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## **INSIDE TELEDATA AGREEMENT**

This Agreement made and entered into by and between Local Union No. 99, of the International Brotherhood of Electrical Workers, and Rhode Island and Southeast Massachusetts Chapter Inc. for Inside Tele-data work within the Second District, I.B.E.W.

The term "Employer" or "Company" as hereinafter used, shall mean the Rhode Island and Southeast Massachusetts Chapter Inc, NECA.

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

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

### **SCOPE**

All installation, operation, inspection, maintenance, repair and service of radio, television, video, recording voice, sound, nurse calls, emergency call, microwave and visual production and reproduction apparatus, equipment and appliances used for domestic, commercial, education and entertainment purposes; all installation and erection of equipment, fiber optics, apparatus or appliance, cables and/or wire, emergency power (batteries) and all directly related work which becomes an integral part of the telecommunication and/or telecommunications related systems repair and service maintenance work of telecommunications systems and devices including, but not limited to, Private Branch Exchanges (PBX-PABX), Key equipment and associated devices, PCM, TI, and/or telephone related system, customer-owned or employer-owned. The repair, maintenance and operation of fire alarm system. The installation, repair, maintenance and operation of hold-up alarm, burglar alarm surveillance systems. CCTV, CATV, card access, Systems RS 232 ethernet and/or any local area network system associated with computer installation.

### **WITNESSETH**

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

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

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

## ARTICLE I

### EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

Section 1.01. This Agreement shall take effect **June 1, 2015**, and shall remain in effect until **May 31, 2018** unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1, through May 31 of each year, unless changed or terminated in the way later provided herein.

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

(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) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20th day of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR), may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

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

### AMENDMENTS

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

### STATUS DURING DISPUTES

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

## LABOR-MANAGEMENT COMMITTEE

Section 1.05. There shall be a Labor Management Committee of three representing the Union and three representing the Employer(s). It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The local union shall select the union representatives and The Chapter shall select the management representatives.

## GRIEVANCES - DISPUTES

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

Section 1.07. All matters coming before the local Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

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

Section 1.09. The Council on Industrial Relations pursuant to its basic rule number XI shall appoint an interim committee to investigate each issue that has been submitted to it by the local parties for adjudication under Article 1.08 of this Agreement. The appropriate IBEW Vice President and Regional Executive Director of NECA shall be designated as the co-chairman of the committee. The co-chairman may appoint additional members to the committee not to exceed two (2) members each. The purpose of this committee shall be to review those issues that have been referred by the local parties to the Council for adjudication. The interim committee shall make recommendations to the Council on each issue that has been referred to it prior to the next regular session of Council. The interim committee may share their recommendations with the local parties for their consideration prior to the Council session.

Section 1.10. When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.11. Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing to the Labor Management Committee within 30 working days of discovery of its occurrence shall be deemed to no longer exist.

## ARTICLE II

### EMPLOYER RIGHTS - UNION RIGHTS

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

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

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

(a) His employment within the jurisdiction of I.B.E.W. Local Union 99 has not ended within the past thirty (30) days.

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

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

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

Section 2.05. The Representative of the Local Union shall be allowed access to any shop or job, at any reasonable time, where workmen are employed under the terms of this Agreement.

### UNION SECURITY

Section 2.06. All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

### BRINGING IN NON-RESIDENT WORKMEN

Section 2.07. Any signatory firm performing work within the scope of this Agreement and within the jurisdiction of any Local Union signatory hereto shall be allowed to bring in a total of eight (8) non-resident workmen into Local Union 99's jurisdiction. However, when bringing in non-resident workmen the following schedule shall be adhered to:

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

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

### UNION DUES DEDUCTIONS

Section 2.08. The Employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employers by the Local Union upon request by the Employer.

Section 2.08 (a) As of August 15, 2003 and during the term of this agreement, the employer does hereby agree to deduct **ten cents (\$.10)** per hour from each employee (IBEW members only) payable into IBEW Local Union 99 Scholarship Fund for all hours worked, provided the employee has voluntarily signed an authorization card for said deduction. The employer agrees to remit these monies to IBEW Local Union 99 Scholarship Fund in the same manner as payments to the Health and Welfare, Pension, Annuity, NEBF, JATC, PAC, Working Dues, and LMCC.

Section 2.09. The union agrees to save the Employer harmless from any action growing out of these deductions and commenced by any employee against the Employer and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Union.

### DUES DEDUCTION AUTHORIZATION

Section 2.10. I hereby authorize and direct my Employer to deduct from my pay Union membership initiation fee, dues and additional working dues in the amounts fixed in accordance with Bylaws of Local Union 99 and the Constitution of the International Brotherhood of Electrical Workers and pay same to said Local Union in accordance with the terms of the bargaining agreement between the Employers and the Union.

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

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Dept. \_\_\_\_\_

### MEMBERS CONTRACTING

Section 2.11. No applicant or employee while he remains subject to employment by Employers operating under this Agreement shall be recognized as a contractor for the performance of any Teledata work.

## BETTER TERMS AND CONDITIONS

Section 2.12. The Local Union agrees that if, during the life of this Agreement, it grants to any other Employer on work covered by this Agreement, any better terms and/or conditions than those set forth in this Agreement, such better terms and/or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.13. For all employees covered by this Agreement, the Employer shall carry workers compensation insurance with a company authorized to do business in the states our work is performed under this Agreement and such other protective insurance as may be required by the laws of these states, and he shall furnish satisfactory proof of such to the union when requested. The Employer shall also make payments to the states unemployment compensation commission for all employees covered by the terms of this Agreement and shall pay all other taxes as may be required by state and federal status.

## UNION DISCIPLINE

Section 2.14. The Local Union reserves the right to discipline its members for violation of its laws, rules and agreements.

## SUBCONTRACTING

Section 2.15. The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union, after a finding has been made by the International President or the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with Tele-data 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 Tele-data work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building will be considered material breach of this Agreement.

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

## CELL PHONES

Section 2.16 Cell Phones will not be allowed on the job during working hours. The only exception will be in cases of known or expected emergencies that the employer or his Foreman or General Foreman is made aware of and grants permission for the use of the cell phone.



## ARTICLE III

### EMPLOYMENT REFERRAL PROCEDURE

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

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

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

Section 3.04. The Local Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union; and such selection and referral shall not be affected in any way by rules, regulations bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 3.05. The Local 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.

#### INSTALLER/TECHNICIAN

GROUP I. All applicants for employment who have three (3) or more years experience in the trade, are residents of the normal commuting area constituting the normal labor market, have passed a Sound and Communication Journeyman Technician examination given by duly constituted local union of the IBEW or have been certified as a Sound and Communication Journeyman Technician by any area Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last three (3) years in the normal commuting area covered by the local union.

GROUP II. All applicants for employment who have three (3) or more years experience in the trade and who have passed a Sound and Communication Journeyman Technician examination given by a duly constituted local union of the IBEW or have been certified as a Sound and Communication Journeyman Technician by any area Joint Apprenticeship and Training Committee.

GROUP III. An applicant who has a minimum of two (2) years experience in the communication But does not meet the requirements of GROUP I or GROUP II.

GROUP IV. An applicant who does not meet the requirements of GROUPS I, II & III.

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

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

Section 3.08. Experience in the trade is defined as performing work covered by the scope of this Agreement.

Section 3.09. “Normal construction labor market” is defined to mean the geographical area as depicted in the local union agreements and attached hereto as Appendix “B” plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured.

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

Section 3.10. “Resident” means a person who has maintained his permanent home in the normal commute area of the applicable Local Union 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 3.11. “Examination” – An “Examination” shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Sound and Communication Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three (3) years experience in the trade.

Section 3.12. The Local Union shall maintain an “out of work list” which shall list the applicants within each GROUP in chronological order of the dates they register their availability for employment.

Section 3.13. An applicant who is hired and who received, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his GROUP.

Section 3.14. 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 3.15. The only exceptions which shall be allowed in this order of referral are as follows:

Section 3.15. (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.

Section 3.16. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Local NECA Chapter and a Public member appointed by both these members.

Section 3.17. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the applicable Local Union of Sections 4.04 through 4.15 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 applicable Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 3.18. A representative of the applicable local NECA Chapter designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 3.19. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the office of the applicable Local Union and in the offices of the Employers who are parties to this Agreement.

Section 3.20. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

Section 3.20 (a) The parties to this agreement realize that personal appearance, proper hygiene and appropriate attire are important to our work practices. Our customers gauge the quality of our industry by the attention shown by our appearance and appropriate attire should be worn at all times in keeping with recognized standards. Therefore, all clothing with indecent language or obscene images are prohibited, consumption of, possession of, or being under the influence of alcoholic beverages or illegal drugs during working hours or on company property or in any vehicle used for contractor business is strictly prohibited and are grounds for immediate termination.

**Section 3.21 An employer shall have the right to recall for employment any former employee that the employer has laid off, provided that:**

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

## **ARTICLE IV**

### **CRAFT WORK - HOURS OF WORK**

Section 4.01. (a) Eight hours work between 7:00 a.m. and 5:00 p.m. will constitute the work day. The employer shall be allowed to adjust the starting hours by one (1) hour to meet the written needs of the customer at the straight time rate of pay. A lunch period of thirty (30) minutes will be between the hours of 11:00 am and 1:00 pm. **One (1)** ten (10) minute coffee break, approximately two (2) hours after the start of shift, at the work station will constitute the work day. There will also be a ten, (10), minute break after approximately ten, (10), hours worked and a thirty, (30), minute break after approximately twelve, (12), hours worked. Five such days, Monday through Friday shall constitute the work week. On jobs having a start time of 7:00 am and are eight (8) hours in duration only, the employees shall leave at **3:25 pm**. If the workday is extended beyond eight (8) hours, an afternoon ten (10) minute break shall be taken.

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

Section 4.01 (c) When men are directed to report to a job and do not start work due to weather conditions, lack of materials, or other causes beyond their control, they shall receive three (3) hours pay unless notified one (1) hour before scheduled start.

Section 4.01 (d) When a holiday occurs during the regular workweek Monday through Friday, that Saturday may be worked optionally (if work is available and the employee wants to work) at the regular rate of pay.

### OVERTIME AND HOLIDAYS

Section 4.02. Work performed on Sundays and the following holidays - New Year's Day, Dr. Martin Luther King Jr. Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas day and when more than ten (10) hours are worked in one day on a new construction site, wages shall be paid at double the regular straight time rate of pay. All other overtime work shall be paid at one and one-half (1 ½) the regular straight time rate of pay.

Section 4.03. The Employer shall pay time for travel or furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, traveling time, room and board, and all other necessary expenses. Travel time shall be paid at no less than the employee's regular rate of pay.

### SHIFT WORK

Section 4.04. When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 p.m. and 1:00 a.m. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

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

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

If the parties to agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 a.m. Monday to coordinate the work with the customer's schedule. However, any such

adjustment shall last for at least five (5) consecutive days duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All over time work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1 ½) times the “shift” hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

### UNION STEWARD

Section 4.05. The Local Union may appoint a Steward on each job. The foremen shall give the Steward any information pertaining to the welfare of the Union and shall be allowed reasonable time on the job to make out his reports. The Union will notify the Employer of all crew Steward appointments.

### NOTICES OF LAYOFF

Section 4.06. When an employer lays off or discharges for cause, he shall supply the employee and the Local Union office with a “termination Slip” listing the date of termination and future status for re-hire only. This termination slip must be sent to the Local Union office within forty-eight (48) hours.

Upon being laid-off, the employee or employees shall be paid all money due them; if any employee is fired, he shall be paid all money due him. In the event an employee is not paid all money due him, he shall receive pay at the regular rate until payment is made, not to exceed eight hours per day, Monday through Friday, excluding Saturday, Sunday and Holidays.

### **REPEATED DISCHARGE:**

Section 4.06 (a). 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.

### TOOLS

Section 4.07. Each employee shall be required to provide themselves with certain tools. A list of those tools required to be supplied by each employee is attached as Appendix C.

### EMPLOYER TOOLS AND EQUIPMENT

Section 4.08. The employer is to furnish all other tools and equipment to safely do the work required.

## PAYDAY

Section 4.09 (a). Wages shall be paid weekly in cash or by payroll check on a local bank not later than quitting time on Wednesday, except when holidays incurred, payday will be no later than quitting time on Thursday, and not more than three days' wages may be withheld at that time. Any workman laid off or discharged shall be paid his wages immediately. In the event he is not paid off, as provided above, waiting time at the appropriate rate shall be charged until payment is made. In the event the employee rather than being laid off on Friday is offered to work overtime on non-business days (Saturday, Sunday, Holiday) he must be paid off no later than noon time the next business day. The employer will either pay the workman at the job site during regular working hours or allow him sufficient time during regular working hours to report to the shop to receive his pay.

Section 4.09 (b). When mutually agreed upon with the Employer, the Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union.

## ARTICLE V

### CLASSIFICATIONS, WAGES, FRINGE CONTRIBUTIONS AND DEDUCTIONS

Section 5.01. Classifications, wages and fringe contributions and deductions schedules are set forth in Appendix A of this Agreement.

## ARTICLE VI

### STANDARD TELECOMMUNICATIONS INSTALLER/TECHNICIAN APPRENTICESHIP LANGUAGE

Section 6.01. The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Telecommunications Installer/Technician Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

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

Section 6.02. Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

Subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill un-expired terms shall likewise be in writing.

The subcommittee, where one is established by the JATC, shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be considered confidential and shall be regarded as the property of the JATC and its subcommittee, where a subcommittee is properly established.

Section 6.03. The subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Local Labor Management Committee for resolution.

Section 6.04. Through the JATC may elect to establish subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

Section 6.05. All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

Section 6.06. The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all Telecommunications Installer/Technician apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job-training assignments. The JATC, or its subcommittee, shall have the authority to transfer any apprentice, as it deems necessary or appropriate.

Section 6.07. The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, unless the individual has properly reapplied for the apprenticeship program and been selected. The individual shall not be permitted to be classified as an Installer/Technician, or provided any other classification under this agreement, until two years after they should have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

Section 6.08. Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of two apprentices to one Telecommunication Installer/Technician level employee on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the two-to-one ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Section 6.09. Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than three years of related training.

Section 6.10. The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Telecommunications Installer/Technician Apprenticeship and Training Standards.

Section 6.11. The apprentice is to be under the supervision of an Installer/Technician, a Technician level employee, or a qualified supervisor, Supervision will not be a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks on order to properly develop trade skills and become proficient in the work processes associated with the trade. Installer/Technicians and Technicians are not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Installer/Technician, Technician or Supervisor is required to leave or is absent from the job.

Section 6.12. The employer shall contribute to the local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 6.13. Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Installer/Technicians to work in the jurisdiction covered by this agreement.

Section 6.14. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship and training trust agreement. The current rate of contribution as outlined in Appendix "A" of gross monthly labor payroll. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust. Beginning June 1, 2010 employers signatory to this agreement will remit one check for all funds due to "IBEW Local Union Clearing Account".

## ARTICLE VII

### PENSION NATIONAL ELECTRICAL BENEFIT FUND

Section 7.01. It is agreed that in accordance with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fail to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours notice in writing being served by



the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

Section 7.02. The Employers shall also be obligated to comply with the Trust Fund rules and Regulations for Local Union No. 99.

Section 7.03. (a) The failure of an individual Employer to comply with the provisions of Sections 6.01, 6.02, shall also constitute a breach of this Labor Agreement. As a remedy for such a violation, the Labor Management Committee and/or the Council of Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which may have resulted in the violation.

Section 7.03. (b) If, as a result of violations of this section, it is necessary for the Union and/or Trustees for the joint Trust Funds to institute court action to enforce an award rendered in accordance with sub-section (a) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountant's and attorney's fees incurred by the Union and/or fund Trustees, plus cost of the litigation, which have resulted from bringing of such court action.

#### TRUST LANGUAGE

Section 7.03 (c) IBEW Local Union No. 99's Political Action Committee. The Employer does hereby agree to deduct five cents (.05) per hour starting June 1, 1982, from each Employee (IBEW member only) payable into IBEW Local Union No. 99's P.A.C. for all hours worked provided the Employee has voluntarily signed an Authorization card for said deduction. The Employer agrees to remit these moneys to IBEW Local Union No. 99's P.A.C. in the same manner as the payments to the Health and Welfare, Pension and Annuity Fund contributions.

Section 7.03 (d) During the terms of this Agreement, this Employer shall pay into the Health and Welfare Fund of Local Union 99, International Brotherhood of Electrical Workers, the sum outlined in Appendix "A", of the gross monthly labor payroll. These payments shall be forwarded by the fifteenth day of the following month to the Local Union Office to the Trustees designated to collect these contributions, provided that this fund is properly trusted and administered in accordance with Section 302 of the Labor Management Relations Act of 1947, as amended.

These payments shall be forwarded by the fifteenth day of the following month to the Local Union office to the Trustees designated to collect these contributions, provided that this fund is properly trusted and administered in accordance with Section 302 of the Labor Management Relations Act of 1947, as amended.

Effective: June 1, 1996, the sum adjusted by the Trustees for all hours worked for all employees covered by this Agreement shall be paid into the Health and Welfare, by the Employer.

Section 7.03 (e) During the terms of this Agreement, the Employer shall pay into IBEW Local Union No. 99's Pension Trust Fund the sum outlined in Appendix "A" of the gross monthly labor payroll. Each Employer agrees to remit these moneys to Local Union No. 99's Pension Trust Fund, or their Agent, not later than the fifteenth of the following month, pursuant to a certain Declaration of Trust that shall conform to Section 302 of the Labor Management Relations Act of 1947, as amended.

Section 7.03. (f) Beginning August 15, 2003, the Employer shall pay into IBEW Local Union No. 99's Annuity Trust Fund the sum outlined in Appendix "A" of the gross monthly labor payroll. Each Employer agrees to remit these moneys to Local Union No. 99's Annuity Fund, or their Agent, not later than the fifteenth of the following month, pursuant to a certain Declaration of Trust that shall conform to Section 302 of the Labor Management Relations Act of 1947, as amended.

Section 7.03(g) Effective September 1, 2000, it is agreed that in the event that an employer is delinquent in payments to the Local Union No. 99 IBEW Health and Welfare Plan, the Local Union 99's Pension Trust Fund, the Local Union 99's Annuity Fund, the Local Union 99's IBEW JATC Trust Fund, the National Electrical Benefit Fund, the IBEW Local 99's designated Assessment Due described in Article XI of the IBEW Local 99 By-Laws for a period of fifteen (15) days, said employer shall be required to submit payments and appropriate forms on a weekly basis to the designated depository.

Section 7.03 (h) In accordance with the terms of this Agreement, if as a result of delinquency in payments by an employer or his agent to the various joint Trust Funds and it is necessary for the Union and/or Trustees of the joint Trust Funds to institute court or legal action for the recovery of the delinquent funds, the employer shall pay, in addition to the delinquent funds, interest at prime rate, accountant's and attorney's fees, court costs and any legal or filing fees.

Section 7.04. Notwithstanding the language set forth above in Sections 7.03 (d) and 7.03 (e) of the Agreement concerning mandatory Employer contributions to the Local Union No. 99 Health & Welfare Fund and Pension Fund; and notwithstanding the language set forth in Article VI of this Agreement concerning mandatory Employer contributions to the Local Union No. 99 Joint Apprenticeship and Training Committee (JATC) Fund, and to the extent permitted by applicable law, an Owner/Employee of a Contractor/Employer which is a signatory to or executes a Letter of Assent to this Agreement may opt to not participate in any one (1) or all of said Local Union No. 99 Health & Welfare, Pension, and JATC Funds if said Owner/Employee so desires. In the event the Owner/Employee opts out of such participation, his/her Contractor/Employer shall not be obligated to pay any sum of money into said Local Union No. 99 Fund on said Owner/Employee's behalf.

For the purpose of this Section 7.04., an Owner/Employee of a Contractor/Employer shall only mean a member in good standing of the Union who is a principal of an incorporated trade or business, but shall not include a partner or proprietor of an unincorporated trade or business. No other covered Employee of said Contractor/Employer may opt out of participation in the Local Union No. 99 Health & Welfare, Pension, Annuity and JATC Funds pursuant to this Section.

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

#### INDUSTRY FUND

Section 7.05. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each Local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

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

Section 7.06. In accordance with Orders issued by the United States District Court of Maryland, on October 10, 1980, in Civil Action HM-77-1302, if the undersigned Employer is not a member of the National Electrical Contractors Association, Section 8.01, shall not bind the Employer to make any payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

## **ARTICLE VIII**

### LOCAL LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)

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

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

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

Section 8.03. Each employer shall contribute 10¢ per hour worked. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Rhode Island and Southeast Massachusetts Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

## ARTICLE IX

### NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 9.01. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. § 175(a) and Section 302(c) (9) of the Labor-Management Relations Act, 29 U.S.C. § 186 (C)(9). The purpose of this Fund 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 program which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

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

Section 9.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

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

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

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

## **ARTICLE X**

### **SAFETY**

Section 10.01 There shall be a Joint Safety Committee consisting of three members representing the Employer and three members representing the Union. The Committee will act exclusively in an advisory capacity to the Employer. The duties of this Committee shall be to develop and recommend to the Employer safe work rules that are equal to or greater than the standards of Construction as established by the Occupational Safety and Health Act of 1970 or other applicable Federal or State laws. Such rules, and the other safety rules provide 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 employee.

Section 10.01 (a) It shall also be the function of this Committee to study these safe work rules and recommend their update to the Employer. This Committee shall meet when called by the Chairman or when called by a majority of the current Committee members.

Section 10.01 (b) Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Employer and one Local Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A committee member is eligible to succeed himself.

Section 10.01 (c) No employees shall be compelled to use a powder actuated tool. Only qualified employees shall be permitted to use powder actuated tools.

Section 10.01 (d) The Employer shall furnish hard hats when such are required and shall also furnish proper individual protective gear to workmen engaged in burning and welding operations.

Section 10.01 (e) It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards

Section 10.01 (f) An employee injured on the job shall be reimbursed for actual time lost while receiving medical care on the day such accident occurs. In the event such injured employee is instructed by the doctor not to return to work the day of the injury/incident, such employee shall however, be entitled to pay for that day.

Section 10.01 (g) The employee shall use the Personal Protective Equipment issued to him by the employer in the proper manner and in accordance with current OSHA regulations and N.F.P.A. 70 E.

## **ARTICLE XI**

### **SUBSTANCE ABUSE**

Section 11.01 The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

**3 YEAR AGREEMENT June 1<sup>st</sup>, 2016 through May 31<sup>st</sup>, 2017**

TELEDATA TECHNICIAN	<u>\$27.62</u>	75%	OF JOURNEYMAN WIREMAN'S RATE
GENERAL FOREMAN		20%	ABOVE TELEDATA TECHNICIAN
FOREMAN		10%	ABOVE TELEDATA TECHNICIAN

APPRENTICES H&W CALCULATED AT 27.8% OF TOTAL GROSS WAGES

**Apprentice - Trainees**

PERIOD	ELAPSED TIME	HOURS	WAGES
1 <sup>ST</sup>	N/A	800	55% of TD Rate
2 <sup>nd</sup>	N/A	1600	60% of TD Rate
3 <sup>rd</sup> *	6 MONTHS	2400	65% of TD Rate
4 <sup>th</sup>	6 MONTHS	3200	70% of TD Rate
5 <sup>th</sup>	6 MONTHS	4000	75% of TD Rate
6 <sup>th</sup>	6 MONTHS	4800	80% of TD Rate
		OVER 4800 hours	Installer Technician

\* Pension and Annuity begins

**Fringe Benefits:**

\$10.24 per hour for all hours worked-----	HEALTH & WELFARE
\$3.33 per hour for all hours worked -----	PENSION
<u>3.4%</u> of Total Gross Wages -----	JATC
3% of Total Gross Wages -----	NEBF
<u>7.02%</u> of Total Gross Wages-----	ANNUITY

**Contractors Contributions:**

\$.15 (15 cents) per hour worked-----	RI LMCC
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**Wage Deductions:**

5.5% of Total Gross Wages -----	WORKING DUES
\$.05 (5 cents) per hour worked -----	PAC (Voluntary)
\$.10 (10 cents) per hour worked-----	SCHOLARSHIP FUND (Voluntary)

## **APPENDIX "B"**

### **JURISDICTION - SCOPE - PORTABILITY**

The following shall provide in the geographical jurisdiction of Local No. 99 IBEW: The tasks reference in the scope of this agreement shall be performed in whole by those classifications set forth in Appendix A of this Agreement. The Employer recognizes and agrees that the Union represents such employees in accordance with the definitions set forth in the constitution of the International Brotherhood of Electrical Workers AFL-CIO and the bylaws of the several IBEW Construction Local Unions, Second District IBEW. This Agreement shall not be construed as constituting an Agreement for the contracting of electrical construction work. This Agreement does apply to new construction and to retrofit unless the Inside Local Unions can demonstrate that it otherwise controls the work. This Agreement does not cover the installation of rigid conduit, EMT, wire mold, PVC, etc.

The Employer further recognizes that the scope of work of the Agreement as it applies in the Second District of the IBEW is not limited to, but does govern the performance of the following tasks and jobs by the Employer and its Employees and which is inherently power limited as defined by the National and State Electrical Code.

When any dispute arises concerning the question of assignment of work jurisdiction or the several categories of work described in SCOPE, any ruling made by the Second District Vice President shall be accepted and put into effect

When it is impracticable to implement the provisions of Sections 3:05, 3:06, 3:07 of this Agreement then all signatory firms having their home offices within the Second District, IBEW may have total portability of their work force covered by this Agreement within the Second District, IBEW. When any dispute arises concerning the implementation of this provision said dispute shall be referred to the IVP and NECA Regional Director for resolution.



## APPENDIX "C"

### TOOLS

Each employee shall be required to provide himself with the following tools in accordance with his classification:

#### INSIDE:

- 1 Diag. Cutters 6"
- 1 Long Nose Pliers 6"
- 1 3/16" X 4" or 6" Screw Driver
- 1 1-3/8" X 6" or 8" Screw Driver
- 1 #3 Phillips Head Screw Driver
- 1 #2 Phillips Head Screw Driver
- 1 #1 Phillips Head Screw Driver
- 1 Push-on Tool (Type 66)
- 1 Torpedo Level 9"
- 1 Keyhole Saw
- 1 Claw Hammer
- 1 Hacksaw Frame
- 1 Knife
- 1 Tool Pouch
- 1 Awl
- 1 Tool Box
- 1 6' Folding Rule
- 1 Flashlight
- 1 30 Foot Tape Measure
- 1 RJ-45/RJ-11 Crimp Tool
- 1 Coax Crimp Tool (RG-59, 62 & 6)
- 1 CAT 5 Strippers
- 1 Lineman Pliers
- 2 Pairs Channel Locks
- Nutdrivers (1/4"-7/16")
- 4 Pair Tester
- Scissors
- 1 Tone Generator
- 1 Probe
- 1 Adjustable Wrench

## **APPENDIX "D"**

### ELIGIBILITY - SAVINGS CLAUSE

In order to be considered eligible to work under the terms of this Agreement an Employer must be current on all of its contractual obligations for wages, contributions to NEBF, Health and Welfare, and Pension or other required contributions.

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

The parties signatory to this Inside Tele-data Agreement and the Appendixes attached which are a part thereof agree that for all work performed under said Agreement within the Second District IBEW, they will adhere to the terms and conditions as set forth herein and/or subsequently modified.

## APPENDIX "E"

### FOREMAN

1. No individual connected with the Employer or contractor as an officer, owner or superintendent shall do any work with the tools, or act as a Foreman. However, any firm having signed this Agreement for the first time shall be allowed to work with the tools for a period not to exceed four (4) years. He shall be accompanied by a Tele-Data Technician at all times while working with the tools. When two Tele-Data Technicians are working with him, one shall be designated as Foreman. (Amended June 1, 1975)
2. On jobs requiring four (4) or more Tele-Data Technicians, the employer shall designate a foreman when the fourth Tele-Data Technician is assigned. One (1) additional Foreman shall be designated by the Employer for every eight (8) men required on the job. A Foreman directing work having charge of more than two (2) Foremen shall be classified as a General Foreman.
3. When a job requires a General Foreman, **(when the thirtieth (30<sup>th</sup>) employee is assigned, he shall not work with tools (which shall not prohibit layout, unloading or distribution of limited materials or lending an occasional helping hand).**
4. On all jobs having a Foreman, workmen are not to take directions or orders, or accept layout of any job from anyone except the Foreman. No Foreman of one job shall at the same time perform work on another job during normal working hours.

## APPENDIX "F"

### BONDING (EFFECTIVE JUNE 1, 2007)

Individual Employers who fail to remit as provided in Article VI Section 6.14 and Article VII Section 7.01, 7.03 (d), 7.03 (e) and 7.03 (f) shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been made.

The failure of an individual Employer to comply with the provisions of Sections 6.14, 7.03 (c), 7.03 (d), 7.03 (e), and 7.03 (f) shall also constitute a breach of this Labor Agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contributions to such funds which have resulted from the violation.

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

All contractors under this Agreement and contractors coming into the jurisdiction of Local Union No. 99 shall post a payroll bond in the amount of \$3,000.00 per employee to cover the employees wages, payments to the National Electrical Benefit Fund, Apprenticeship Training Fund, Health and Welfare Fund, Local Union No. 99's Pension Fund, Scholarship Fund, LMCC, PAC, and payment of the Working Dues, on the following graduated scale: A cash bond shall be required for any contractor who cannot provide documentation from a certified bonding agent/company, (licensed and approved to issue a bond in the jurisdiction of IBEW Local Union 99).

Contractors who are frequently and habitually delinquent with payments may be required at the discretion of the Trustees of all Trust Funds to post a bond in an amount per employee as determined by the Funds Trustees. The bond shall provide that it may not be terminated without thirty (30) days prior written notice to The Local Union.

Effective June 1, 2007, it is agreed that in the event that an employer is delinquent in payments to the Local Union No. 99 IBEW Health and Welfare Plan, the Local Union 99's Pension Trust Fund, the Local Union 99's IBEW JATC Trust Fund, the National Electrical Benefit Fund, the IBEW Local 99's designated Assessment Due described in Article XI of the IBEW Local 99 By-Laws for a period of fifteen (15) days, said employer shall be required to submit payments and appropriate forms on a weekly basis to the designated depository.

## **APPENDIX "G"**

### CODE OF EXCELLENCE

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 customer's expectations. Therefore each IBEW Local Union and NECA Chapter shall implement a Code of Excellence Program. The program shall include minimum standards a designed by the IBEW and NECA.

# IBEW LOCAL 99 Teledata Agreement Signature Page

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW®

## SEPARABILITY CLAUSE

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

## GENDER LANGUAGE

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

SIGNED

SIGNED

Local Union No. 99, IBEW

RI & Southeast Chapter, NECA


  
Michael K. Daley

  
Wesley F. Geller


  
James B. Jackson

  
Henry Kandzinski

  
Paul Stromberg

  
Robert Bolton ROBERT M BOLTON

  
Joseph L. Walsh, Jr.

  
Jeffrey Kudet

  
Jeffrey Nolin

  
George Odelle