect.

WITNESSETH

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

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

The parties to this Agreement will not discriminate against any individual because of his race, color, religion, sex and national origin; or to classify any individual on the basis of his race, color, religion, sex or national origin; where the masculine gender is used herein, it shall be deemed to include both male and female.

ARTICLE I

EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

Section 1.01 This Agreement shall take effect March 1, 1995, and shall remain in effect until February 28, 1996, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from March 1 through February 28 of each year, unless changed or terminated in the way later provided herein.

Section 1.02 (a) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least 90 days prior to the anniversary date.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

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

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

AMENDMENTS

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

STATUS DURING DISPUTES

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

GRIEVANCES - DISPUTES

Section 1.05. All grievances shall be filed within ten (10) calendar days after the alleged event first occurred. Grievances shall be appealed to the next higher step within ten (10) calendar days after the meeting of the lower step. Settlement of grievances may be arrived at in any step of the grievance procedure which will be final and binding on both the Union and Employer.

Step #1. Employer Supervisor and IBEW Local Union Agent.

Step #2. Employer Division Manager and IBEW Local Union Business Manager.

Step #3. Two Employer Division Managers or Vice Presidents and two IBEW International Vice Presidents or their designees. They shall come from areas not involved in the dispute.

Step #4. The Chairman or President of Employer and IBEW International President or their designee.

Step #5. American Arbitration Association. The cost will be born jointly.

ARTICLE II

EMPLOYER RIGHTS UNION RIGHTS

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

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

Section 2.03 The Employer shall when selecting Foremen have the right to call out Foremen by name.

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

Section 2.05 The Employer understands that the Local Union's jurisdiction - both trade and territorial -- is not a subject for negotiations, but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determination.

Section 2.06 The Representative of the Union and/or the Local Union shall be allowed access to any shop or job, at any reasonable time, where workmen are employed under the terms of this Agreement.

UNION SECURITY

SECTION 2.07 On the thirty-first day following the effective date of this Section of the Agreement or on the thirty-first day following the beginning of employment with the Employer, whichever is later, membership in the Union shall be required with each employee in the bargaining unit as a condition of employment subject to the provisions of Section 8 (a) (3) of the Labor-Management Relations Act, 1947, as amended. This provision shall be operative in all States in which such provision is permitted by State law.

BRINGING IN NON-RESIDENT WORKMEN

Section 2.08 Any signatory firm performing work within the scope of this agreement and within the jurisdiction of any Local Union signatory hereto shall be allowed to bring in a total of eight (8) non-resident workmen into a Local Union jurisdiction. However, when bringing in non-resident workmen the following schedule shall be adhered to:

The first three (3) workmen in a jurisdiction may be Non-Resident. Thereafter, only odd numbered workmen working for an employer may be Non-Resident until the total of eight (8) Non-Resident workmen is achieved. Thereafter, all workmen shall be referred through the appropriate Local Union Referral Procedure if available.

The Employer shall also supply the Local Union in whose jurisdiction the work is performed with the names and social security numbers of all Non-Resident workmen prior to starting work on any job or project.

When any dispute or complaint arises dealing with this question, any ruling made by the International Office of the Union shall be accepted and put into effect.

UNION DUES DEDUCTIONS

Section 2.09 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union -- upon receipt of a voluntary written authorization -- the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws. Such amount shall be certified to the Employers by the Local Union upon request by the Employer.

Section 2.10 The Local Union agrees to save the Employer harmless from any action growing out of these deductions and commenced by any employee against the Employer and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Local Union.

DUES DEDUCTION AUTHORIZATION

Section 2.11 I hereby authorize and direct _____ to deduct from my pay Union membership initiation fee, dues and additional working dues in the amounts fixed in accordance with By-Laws of Local Union ____ and the Constitution of the International Brotherhood of Electrical Workers and pay same to said Local Union in accordance with the terms of the bargaining agreement between the Employers and the Union.

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

Signature _____
Date _____ Dept. _____

MEMBERS CONTRACTING

Section 2.12 No applicant or employee while he remains subject to employment by Employers operating under this Agreement shall be recognized as a contractor for the performance of any Teledata work.

BETTER TERMS AND CONDITIONS

~~Section 2.13 The Union agrees that if, during the life of this Agreement, it grants to any other Employer on work covered by this Agreement any better terms or conditions than those set forth in this Agreement, such better terms and/or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.~~

Section 2.14 For all employees covered by this Agreement, the Employer shall carry workers compensation insurance with a company authorized to do business in the states our work is performed under this Agreement and such other protective insurance as may be required by the laws of these states, and he shall furnish satisfactory proof of such to the Union when requested. The Employer shall also make payments to the states unemployment compensation commission for all employees covered by the terms of this Agreement and shall pay all other taxes as may be required by state and federal statutes.

UNION DISCIPLINE

Section 2.15 The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

SUBCONTRACTING

Section 2.16 Any violation or annulment by an individual Employer of this Agreement or of the approved Agreement of any Local Union of the IBEW, other than violations of paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with Teledata work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any Teledata work to be performed at the site of the construction, alteration, painting or repair of a building will be considered 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 provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

SAFETY

Section 2.17a There shall be a Joint Safety Committee consisting of three members representing the Employer and three members representing the Local Union. The Committee will act exclusively in an advisory capacity to the Employer. The duties of this Committee shall be to develop and recommend to the Employer safe work rules that are equal to or greater than the standards of Construction as established by the Occupational Safety and Health Act of 1970 or other applicable Federal or State laws. Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Local Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

Section 2.17b It shall also be the function of this Committee to study these safe work rules and recommend their update to the Employer. This Committee shall meet when called by the Chairman or when called by a majority of the current Committee members.

Section 2.17c Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Employer and one Local Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

Section 2.17d No employees shall be compelled to use a power actuated tool. Only qualified employees shall be permitted to use power actuated tools.

Section 2.17e The Employer shall furnish hard hats when such are required and shall also furnish proper individual protective gear to workmen engaged in burning and welding operations.

Section 2.17f The safe work practices that are in effect on utility company property which are more stringent than those in this Agreement shall apply to work which is performed on that property under the terms of this Agreement.

Section 2.17g It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

ARTICLE III

EMPLOYMENT REFERRAL PROCEDURE

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

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

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

Section 3.04 The Local 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, by-laws, Constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 3.05 The Local Union shall maintain a register of applicants for employment established on the basis of Classifications and Groups listed in Appendix "A" of this Agreement. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

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

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

Section 3.08 The International President shall receive recommendations from each International Vice President of the IBEW in determining the number of Local Unions and the geographical jurisdiction of each with Teledata jurisdiction within each respective District. Upon approval of the International President such geographical jurisdiction shall be attached to this Agreement as Appendix B.

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

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

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

Section 3.11 An applicant who is hired and who receives, through no fault of his own, work of forty hours or less, shall, upon re-registration, be restored to his appropriate place within his Group.

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

Section 3.13 Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be referred to other employment in accordance with the position of his GROUP and his place within the GROUP.

Section 3.14 The only exceptions which shall be allowed in this order of referral are as follows:

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

Section 3.15 An Appeals Committee is hereby established composed of one member appointed by the Local Union, one member appointed by the Employer or by the Association, as the case may be, and a Public member appointed by both members these members.

Section 3.16 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4 through 14 of this Article. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business; but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 3.17 A Representative of the Employer or of the Association, as the case may be, designated to the Local Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 3.18 A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

ARTICLE IV

CRAFT WORK

HOURS OF WORK

Section 4.01(a) Eight hours work between 8:00 a. m. and 4:30 p. m. (unless otherwise mutually agreed upon between the Employer and the Union) with one-half hour for lunch shall constitute a workday. Forty hours within five days, Monday through Friday shall constitute the work week.

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 at the straight time rate of pay or Tuesday through Friday with Saturday as the make-up day 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.

WORK DAY

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

OVERTIME AND HOLIDAYS

Section 4.03 Work performed on Sundays and the following holidays -- New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day -- shall be at double the regular straight time rate of pay. All other overtime work shall be paid at one and one-half (1-1/2) the regular straight time rate of pay.

CALL OUT AND MEALS

Section 4.04 A minimum of two hours pay at the applicable rate shall be paid by the Employer to each employee called back to work after having been released from his regular day's work. Time on such call back is to start when the employee reports and ends when he is released. Men required to do storm work shall be furnished a meal two hours after their regular quitting time and every five hours thereafter at the Employer's expense and shall be allowed traveling time back to headquarters. The consumption of meals shall be limited to 1/2 hour.

REPORT TIME

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

INCLEMENT CONDITIONS

Section 4.06 If during the course of a work period, it begins to rain or sleet, employees shall place Teledata equipment and conductors in a safe condition in order to preserve life and property. If, however, employees are required to continue with any work while it is raining or sleeting, beyond one hour's time, then all such work performed while it is raining or sleeting shall be paid at time and one-half rates of pay.

HEADQUARTERS

Section 4.07 The Employer shall set up headquarters in the nearest suitable location to the job. A suitable place to eat and change clothes shall be provided by the Employer. It shall be heated in the winter and large enough to accommodate employees and their tools.

CHANGE OF HEADQUARTERS

Section 4.08 Wages and the regular straight time rate shall be paid by the Employer to employees for traveling time when transferred from one job site to another job site during the 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 twenty-eight (\$.28) cents per road map miles, to all employees involved.

SHIFT WORK

Section 4.09 When so elected by the Contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours worked. Workmen on the "swing shift" shall receive eight hours pay at the regular hourly rate plus 10%. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular rate plus 15%. A lunch period of thirty minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

TRANSPORTATION

Section 4.10 The Employer will arrange transportation for employees required to move company equipment to enable them to pick up their personal cars. Such transportation will be to the point from which the crew moved and travel arrangements will be made as soon as possible after such crew move.

NOTICE OF TRANSFER

Section 4.11 The Employer agrees whenever possible to notify employees forty-eight hours in advance of any transfer to another job headquarters. The forty-eight hours shall not include Saturdays, Sundays or holidays. When such notice is not possible, the Employer will reimburse employees for lodging money paid in advance and not refunded because of such short notice.

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 dollars (\$20.00) 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.

UNION STEWARD

Section 4.13 The Local Union may appoint a Steward on each job. The foreman shall give the steward any information pertaining to the welfare of the Local Union and shall be allowed reasonable time on the job to make out his reports. The Local Union will notify the Employer of all crew Steward appointments.

Section 4.14 The crew Steward shall be the last person, next to the foreman to be laid off prior to a work completion if equally qualified to perform the remaining job. He shall also be present on all overtime work performed by his crew if he is equally qualified to do the work. Before a Steward is laid off or transferred, the Local Union Business Manager or his representative shall be notified.

NOTICE OF LAYOFF

Section 4.15 When an employee is layed off and has lodging costs that cannot be recouped, the employer will pay reimbursement for up to two (2) days.

Upon being laid off, the employee or employees shall be paid all money due them. If an employee is fired, he shall be paid all money due him; and in the event the employee is not paid all money due him, he shall receive pay at the regular rate until payment is made, not to exceed eight hours per day Monday through Friday, excluding Saturday, Sunday and holidays. If an employee is terminated because of incompetence, the Employer shall so notify the involved employee in writing. When an employee is terminated for any reason, the Employer shall complete a termination report furnished by the Local Union -- one copy for the employee, one copy for the Employer and one copy for the Local Union.

INSTALLATION AND CUT OVERS

Section 4.16 Any employee supervising a crew on installation or cut over work shall be paid the applicable foreman's rate. This shall not apply to a Journeyman installer repairman who has a trainee with less than 45 days' experience riding with him. A crew shall consist of not less than two men nor more than eight.

TOOLS

Section 4.17 Each employee shall be required to provide themselves with certain tools. A list of those tools required to be supplied by each employee is attached to this Agreement as Appendix C.

EMPLOYER TOOLS AND EQUIPMENT

Section 4.18 The Employer is to furnish all other tools and equipment to safely do the work required.

PAYDAY

Section 4.19 Employees shall be paid weekly not later than quitting time Friday night, and not more than one week wages may be withheld at any time.

Section 4.20 Employer will furnish envelopes with the necessary postage for the mailing of time and expense sheets by the employees at the job site to an office location designated by the Employer. These envelopes are to be provided to the employees in such timely fashion to allow for compliance with Section 4.19 of this Agreement.

ARTICLE V

WAGES AND FRINGE BENEFITS

Section 5.01 Each International Vice President shall in conjunction with the appropriate Local Union(s) negotiate the minimum wage rate and fringe benefits for each classification, and attach them as Appendix D. The basic classifications are Foreman, Cable Splicer, Central Office Person, Teledata Technician I, installer Repairman, Teledata Technician II -- Winch Truck Driver, Equipment Operator, Driver, Groundman I, Groundman II.

Section 5.02 Health & Welfare will be LINECO or equivalent benefits.

The Employer shall also be obligated to comply with the Trust Fund Rules and Regulations for the Funds listed in Appendix D of this Agreement.

ARTICLE VI

APPRENTICESHIP AND TRAINING

Section 6.01 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 into each area agreement: The current approved Teledata Area Training Agreement between the Employer(s) and/or _____ Chapter, NECA and the (several) local union(s) 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.

ARTICLE VII

NATIONAL ELECTRICAL BENEFIT FUND

Section 7.01 It is agreed that in accord with the National Employees Benefit Agreement entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, that unless authorized otherwise by the National Employees Benefit Board the individual Employer will forward monthly to the designated Local Secretary-Treasurer an amount equal to 3% of his gross monthly labor payroll, which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the National Board. The payment shall be made by check or draft and shall constitute a debt due and owing to the National Board on the last day of each calendar month, which may be recovered by suit initiated by the National Board or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local Secretary-Treasurer not later than fifteen calendar days following the end of the calendar month.

Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two hours' notice in writing being served by the Local Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Local Secretary-Treasurer.

The failure of an individual Employer to comply with the applicable provisions of the National Employees Benefit Agreement shall also constitute a breach of this Labor Agreement.

Section 7.02(a) The failure of an individual Employer to comply with the provisions of Sections 7.01 and 5.01 shall also constitute a breach of this Labor Agreement, if so determined through the Grievance Dispute Procedure in Article I, Section 1.05. Upon such a determination the Employer must then pay into the affected Joint Trust Funds established under this Agreement any delinquent contributions to such funds which may have resulted in the violation.

(b) If, as a result of violations of this section, it is necessary for the local union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with sub-section (a) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Local Union and/or fund trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

ARTICLE VIII

INDUSTRY FUND

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

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

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

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

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

Section 8.02 In accordance with Orders issued by the United States District Court of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, § 8.01 shall not bind the employer to make any payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

ARTICLE IX

Section 9.01 The Employer agrees that any job site work, of any kind, which it (or any of its subcontractors) performs in the construction industry anywhere in the United States, shall be performed by the employer or its subcontractors only under an agreement with the appropriate IBEW local union having jurisdiction in the area where the work is to be performed.

SAVINGS 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.

SIGNED

SIGNED

(NAME OF EMPLOYER OR ASSOCIATION) FOR THE UNION

HENKELS & McCOY, INC.

BY Paul M. Henkels

Paul M. Henkels

TITLE Chairman

J. J. Barry

TITLE _____

DATE February 13, 1995