

# INSIDE (BASIC) AGREEMENT

February 1, 2017 Through May 31, 2020

By and Between

**IBEW LOCAL UNION NO. 96**

and

**CENTRAL MASS. CHAPTER NECA INCORPORATED**

This Inside Basic Agreement is by and between the Worcester Division, Central Mass. Chapter, NECA Incorporated and IBEW Local Union No. 96.

It shall apply to All Firms who sign a Letter of Assent to be bound by terms of this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Worcester Division, Central Mass. Chapter, NECA Incorporated and the term "Union" shall mean Local Union No. 96, IBEW.

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

## BASIC PRINCIPLES

The Employers 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 Employers, the Union, and the Public. Progress in the industry demands a mutuality of confidence between the Employers and the Union. All will benefit by a continuous peace and adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreement herein contained, the parties hereto agree as follows:

## SCOPE OF WORK

This agreement shall cover, but not be limited to, all electrical related work covered by Massachusetts General Laws and Regulations inclusive of the installation, repair, testing, inspection, and maintenance of wires, conduits, apparatus, devices, fixtures, or other appliances designed and constructed for the permanent, or temporary, utilization, conductance, storage, distribution, or control of electricity and/or light energy as covered by the Massachusetts Electrical Code. The geographic jurisdiction shall be inclusive of all public and private property and waterways, both above and below ground, located within the boundaries of Section 4.08 of this agreement.

In addition, the following work shall be performed under the terms of this agreement:

- (a) **Wiring and Apparatus** – The installation, maintenance, relocation, repair and removal of all permanent, and temporary, power wiring and apparatus including, but not limited to, switchboards, cabinets, junction boxes, man-holes, hand-holes, disconnects, transformers, raceways, cable trays (electrical, communications, control and/or alarm), supporting apparatus, pumps, fans, motors, generators, power cells, light fixtures, power receptacles, heaters, heat trace, welders, fire-warning, life-safety, and all electric powered hoists, cranes, and material handling equipment shall be covered by this agreement.
- (b) **Power Equipment** – The operation of any and all power equipment necessary to install electrical wiring and apparatus shall be performed by qualified workmen under the terms of this agreement. Installation, erection, maintenance and repair work, including the moving, lifting and placing of electrical motors, generators, material, equipment and equipment on the job site, or in the shop, shall be performed by workmen covered under the terms of this agreement. This shall be understood that any and all power equipment necessary to move, handle, and install said electrical equipment shall be operated by workmen who are covered under the terms of this agreement.
- (c) **Welding** – All welding associated with the work covered by the scope of this agreement shall be performed by qualified workmen covered under the terms of this agreement.
- (d) **Traffic Signals, Street Lighting & Power, and Intelligent Transportation Systems Located in Public Ways** All electrical work associated with the installation, maintenance, renovation, repair or removal of traffic signaling, street lighting, power systems, and intelligent transportation systems located above and below grade, on bridges, in tunnels, or within general public ways or easements shall be performed by workmen under the terms of this agreement.

Traffic Signaling work shall be understood as electrical work that is associated with the safe control of vehicular and pedestrian traffic along public streets and walkways, and work which may fall under or outside of the Massachusetts Laws and Regulations directed at state licensed electricians.

Street Lighting and Power shall be understood as electrical work that is associated with the lighting and powering of public streets, walkways, tunnels, bridges, shelters, and facilities which may fall under or outside of the Massachusetts Laws and Regulations governing licensed electrical work.

Intelligent Transportation System work shall include all systems and components to control, monitor, and communicate with pedestrian or vehicular traffic, including, but not limited to, the installation, maintenance, modification, repair, or removal of all fiber optic video systems, fiber optic data systems, direct interconnect communications systems, microwave data video systems, microwave detection systems, infrared and sonic detection systems, solar powered systems, highway advisory radio systems, highway weight and motion systems, loop sensors, and any newly developed monitoring and communication systems.

- (e) **Fire Alarm, Life Safety, Property Protection, and Access Control Systems** – This agreement shall cover the installation, programming, maintenance, testing and repair of systems designed to protect people and property, and/or control and monitor access, when those systems are electrically powered and utilize electrical energy, radio signals, digital signals or light signals to interconnect system components to provide system status, notification of adverse conditions, or allow property access.
- (f) **Renewable / Alternative Energy Systems** – This agreement shall cover all work and labor associated with the installation, operation, inspection, maintenance, repair and service of renewable and/or alternative energy-source systems including, but not limited to: solar systems, photovoltaic systems, geothermal systems, wind-generation systems, hydro-generation systems, and any other primary source electrical power generation.
- (g) **Energy Management and Climate Control Systems** - This agreement shall cover the installation, programming, maintenance, and repair of electrically powered systems which utilize electrical energy, radio signals, digital signals or light signals to monitor, adjust, control, and communicate the efficient use of energy.
- (h) **Scope Related Labor** - All labor associated with the scope of work defined above including but not limited to cutting; threading; drilling; coring; demolition; conduit bending and snaking; welding; fire-stopping; cable-splicing; testing; inspecting; trouble-shooting; instrument and equipment calibration; duct bank construction; base setting; pole setting; manhole and hand hole setting; stabilizing ballast handling and installation, as well as staging and material handling, shall be performed under the terms of this agreement.

## **ARTICLE I - MODIFIED CIR**

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

**SECTION 1.01.** This Agreement shall take effect **February 1, 2017**, and shall remain in effect until **May 31, 2020** unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1<sup>st</sup> through May 31<sup>st</sup> of each year, unless changed or terminated in the way later provided herein.

#### **CHANGES:**

- SECTION 1.02(a)** Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
  - (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
  - (d) In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR), either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.
  - (e) By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, may jointly, with the Union, submit the unresolved issues to the Council on Industrial Relations for adjudication. Such unresolved issues shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
  - (f) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

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

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

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

**GRIEVANCES/DISPUTES:**

**SECTION 1.05.** There shall be a Labor Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (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 (2) are unable to adjust any matter within forty-eight (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 (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

**SECTION 1.08.** Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

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

**ARTICLE II EMPLOYERS' RIGHTS – UNION'S RIGHTS**

**SECTION 2.01(a)** Certain qualifications, knowledge, experience, and proof of 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 a suitable financial status to meet payroll requirements, and employing at least one journeyman who is not a member of the firm.

(b) When the Employer has no permanent shop located in the jurisdiction of the Union, then under such circumstances Worcester, Massachusetts shall be considered the city in which the shop is located.

**SECTION 2.02(a)** The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except for 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.

(b) **Call Foreman by Name.** The Employer shall have the right to call a Foreman by name provided:

1. The employee has not quit his previous Employer within the past two (2) weeks.
2. 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 request, the Business Manager shall refer said Foreman provided the name appears on the highest priority group.
3. 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.

**SECTION 2.03. Employee Recall** The Employer shall be allowed to recall for employment any former employee covered by this Agreement within sixty (60) calendar days of said employee's lay-off provided that the Employer has not hired any additional manpower during the recall period, unless mutually agreed to by the parties to this Agreement. Employees may be recalled only once in a twelve (12) month period.

**SECTION 2.04.** For all employees covered by this Agreement, the Employer shall carry **Workers' Compensation Insurance** with a company authorized to do business in this State; Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed, and shall furnish satisfactory proof of such to the Union. The Employer shall also make contributions to the Massachusetts Division of Employment Security regardless of the number of employees.

The Employer agrees that there shall be no profit sharing or vacation plans made effective until the subject matter is submitted to the Local Union and approved.

**SECTION 2.05 Non-Resident Employee** 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 (4) 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 2.06.** The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

**SECTION 2.07.** Not more than one (1) member of the firm, partnership, or corporation shall be allowed to work with the tools.

1. Such person shall employ at least one (1) journeyman to work on the same job. Such working member of the firm shall be a journeyman and will not be permitted to perform work outside the regular hours, nor shall any member of a firm (Employer) act in a supervisory capacity on any job as Foreman or General Foreman. However, this shall not mean that the owner or his supervisor may not give instructions to his employees. He shall not be classified as a journeyman in the employ of the shop in the determination of the ratio of apprentices to journeymen as provided in this Agreement.

2. The Union shall have the right to request a list of all persons having a financial interest in the firm for the purpose of enforcing this Section and repeated violations shall be cause for cancellation of this Agreement, after the facts have been determined by the International President of the Union. However, nothing in this rule shall be construed as preventing any individual from making a temporary repair or adjustment when an emergency exists involving a hazard to life or property.

**SECTION 2.08.** No member of the Union shall be permitted to work under conditions involving the borrowing of workers from one (1) individual Employer by another. No Employer shall make requisition for or transfer workers from one (1) Employer to another.

**SECTION 2.09.** Contracting members of the Union, except those meeting the requirement of "Employer" as defined herein, shall not contract for any electrical work, nor shall any journeyman electrician hired in accordance with the referral procedure, nor any temporary employee, contract for any electrical work during their employment under this collective bargaining agreement.

**SECTION 2.10.** Workers shall install all electrical work in a safe workmanlike manner and in accordance with applicable Code specifications.

**SECTION 2.11.** The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

**SECTION 2.12. Union Steward.** The Employer recognizes the right of the Union to appoint a Steward at any shop or on any job where workers are employed under the terms of this Agreement. Such Stewards shall be allowed sufficient time during regular working hours to see that the terms and conditions of this Agreement are observed at his shop or on his job. Under no circumstances shall a Steward be discriminated against by any Employer because of the faithful performance of his duties as a Steward. The Steward shall be permitted to inspect the Employer's payroll as to the time and pay of any worker on the job or at the shop. Employers will notify the Local Union Business Manager two (2) working days prior to termination or transfer of a Steward.

**SECTION 2.13.** The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workmen are employed under the terms of this Agreement.

**SECTION 2.14.** This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so; but no removal shall take place until notice is first given to the Employer involved. When such removal takes place, the Union or its representative shall direct the workers 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 2.15.** The policy of the members of the Local 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 2.16.** All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the terms of this Agreement. New employees 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 the later.

**SECTION 2.17(a) Subcontracting** 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 Section 2.17(b), will be sufficient cause for the cancellation of this Agreement by the Local Union after a finding has been made by the International President of the Union that such violation or annulment has occurred.

- (b) 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 construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.
- (c) All charges of violations of Section 2.17(b.) 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.

### **ARTICLE III HOURS – WAGES – WORKING CONDITIONS**

**SECTION 3.01.** Eight-hours work between the hours of 7:00 AM and 5:00 PM, with not more than thirty minutes for a lunch period shall constitute a workday. Forty hours within five-days; Monday through Friday inclusive; shall constitute the workweek. A work break, not to exceed ten-minutes, shall be allowed each morning with the understanding that only those workers designated by the Employer, or his agent, shall be allowed to go for refreshments and all other workers shall not leave their work station. The work break shall start when the refreshments are brought to the workstation. When the scheduled shift exceeds eight hours, a second work break, not to exceed ten minutes, shall be allowed during the second half of the shift.

**SECTION 3.02(a) Overtime/Holidays** All new construction work (with the exception of work in manufacturing plants as outlined in Section 3.02A of this Article III) performed outside of the regularly scheduled working hours on Monday through Friday and all work performed on Saturday, Sunday, and the following holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Columbus Day, Veteran's Day; Thanksgiving Day; and Christmas; shall be paid for at double the regular straight time rate of pay.

- (b) All repair and remodeling work, and all work in manufacturing plants, performed outside the regularly scheduled work hours on Monday through Friday, and all work performed on Saturday shall be paid for at one and one-half (1-1/2) times the straight time rate of pay. All work performed on Sundays and the above noted holidays shall be paid for at double the regular straight time rate of pay.
- (c) On maintenance shift work in manufacturing plants (where workers are furnished on maintenance relief, to relieve only the regular maintenance shift workers), shifts may be started at 7:00 AM to 3:30 PM at the journeyman's hourly rate of wages established in this Agreement. On shift work from 3:00 PM to 11:00 PM he, or she, shall be paid an additional five cents (\$.05) per hour above the journeyman's hourly rate established in the Agreement. On the shift from 11:00 PM to 7:00 AM he, or she, shall be paid an additional ten cents (\$.10) per hour above the journeyman's hourly rate established in this Agreement. The term "maintenance" as used in this Section shall not in any way be interpreted to mean new construction, but shall allow the ordinary maintenance work performed in manufacturing plants from time to time.

**SECTION 3.03.** No work shall be performed on Labor Day without permission of the Business Manager, except in case of an emergency.

**SECTION 3.04(a)** The hourly rate of wages shall be:

<b>HOURLY WAGE RATES FOR:</b>	<b><u>RESPECTIVE EFFECTIVE DATES</u></b>					
	<b><u>2/1/2017</u></b>	<b><u>6/1/2017</u></b>	<b><u>12/1/2017</u></b>	<b><u>6/1/2018</u></b>	<b><u>12/1/2018</u></b>	<b><u>6/1/2019</u></b>
Journeyman	\$ 41.07	\$ 41.97	\$ 42.32	\$ 43.27	\$ 43.52	\$ 45.52
Crew Leader	\$ 43.12	\$ 44.07	\$ 44.44	\$ 45.43	\$ 45.70	\$ 47.80
Foreman	\$ 45.18	\$ 46.17	\$ 46.55	\$ 47.60	\$ 47.87	\$ 50.07
General Foreman	\$ 49.70	\$ 50.79	\$ 51.21	\$ 52.36	\$ 52.66	\$ 55.08
Project Foreman	\$ 51.96	\$ 53.10	\$ 53.53	\$ 54.74	\$ 55.05	\$ 57.58

**APPRENTICES** – Apprentices shall receive, based upon their hours of employment, the applicable percentage rate of the journeyman’s hourly rate in accordance with the following schedule:

<b><u>HOURS OF EMPLOYMENT</u></b>	<b><u>HOURLY RATE OF WAGES BASED UPON</u></b>
0 to 999 HRS	40 % of journeyman’s hourly wage rate
1,000 to 1,999 HRS	43 % of journeyman’s hourly wage rate
2,000 to 3,499 HRS	48 % of journeyman’s hourly wage rate
3,500 to 4,999 HRS	55 % of journeyman’s hourly wage rate
5,000 to 6,499 HRS	65 % of journeyman’s hourly wage rate
6,500 to 8,000 HRS	80 % of journeyman’s hourly wage rate

**SECTION 3.04(b)** Wages shall be paid in cash, or by check, weekly not later than quitting time on Friday, on the job site, or by U.S. Mail provided the individual employee has, in writing, authorized payment in this manner, and not more than three (3) days’ wages, exclusive of Saturdays, Sundays and holidays, may be withheld at any time. All payroll checks shall be drawn on a local bank that has reasonable office hours open to the public.

Any worker laid-off or discharged shall be paid his wages immediately. In the event he is not paid-off, waiting time at the regular straight time rate shall be charged until payment is made but waiting time shall not exceed eight (8) hours in any one twenty-four (24) hour period.

Whenever there is a termination of employment, the employee shall receive a termination slip from the employer, which lists the nature of the termination and a signature of a duly authorized representative of the employer. This slip shall be issued to the employee within 2 business days from the date of employment termination.

The Employer shall furnish a timely and accurate monthly payroll report to Local Union 96 via a format approved by the Local Union which lists all employees’ names, and clearly breaks down every employee’s classification, hourly wage rate, straight-time hours worked, overtime hours worked, gross wages paid, employer-paid benefit contributions and expenses, and payroll deductions.

**SECTION 3.05. Notice of Layoff** Any worker reporting for work and being laid-off, not having been notified the previous day of such lay-off, shall receive not less than one-hour’s wages in order to gather his tools and personal belongings and shall be paid-off in full immediately. In the event the worker is not paid-off, waiting time at the regular rate shall be charged until payment is made in accordance with Article III Section 3.04(a) of this Agreement.

**SECTION 3.06.** No traveling time shall be paid before or after working hours to workers for traveling to or from any job in the jurisdiction of IBEW Local 96 when workers are ordered to report on the job.

**SECTION 3.07. Travel** The Employer shall pay all bus fare, furnish transportation, or reimburse the employee at the applicable mileage rate as last posted by the Internal Revenue Service when he is using his own car from shop to job, from job to job, and from job to shop within the jurisdiction of the Union on jobbing work of eight (8) hours or less.

**SECTION 3.08.** No worker shall be required to furnish his own car unless he consents thereto and no worker shall be allowed to carry any material, ladders and other equipment in his own car which may damage said car nor shall he be required to mount pipe racks or ski racks on the side or top of his car.

**SECTION 3.09(a)** When workers are sent to a job, which requires them to remain away from home overnight, they shall be reimbursed for all traveling expenses plus room and board. Room and board shall be reimbursed at a rate equal to the reasonable

cost of meals and accommodations for the area in which the work is performed. The reimbursement rate shall be pre-approved by the employer prior to the start of work.

(b) When employees, at the direction of the Employer, are working outside the jurisdiction of Local 96, they shall be compensated for travel as follows:

<u>ZONE</u>	<u>DISTANCE FROM BORDER OF LOCAL 96 JURISDICTION</u>	<u>COMPENSATION AMOUNT (per day)</u>
1	Up to 15 miles	\$10.00 per day
2	16 – 40 miles	\$20.00 per day
3	41 – 60 miles	\$25.00 per day
4	61 – 80 miles	\$30.00 per day

It is understood that when workmen are traveling to and from the job daily, they shall be on the job from 7:00 A.M. or the starting time of the job and they shall remain on the job until 3:30 P.M. or job quitting time.

**SECTION 3.10. Working Dues** Upon receipt of a written authorization, the Employer agrees to deduct and forward the additional working dues from the pay of each IBEW member to the Financial Secretary of the Local Union. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

**SECTION 3.11. Foreman shall be appointed in accordance with the following schedule on all jobs:**

<u>NO. OF WORKERS</u>	<u>PROJECT FOREMEN</u>	<u>GENERAL FOREMEN</u>	<u>FOREMEN</u>	<u>CREW LEADERS</u>	<u>ACTUAL WORKERS</u>
1 – 2					1 – 2
3				1	2
4 – 9			1		3 – 8
10 – 18			2		8 – 16
19 – 27		1	2		16 – 24
28 – 36	1	1	3		23 – 31

**For each additional eight (8) workers or part thereof, there shall be an additional foreman.**

Foremen shall receive the rate of pay as foremen from the start of the job until it is completed, where the job is sufficient size to require four (4) more workers during the major part of the construction.

A foreman shall not supervise more than eight (8) workers and shall not work with the tools when he has eight (8) workers under his supervision.

**SECTION 3.12.** On jobs having a foreman, workers are not to take directions or orders, or accept the layout of any job, from anyone except the foreman.

**SECTION 3.13.** A foreman can act in such capacity on only one (1) job at a time.

**SECTION 3.14.** All workers shall report on the job, ready for work, at 7:00 AM within the jurisdiction of the Local Union, and when ordered to report to the Employer’s shop for orders or stock, they shall report at 7:00 AM. When requested, journeymen shall anticipate the stock requirements for the following day and shall phone orders for stock before 2:30 PM.

**SECTION 3.15.** All overtime on a job, or at a shop, shall be equally and impartially divided among the workers on the job or at the shop.

**SECTION 3.16. Shift Work** When so elected by the contractor, multiple shifts of at least five days’ duration may be worked. When two (2) or three (3) shifts are worked:

1. The first shift (day shift) shall be worked between the hours of 7:00 AM and 3:30 PM. Workers on the day shift shall receive eight (8) hours’ pay at the regular hourly rate for eight (8) hours’ work.
2. The second shift (swing shift) shall be worked between the hours of 3:30 PM and 11:30 PM. Workers on the swing shift shall receive eight (8) hours’ pay at the regular hourly rate plus ten-percent (10%) for seven and one-half (7-1/2) hours’ work.

3. The third shift (graveyard shift) shall be worked between the hours of 11:30 PM and 7:00 AM. Workers on the graveyard shift shall receive eight (8) hours' pay at the regular hourly rate plus fifteen-percent (15%) for seven (7) hours' work.
4. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1-1/2) times the "shift" hourly rate.
5. There shall be no pyramiding of overtime rates and double the straight-time rate shall be the maximum compensation for any hour worked.
6. There shall be no requirement for the day shift when either the second or third shift is worked.

**SECTION 3.17 110 Volts and Over** On all energized circuits or equipment carrying 110 volts or over, as a safety measure, two (2) or more journeymen must work together. All applicable safety laws shall be complied with on all jobs.

**SECTION 3.18(a) Height Work** On all jobs where workers are required to work on scaffolds, hanging scaffolds; except full scaffolding or temporary floors; boatswain's chairs or ladders; etc. at a height of fifty feet (50') or more from the ground or supporting structure, or are required to work on or in stacks, towers, or fixed structures at a distance of sixty feet (60') to ninety feet (90') from the ground or supporting structure, they shall be paid an additional twenty-five percent (25%) of their regular straight-time rate of pay.

On work ninety feet (90') from the ground or supporting structure, they shall be paid at the rate of one and one-half (1-1/2) the straight-time hourly rate. Work performed above upper floors of buildings or flat roofs shall be figured from the upper floor or roof providing same is substantially decked and workers cannot fall beyond the figure point.

**SECTION 3.18(b) Hazardous Respiratory Environments** When workers are required to work under compressed air or in areas where injurious gases, dusts, fumes, or chemicals are present in amounts necessitating use of gas masks or respirators, or where protective clothing or gear are required to be worn for these hazards as defined by OSHA Standards (29 **CFR PART** 1926), these workers shall be paid an additional twenty-five percent (25%) of their regular straight-time rate of pay. Under no circumstances shall a first-year or second-year apprentice be permitted to perform work under condition of this paragraph or the (2) previous paragraphs.

No workers shall be forced to work in an area where they could be harmed by epoxy-based paints or adhesives.

**SECTION 3.19. Welding** Any employee who is required to do welding on the job site, or in the shop, shall receive ten percent (10%) per hour above the applicable journeyman wage rate. This adjusted rate shall apply for a minimum of four (4) hours when work associated with welding operations is limited during the daily shift. The Employer shall provide all welding related tools, equipment, and safety gear.

**SECTION 3.20 (a) Shafts, Tunnels, Subways** Hours of work per shift shall conform to all applicable State and Federal rules and regulations for Tunnels, Shafts, and Subways, and for work under compressed air. However, not less than eight (8) hours pay each day shall be paid.

All overtime work after the regular shift shall be at the double time rate, except when shift work for shafts, tunnels and subways is scheduled on four (4) consecutive Saturdays, the rate shall be time and one-half (1-1/2). Sundays and holidays shall be at the double-time rate.

If an employee is called in for emergency work or extra duty, they shall be paid no less than a day's pay for the work.

- (b) 1. All employees assigned to Shaft, Tunnel, or Subway jobs or projects shall receive twenty-five percent (25%) per hour above the applicable journeyman rate as established in the collective bargaining agreement for all hours worked, adjusted to the nearest five (\$.05) cents. This rate shall apply to all work performed in conjunction with the operation and construction of a shaft, tunnel, or subway job or project.
2. There shall be a journeyman wireman topside at all times.
3. Where a heading or tunnel is 1,500 feet or more long, it shall require two (2) journeymen-wiremen to work in pairs at all times.
4. Journeymen-wiremen will receive a sixteen (16) hour break before shifts or shall be paid at the rate of double-time for working such additional shifts.
5. The Employer shall provide all workers working under this section with a change room, including showers, sinks, toilets and at least two (2) lockers per worker.
6. Two (2) journeymen are to work in pairs on all tunnel boring machines and concrete equipment in the tunnel.



- (c) 1. Regular shifts in atmosphere of compressed air may be set up to meet job requirements in the following manner: five (5) consecutive days, Monday through Friday, eight (8) hours per day shall constitute a shift.
- 2. The rate of pay for journeymen working under compressed air in excess of five (5) pounds above normal atmospheric pressure shall be time and one-half (1- ½).
- 3. If an employee works one (1) hour under pressure, he shall be paid the same rate for the remainder of the shift.

(d) This section does not apply to existing subways, subway stations or jobs using an open-cut method.

(e) **110 Volts and Over** On all energized circuits or equipment on shafts or tunnel projects carrying 110 volts or over, as a safety measure, two (2) or more journeymen must work together. When more than one (1) shift is in operation, there shall be at least two (2) journeymen in each heading and one (1) journeyman on top at each shaft where electrical construction work is being performed to maintain electrical equipment and temporary lighting. All standard safety laws shall be complied with on jobs where employees are required to work in shaft and tunnel projects.

**SECTION 3.21.** The work of installing, maintaining, connecting, shifting or repairing of all wiring for temporary lighting, heat and power and the maintenance of pumps, fans, blowers, and other electrical equipment in new buildings in the course of construction, old buildings undergoing alterations, subways, tunnels, and bridges under construction, shall be performed by workers employed under the terms of this Agreement.

**SECTION 3.22.** 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 orders of the Employer or the Employer’s representative. Employers shall notify the Union of workers who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision.

**SECTION 3.23.** Each journeyman shall furnish the conventional kit of hand tools necessary to perform his classification of work. Below are listed the minimum tools required for employment.

**Journeyman and 5<sup>th</sup> year apprentices shall report to work with the following tools in “A-1” condition:**

- |   |  |                           |
|---|--|---------------------------|
| 1. Toolbox or canvas bag  | 11. Center punch                         | 24. Crescent wrench       |
| 2. Latest Code Book including supplements   | 12. Hacksaw frame                        | 25. Roto-splitter         |
| 3. 16’ – 25’ steel tape   | 13. 3/8 drive socket set (3/8” to 3/4”)  | 26. Flashlight            |
| 4. Electrician’s knife  | 14. Compass saw                          | 27. Small file            |
| 5. 6’ rule  | 15. Wood chisel                          | 28. Chalk line            |
| 6. 8” or 9” side cutting pliers   | 16. Cold chisel                          | 29. Pencil                |
| 7. Long-nosed pliers  | 17. Small pouch-type level               | 30. Claw hammer           |
| 8. Channel lock pliers (2 pairs)  | 18. Adjustable square                    | 31. Set of Allen wrenches |
| 9. Diagonal cutting pliers (6”)   | 19. Awl                                  | 32. Plumb bob             |
| 10. Complete set of screw-drivers from “stubby” to 10” (Regular & Philips styles) | 20. Voltage tester (solenoid type-600 V) |                           |
|   | 21. Romex stripper                       |                           |
|   | 22. Set of tap handles                   |                           |
|   | 23. Fuse pullers                         |                           |

**Below is listed the tool requirements for all those who are working in their 1<sup>st</sup> year of apprenticeship:**

- |                        |                                  |
|------------------------|----------------------------------|
| 1. Hammer              | 5. 8” or 9” cutting pliers       |
| 2. Electrician’s knife | 6. Channel lock pliers (2 pairs) |
| 3. 6’ rule             | 7. Set of screw drivers          |
| 4. Pencil              | 8. Hacksaw frame                 |

**Below is listed the tool requirements for all those who are working in their 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> years of apprenticeship:**

- |                                  |                        |
|----------------------------------|------------------------|
| 1. Hammer                        | 8. Center Punch        |
| 2. Electrician’s knife           | 9. Hacksaw frame       |
| 3. 6’ rule                       | 10. Compass saw        |
| 4. Pencil                        | 11. Level – pouch type |
| 5. Cutting pliers                | 12. Plumb bob          |
| 6. Channel lock pliers (2 pairs) | 13. Adjustable square  |
| 7. Set of screw drivers          |                        |

**SECTION 3.24.** The Employer shall furnish all other necessary tools or equipment. Workers will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary locker, toolboxes, or other safe places for storage.

**SECTION 3.25** Drinking water will be provided on all job locations by the employer if it is not provided by the owner or general contractor.

**SECTION 3.26.** The Employer shall furnish heated Break/ Lunch Room Trailers on Solar Projects 500 kw or larger.

## **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 interest 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 obligations 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 IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship & Training Committee, AND who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

Group 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 (4) 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 (2) 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 (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

**Group IV.** All applicants for employment who have worked at the trade for more than one (1) 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 forty-eight (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 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: **MIDDLESEX COUNTY townships:** Ashby, Ashland, Ayer, Devens, Groton, Hopkinton, Hudson, Marlborough, Pepperell, Shirley, Stow and

Townsend; **WORCESTER COUNTY townships (excluding Warren):** Ashburnham, Athol, Auburn, Barre, Berlin, Blackstone, Bolton, Boylston, Brookfield, Charlton, Clinton, Douglas, Dudley, East Brookfield, Fitchburg, Gardner, Grafton, Hardwick, Harvard, Holden, Hopedale, Hubbardston, Lancaster, Leicester, Leominster, Lunenburg, Mendon, Milford, Millbury, Millville, New Braintree, Northborough, Northbridge, North Brookfield, Oakham, Oxford, Paxton, Petersham, Phillipston, Princeton, Royalston, Rutland, Shrewsbury, Southborough, Southbridge, Spencer, Sterling, Sturbridge, Sutton, Templeton, Upton, Uxbridge, Webster, Westborough, West Boylston, West Brookfield, Westminster, Winchendon, and Worcester.

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 (1) 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. 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 the procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time from examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) 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.

**SECTION 4.12.** An applicant who is hired and who receives, through no fault of his own, work for forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his GROUP.

**SECTION 4.13. (a)** Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "Out-of-Work List", and then referring applicants in the same manner successively from the "Out-of-Work List" in GROUP II, then GROUP III and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

**SECTION 4.13. (b) Repeated Discharge** 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 4.14.** The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b) The age ratio clause in the Agreement calls for 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 4.15.** An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

**SECTION 4.16.** 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 Section 4.04 through 4.14 of this 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 to modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

**SECTION 4.17.** A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during the normal business hours.

**SECTION 4.18.** A copy of the Referral Procedure set forth in this Agreement shall be posted on the respective bulletin boards in the office of the Local Union and in the offices of the Employers who are parties to this Agreement.

**SECTION 4.19.** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

**SECTION 4.20. Reverse Lay-Off** When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

- (a) Temporary employees, if any are employed, shall be laid off first. 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 those in GROUP I.
- (b) Paragraph (a) will not apply as long as the special skills requirement, as provided for in Section 4.14 (a), is required.
- (c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in the supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted into the appropriate GROUP in paragraph (a) above.

## **ARTICLE V TRAINING**

**SECTION 5.01.** There shall be a local **Joint Apprenticeship & Training Committee (JATC)** consisting of a total of either six (6) or eight (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 journeyman, 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 three-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 telecommunications 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 qualifications, 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 sometime in the future, but no sooner than two (2) 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 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 qualifications 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 they 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.

<b>Number of Journeymen</b>	<b><u>RATIO</u> Maximum Number of Apprentices/Unindentured</b>
1 to 3	2
4 to 6	4
7 to 9	6
10 to 12	8
13 to 15	10
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 Journeyman-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 rate of contribution shall be:

<b>February 1, 2017</b>	<b>to</b>	<b>May 31, 2017</b>	-	<b>\$.50 (cents) per hour for each hour worked.</b>
<b>June 1, 2017</b>	<b>to</b>	<b>May 31, 2018</b>	-	<b>\$.55 (cents) per hour for each hour worked.</b>
<b>June 1, 2018</b>	<b>To</b>	<b>May 31, 2020</b>	-	<b>\$.60 (cents) per hour for each hour worked.</b>

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 – CONTRIBUTIONS**

**SECTION 6.01. N.E.B.F.** 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 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 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 paid to the appropriate local collection agent.

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

**SECTION 6.02. Health & Welfare Fund, IBEW Local 96** The Employer agrees to contribute to the Health & Welfare Fund, IBEW Local 96 for all workers covered by this Agreement the following contribution amount for each hour worked:

<b>Respective Effective Dates</b>					
<b>2/1/2017</b>	<b>6/1/2017</b>	<b>12/1/2017</b>	<b>6/1/2018</b>	<b>12/1/2018</b>	<b>6/1/2019</b>
\$ 9.16	\$ 9.43	\$ 9.57	\$9.82	\$10.07	\$10.07

This Fund is to be administered by a Board of Trustees appointed by the parties to this Agreement under a legally approved Trust Agreement.

All payments to the Health & Welfare Fund IBEW Local 96 are due monthly no later than the fifteenth (15<sup>th</sup>) of the month following the incurring of the obligation. Employers who are delinquent in their payments, as per the aforementioned rules, regulations, policies and procedures, shall be subject to the termination of this Agreement after two (2) days' written notice is served by the Union; Saturdays, Sundays and holidays excepted; provided the Employer fails to produce substantial proof that the delinquent payments have been made.

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Health & Welfare Fund IBEW Local 96, and agrees to abide by all rules, regulations, policies and procedures of the Fund and its Trustees, as created and amended, and whether implemented now or sometime in the future. The Employer agrees to make all required contributions, submit required reports, and submit to requested audits of relevant financial books and records in a timely and complete manner as prescribed by the Fund's trustees in their rules, regulations, policies and procedures, including but not limited to the Fund's Collection Policy. The Employer further agrees to submit contributions and reports (showing names, identification numbers, hours worked and amounts due) for all workers, including traveling workers, covered by this Agreement to the administrative office/Contract Administrator for the Health & Welfare Fund IBEW Local 96 no later than the fifteenth day of the month following the month in which the hours are worked.

**SECTION 6.03. PENSION FUND LOCAL 96-IBEW** The Employer agrees to contribute to the Pension Fund Local 96-IBEW for all workers covered by this Agreement the following contribution amount for each hour worked:

RESPECTIVE EFFECTIVE DATES					
2/1/2017	6/1/2017	12/1/2017	6/1/2018	12/1/2018	6/1/2019
\$ 8.67	\$ 8.67	\$ 8.67	\$ 8.92	\$ 8.92	\$8.92

**Apprentices' – Pension hourly contribution** amounts shall commence upon completion of 1,999 hours of employment and completion of the first year of the apprenticeship program.

This Fund is to be administered by a Board of Trustees appointed by the parties to this Agreement under a legally approved Trust Agreement.

All payments to the Pension Fund Local 96-IBEW are due monthly no later than the fifteenth (15<sup>th</sup>) of the month following the incurring of the obligation.

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Pension Fund Local 96 – IBEW, and agrees to abide by all rules, regulations, policies and procedures of the Fund and its Trustees, as created and amended, and whether implemented now or sometime in the future. The Employer agrees to make all required contributions, submit required reports, and submit to requested audits of relevant financial books and records in a timely and complete manner as prescribed by the Fund's trustees in their rules, regulations, policies and procedures, including but not limited to the Fund's Collection Policy. The Employer further agrees to submit contributions and reports (showing names, identification numbers, hours worked and amounts due) for all workers, including traveling workers, covered by this Agreement to the administrative office/Contract Administrator for the Pension Fund Local 96 – IBEW no later than the fifteenth day of the month following the month in which the hours are worked.

Employers who are delinquent in their payments, as per the aforementioned rules, regulations, policies and procedures, shall be subject to the termination of this Agreement after two (2) days' written notice is served by the Union; Saturdays, Sundays and holidays excepted; provided the Employer fails to produce substantial proof that the delinquent payments have been made.

**SECTION 6.04. ANNUITY FUND IBEW LOCAL 96** The Employer agrees to contribute to the Annuity Fund IBEW Local 96 an amount equal to eleven-percent (11% to the nearest penny) of the effective journeyman hourly rate of pay for each hour worked for all workers covered by this Agreement, excluding apprentices.

This hourly contribution amount will be compounded for overtime hours as follows: For "time-and-one half" overtime hours, the compounded hourly amount to be contributed will equal one and one-half times the hourly base contribution amount. For "double-time" overtime hours, the compounded hourly amount to be contributed will equal two times the hourly base contribution amount.

**Apprentices' – Annuity hourly contribution** amounts are percentage contributions that parallel the apprentices' wage percentages. When the apprentice works overtime hours, the Annuity amount contributed for those hours will be based upon the percentage of the applicable compounded Annuity contribution.

**For all apprentices indentured after June 1, 1989**, Employer contributions to the Annuity Fund IBEW Local 96 shall commence upon completion of 1,999 hours of employment and completion of the first year of the apprenticeship program. Annuity contributions shall be based upon the applicable apprentice’s wage percentage for each hour worked, accordingly compounded for overtime hours, in accordance with the following schedule:

<u>HOURS OF EMPLOYMENT</u>	<u>ANNUITY HOURLY CONTRIBUTION BASED UPON</u>
0,000 to 0,999 hrs	Contribution rate not applicable
1,000 to 1,999 hrs	Contribution rate not applicable
2,000 to 3,499 hrs	48% of prevailing Annuity Contribution
3,500 to 4,999 hrs	55% of prevailing Annuity Contribution
5,000 to 6,499 hrs	65% of prevailing Annuity Contribution
6,500 to 8,000 hrs	80% of prevailing Annuity Contribution

All payments to the Annuity Fund IBEW Local 96 are due monthly no later than the fifteenth (15<sup>th</sup>) of the month following the incurring of the obligation.

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Annuity Fund IBEW Local 96, and agrees to abide by all rules, regulations, policies and procedures of the Fund and its Trustees, as created and amended, and whether implemented now or sometime in the future. The Employer agrees to make all required contributions, submit required reports, and submit to requested audits of relevant financial books and records in a timely and complete manner as prescribed by the Fund’s trustees in their rules, regulations, policies and procedures, including but not limited to the Fund’s Collection Policy. The Employer further agrees to submit contributions and reports (showing names, identification numbers, hours worked and amounts due) for all workers, including traveling workers, covered by this Agreement to the administrative office/Contract Administrator for the Annuity Fund IBEW Local 96 no later than the fifteenth day of the month following the month in which the hours are worked.

Employers who are delinquent in their payments, as per the aforementioned rules, regulations, policies and procedures, shall be subject to the termination of this Agreement after two (2) days’ written notice is served by the Union; Saturdays, Sundays and holidays excepted; provided the Employer fails to produce substantial proof that the delinquent payments have been made.

**SECTION 6.05. COPE/PAC Deductions** Upon receipt of written voluntary authorization for payroll deduction, the Employer agrees to deduct three-cents (\$.03) per hour from IBEW employees and forward such amount to COPE/PAC headquarters. The Union will bear all costs in payroll deduction forms and such other materials as the Employer may require for such deductions.

**SECTION 6.06. Building Fund Deductions** The Employer agrees to deduct twenty-five cents (\$.25) per hour from the pay of each IBEW member and forward the amount due to the IBEW Local 96 office with the monthly payroll report. All payments to the I.B.E.W. Local 96 Building Fund are due no later than the fifteenth (15<sup>th</sup>) of the month following the incurring of the obligation.

## **ARTICLE VII NATIONAL ELECTRICAL INDUSTRY FUND**

**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 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.



## **ARTICLE VIII LOCAL LABOR MANAGEMENT COOPERATION COMMITTEE**

**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 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 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. 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 Central MA 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 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.

## **ARTICLE IX NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE**

**SECTION 9.01. National Labor Management Cooperation Committee** 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, 29U.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 includes the following:

1. To improve communication between representatives of labor and management.
2. To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness.
3. To assist Workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process.
4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry.

5. To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry.
6. To encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees.
7. To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved productions.
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 affecting their working lives.
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 Central 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.

## **ARTICLE X SAFETY**

**SECTION 10.01 (a) Joint Safety Committee** There shall be a **Joint Safety Committee** consisting of three (3) members representing the Employer and three (3) members representing the Union.

1. The Committee will act exclusively in an advisory capacity to the Employer.
2. 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 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.
3. 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.
4. Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one (1) Employer and one (1) 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 10.01 (b) Employer/Employee Responsibilities**

1. Only qualified employees shall be permitted to use powder-actuated tools.
2. 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.
3. It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

## **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 Contracting Industry, each IBEW Local Union and NECA Chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

## **ARTICLE 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.

**SECTION 12.02** Effective July 1, 2013, the parties to this Agreement have drafted and adopted a revised version of The Code of Excellence, which is called **The Standards of Excellence** and is included as **Attachment "A"** to this Agreement. It is the understanding of both parties that any mutually agreed to implementation of the "Standards of Excellence" will be done so as a client marketing tool rather than used as a framework in which to monitor, restrict, or grieve activities of either side (Labor or Management).

## **SEPARABILITY CLAUSE**

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

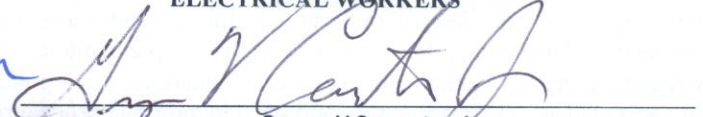
Approval of this Agreement has been given with the understanding that any section that does not conform to existing State and/or Federal laws will be corrected by the parties signatory thereto. Such changes, if any, must be reduced to writing in the form of an amendment, signed by the parties' signatory to the Agreement and forwarded in the usual manner for approval.

IN WITNESS WHEREOF, The parties have executed this Inside (Basic) Agreement by and between the Worcester Division, Central Mass. Chapter N.E.C.A. Incorporated and IBEW Local Union 96 this first day of February, 2017.

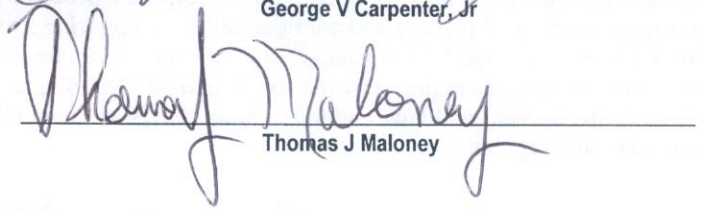
SIGNED FOR THE WORCESTER DIVISION  
CENTRAL MASS. CHAPTER,  
NATIONAL ELECTRICAL CONTRACTORS ASSN. INC.


SIGNED FOR LOCAL UNION NO. 96  
OF THE  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

  
Susan Mailman

  
George V Carpenter, Jr

  
J. David Keane

  
Thomas J Maloney

  
Matthew L Ostrow

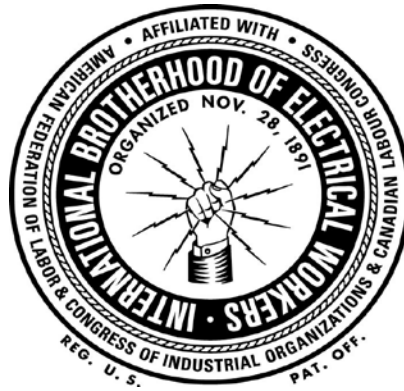
SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

**Inside (Basic) Agreement – Attachment “A”**  
*Effective July 1, 2013*

## **The STANDARDS OF EXCELLENCE**

### **Craftsmanship & Management for Customer Satisfaction**

*A Partnership Initiative between the –  
Central Massachusetts Chapter of the National Electrical Contractors Association  
&  
International Brotherhood of Electrical Workers Local Union 96*



## **Overview**

The Standards of Excellence is an initiative between the Central Massachusetts Chapter of the National Electrical Contractors Association and Local Union 96 of the International Brotherhood of Electrical Workers to provide a joint commitment to insuring high quality productive jobsites that foster stronger relationships with clients and customers.

### **The Standards of Excellence**

- **Highest Level of Safety**
- **Highest Level of Craftsmanship and Production**
- **Highest Level of Effective Management and Client Cost Control**
- **Highest Level of Attention to Client-Contractor-Employee Concerns**

The goal of the Standards of Excellence is to provide the client or customer with a first-class project built on time, under budget, and without disruptions.

The Standards of Excellence will assist in instilling client conscious craftsmanship, cost-effective management, and increased levels of safety to increase our value to the electrical construction industry.

The goal of the Standards of Excellence will be further enhanced through a teamwork approach based on positive, respectful attitudes and supply and tool attentive management.

The Standards of Excellence will be supported by Local 96 and the Central Mass. Chapter of N.E.C.A. at all levels. Local 96 Officers will assist the signatory contractors in the promotion and oversight of the Standards of Excellence.

All Union appointed Stewards will enable and assist with an open and direct line of communication concerning issues related to the union's commitment to these standards.

All Contractor Representatives and Owners will assist the Union by providing direct and immediate attention to all issues and concerns related to their responsibilities to the Standards of Excellence.

## **The Responsibilities of IBEW Local 96**

The Business Manager and Business Representatives, in partnership with the Stewards, shall assist the employers in insuring the following member responsibilities:

- All members shall adhere to the contractual starting and quitting times.
- Lunch and break times will be limited to the time allowed by the contract.
- Members shall use and care for the employer's tools in a respectful and responsible manner.

- Members shall be fit for duty, with a zero tolerance policy for substance abuse.
- Members shall be cognizant of the need for productivity and a minimal amount of idle time.
- Members shall assist in minimizing disruptions on the job.
- Members shall be respectful of the client or customer's property, and forms of destruction, defacing, and waste will not be tolerated.
- Members shall refrain from wearing clothing which may be considered offensive to a client or customer.
- Stewards shall contribute a craftsman's work ethic, which includes punctuality and productivity in an honest effort to set a productive tone for the jobsite.
- Members will carry the necessary and proper tools to meet their contractual responsibility as highly-skilled, qualified craftsmen.
- Members shall refrain from inappropriate behavior.
- Members will meet, or exceed, their contractual responsibility to utilize proper safety equipment and methods.
- Members shall refrain from soliciting funds or selling goods on all jobsites unless approved by the Business Manager.
- Members shall refrain from using personal mobile phones on the jobsite during work hours excluding breaks and lunch periods.

## **The Responsibilities of the Signatory Employers**

The signatory employers shall provide effective management and oversight to all jobsites, and as such have the following responsibilities under the Standards of Excellence:

- To address ineffective superintendents, general foremen, and foremen.
- To insure proper job layout to minimize down time.
- To insure that there are proper numbers and types of necessary tools.
- To insure proper storage for contractor and employee tools.
- To insure that there are adequate numbers of employees to perform the work efficiently, and conversely, to limit the number of employees to the work at hand, which demonstrates to the customer the efficiency of our partnership.

- To provide the necessary leadership skills for jobsite leaders to eliminate problems.
- To insure the proper types and quantities of materials are available to insure job progress.
- To insure that jobsite leaders take the necessary responsibility for mistakes created by management decisions.
- To eliminate unsafe work conditions, and insure that proper safety training, equipment, and methods are utilized.
- Prior to the commencement of all projects which will require ten or more employees working under the Inside (Basic) Agreement, a pre-job meeting shall be held to enable both the Union and the Employer to identify and discuss each other's concerns. Any unresolved issues shall be submitted to the respective district and regional representatives for both N.E.C.A. and the I.B.E.W. for advisement.

### **Methods of resolving problems through the Standards of Excellence**

It is understood that IBEW Local Union 96 and the Central Mass. Chapter – N.E.C.A. have obligations and responsibilities under the Standards of Excellence. The Local Union's role is to assist management with individual problems with its members, to insure that the Local Union's obligation to provide honest and diligent service to the employer is maintained and improved. The ultimate responsibility of managing the job falls squarely on the shoulders of contractor management.

- The Steward and Business Manager's office will communicate with members in an honest effort to correct and solve problems related to job performance when issues are submitted in writing and the issue has been directly addressed by management prior to the submittal.
- The Steward and Business Manager's office will assist in communicating issues related to overall job progress and work schedules when submitted in writing and when the issue has been addressed by management prior to the submittal.
- The N.E.C.A. office will communicate with a signatory Contractor in an honest effort to correct and solve problems related to management performance when issues are submitted in writing and the issue has been directly addressed by the Union prior to the submittal.
- The Steward and Management will endeavor to correct minor problems with individual members on the jobsite when there is a lack of clear communication between a member and direct supervision.
- If an issue is not resolved, the local union or contractor may call for a contractually established Labor-Management meeting to resolve concerns or issues as they may apply to the intent of this initiative.