

**INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS
LOCAL # 7
&
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION
WESTERN MASSACHUSETTS
CHAPTER**



**INSIDE CONSTRUCTION AGREEMENT
JOURNEYMAN WIREMAN
&
TELEDATA TECHNICIAN
CLASSIFICATIONS**

July 1, 2017 – June 30, 2020

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THIS AGREEMENT made by and between the WESTERN MASSACHUSETTS CHAPTER NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION and LOCAL UNION NO. 7, I.B.E.W.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term NECA shall mean the Western Massachusetts Chapter National Electrical Contractors Association and the term "Union" shall mean Local Union No. 7, I.B.E.W.

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

BASIC PRINCIPLES

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

SCOPE OF WORK JOURNEYMAN WIREMAN

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 jurisdictional boundaries of 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, connecting 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) **Alternative Energy** This Agreement shall govern the performance of the following jobs by the Employer and its employees; All electrical work covered under the terms of this Agreement for power generation systems, including the installation, operation, inspections, maintenance, repair and service this shall include associated mounting, devices, racking, supporting hardware/systems, setting poles and all other related components of these

alternative energy sources including but not limited to solar, photovoltaic, geothermal, wind, hydro, tidal or any primary source of power generation or distribution. This Agreement also covers charging stations for electric cars.

(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. In the Local # 7 jurisdiction, all pipe shall be cut, threaded, and formed on the job site. Where pipe threading or forming machines are operated full time a Journeyman shall operate such. Employers may purchase standard conduit nipples and elbows of all sizes.

All cutting and channeling in brick, tile, concrete and other masonry for electrical work and conduits shall be done by electrical workers under this Agreement.

SCOPE OF WORK TELEDATA TECHNICIAN

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, apparatus or appliance cables, and/or wire, fiber optics cable, adhesive mounted plastic raceway, 20' or shorter sleeves/stub-ups up to 1" trade size, up to 12' of cable tray for tele-data in communication rooms or closets, 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 telecommunication systems and devices including but not limited to, Private Branch Exchanges (PBX/PABX), Key equipment and associated devices, PCM, TI and/or telephone related systems customer-owned or employer-owned. The repair, maintenance and operation of fire alarm systems. The installation, repair, maintenance and operation of holdup alarm, burglar alarm surveillance systems (excluding conduit). CCTV, CATV, card access, Systems RS 232 Ethernet and/or any local area network system associated with computer installation. Where an integral part of the tele-data this scope shall include all raceways, pipes, sleeves and cable trays not historically covered under the Inside Agreement.

This scope shall in no way effect the jurisdiction of work presently performed under the Scope of Work Electrical section of this agreement.

ARTICLE 1
Effective Date - Changes - Grievances - Disputes

Section 1.01 This Agreement shall take effect June 30, 2017 and shall remain in effect through June 30, 2020, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1, through June 30 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 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

Section 1.02 (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

Section 1.02 (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

Section 1.02 (d) In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a 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.

Section 1.02 (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.

Section 1.02 (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.

Section 1.02 (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 I.B.E.W. for approval, the same as this Agreement.

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

Grievances - Disputes

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

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

Section 1.07 All matters coming before the Labor-Management Committee shall be decided by 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. In the absence of a deadlock, the Labor Management Committee's decision shall be final and binding.

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 matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

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 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, a suitable financial status to meet payroll requirements, employing not less than one Journeyman Electrician and is recognized by law as a legal electrical contracting Employer. Only one (1) member of any contracting firm shall be allowed to work with the tools. He shall perform work only during regular working hours. He shall not be classified as Journeyman in the ratio of Journeyman and apprentices. A working contractor shall keep a Journeyman working whenever he has any work. If the job requires only one (1) man, the Journeyman employed shall have preference over the contractor.**Section 2.02** For all employees covered by this Agreement, the Employer shall carry Workmen's 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. He shall also make contributions to the State Unemployment Compensation Commission regardless of number of employees.

Section 2.03 (a) Each Employer, shall furnish a surety bond in the amount of \$5,000.00 per employee to secure payment of all amounts due on account of payroll and fund deduction contributions and reporting obligations of the Employer required by this Agreement. The bond shall provide that it may not be terminated without fifteen (15) days prior written notice to the Employer and the Local Union.

Section 2.03 (b) Any Employer who has proven it's financial stability by submitting timely payments for a period of two years will not be required to post such a bond.

Section 2.03 (c) The Labor-Management Committee and / or the Council on Industrial Relations, as the case may be, shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond directly to the affected employees and direct payments of delinquent fund contributions from the Bond to the Trustees of the affected funds or to their designated agents.

Section 2.04 It shall not be a violation of this Agreement if the Union withholds labor from any Employer who fails to:

- a) Provide Workers Compensation coverage.
- b) Make unemployment and / or Social Security contributions.
- c) Make timely contributions to any of the "Funds" provided in this Agreement.
- d) Provide a surety bond as required in Section 2.03 of this Agreement.

Section 2.05 (a) No member of Local 7, I.B.E.W., while he remains a member of such Local and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

Section 2.05 (b) 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 electrical work.

Section 2.06 The Union reserves the right to discipline its members for violations of its Laws, Rules and Agreements.

Section 2.07 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, 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 2.08 Subject to and in accordance with the provisions of the National Labor Relations Act, the Employer hereby recognizes the Union, during the terms of this Agreement, as the exclusive Collective Bargaining Representative for all Employees or Employers employed in the work covered by this Agreement with respect to wages, hours, and conditions of employment. The Union enters into this Agreement in its own behalf and as the Collective Bargaining Representative of all said Employees.

Section 2.09 The Business Manager of the union will appoint or remove a steward from the job force on any job where he deems it necessary to protect the interest of the union. The steward shall remain on the job as long as 4 employees are required on the job. The steward shall be a working journeyman. No man shall serve as a steward until written notice of his appointment is given by the Business Manager to the Employer.

Section 2.10 (a) 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 representatives, decides to do so; but no removal shall take place until notice is first given to the Employer involved.

Section 2.10 (b) When such removal takes place, the Union, or its representative, shall direct the employees on such jobs to carefully put away all tools, materials, equipment or any other property of the Employer in a safe manner. The Union shall 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 by the Employer.

Section 2.11 All employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall, as a condition of employment maintains their membership in the Union during the term of this Agreement. All employees covered by this Agreement, hereinafter employed by the Employer, who become members of the Union as provided by applicable Federal law, shall as a condition of employment, maintain their membership in the Union during the term of this Agreement.

Section 2.12 The Business Manager or his properly authorized representative of the Union shall be allowed access at any reasonable time to any job site where members of the Union are employed.

Section 2.13 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 I.B.E.W., other than violations of Section 2.14 of this Article, 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 a violation or annulment has occurred.

Section 2.14 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 I.B.E.W. or one of its local unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other local union to be performed at the site of the construction, alteration, painting or repair of the building, structure of other work, will be deemed a material breach of this Agreement.

Section 2.15 All charges of violations of Section 2.14 of this article shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.16 The Union understands the employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restriction 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 requirements, and discharging employees for proper cause.

Section 2.17 All terms and conditions of employment which historically and traditionally have been enjoyed by employees and employers covered under the term of agreements between the parties shall remain in full force and effect. Should a dispute arise relative to such matters the differences and conclusions shall be reduced to writing in accordance with the terms of this Agreement. All employees signatory to this Agreement shall be notified of the resolution of these matters by the Local Union and all Employers shall be notified by the Chapter.

Section 2.18 Any work improperly performed shall be corrected by a journeyman on his own time without pay.

Section 2.19 Individual Contractor Employers working under the terms of the Collective Bargaining Agreement, shall be required to sign a letter of Assent "A" or Letter of Assent "B", and where such employers are parties to a joint venture, they shall additionally be required to sign a letter of Assent "A" or letter of Assent "B" as the joint venture.

Section 2.20 (a) An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction into this Local's jurisdiction for specialty or service and maintenance work, in accordance with The National Agreement on Employee Portability. 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 2.20 (b) No later than three (3) days prior to the start of work, the Business Manager shall be notified by the employer of all employees which will be performing work under this Section. Employees performing work under this Section shall report to the Business Manager prior to the start of work for orientation. Should an employer fail to notify the Business Manager of the names of the employees who will be performing work under this Section, the employer shall be liable to the Union for damages equal to the amount of periodic dues and assessments that the Union would have otherwise received from the employee.

Section 2.20 (c) The employer agrees to make contributions consistent with Sections 3.05 and 6 of this Agreement on behalf of all employees performing work described in this Section.

Section 2.21 On all jobs requiring 5 or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

ARTICLE III

Hours - Wages - Working Conditions

Section 3.01 (a) Eight (8) hours shall constitute a working day from 7:00 a.m. to 4:30 p.m. with thirty (30) minutes for lunch (from 12 noon to 12:30 p.m.) Monday through Friday inclusive shall be a work week. Starting shall be set to conform with the General Trades within such hours. All hours prior to and after shall be paid at the overtime rate plus benefits. An exception can be made by mutual agreement by the party to this Agreement where a customer's shift requires an adjustment. An early start job shall be consistent with the time elected for at least five (5) consecutive days worked on the job. The Business Manager shall be notified in advance of any such change in the starting time.

Section 3.02 All work performed outside of the regularly scheduled working hours and work on Saturday, Sundays, and the following holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or celebrated as such, shall be paid for at double the regular straight time of pay plus benefits. No work shall be performed on Labor Day except in case of emergency. The Business Manager's office must be notified of such work.

Section 3.02 (a) On existing installations, all work performed outside of the regular scheduled working hours shall be paid for at one and one-half ($1 \frac{1}{2}$) times the regular rate of pay plus benefits, except on Sundays and holidays shall be paid at double the regular rate of pay plus benefits. This paragraph shall not apply to power plants or casino facilities.

Section 3.02 (b) On new construction, the first two (2) hours after the regular scheduled working hours, Monday - Friday and eight hours on Saturday shall be paid at the rate of time and one-half the regular scheduled rate plus benefits. This paragraph shall not apply to power plants or casino facilities.

Section 3.03 (a) 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 be worked between the hours of 8 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The second shift (swing shift) shall be worked between the hours of 4:30 p.m. to 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half ($7 \frac{1}{2}$) hours work.
The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work.

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

Section 3.03 (b) On all overtime and shift work, benefits compensation shall continue to be paid at the straight time rate.

Section 3.04 (a) Wages shall be paid in cash or by check weekly and not more than 3 working days wages may be withheld at any time. In the event the wages are not paid before the quitting time on the third day, waiting time at the regular overtime rate shall be charged until payment is made. If a check is not honored at a bank because of lack of funds, the contractor who issued the check must pay in cash during the remainder of the Agreement. Checks must be drawn on a bank within the geographical area where the work is being performed. Any workman laid off or discharged shall be paid his wages immediately. To any workman leaving his job of his own volition, a pay check shall be sent to his home on or before the next pay day. In the event he is laid off or discharged and not paid off, waiting time at the regular time rate shall be charged until payment is made, such regular time rate shall be charged until payment is made. Such waiting time not to exceed eight (8) hours in any one twenty-four hour period.

Section 3.04 (b) When an Employer calls the Business Manager for an applicant and the man is subsequently employed, he must pay the Employee for the balance of that regular working day. When an Employee is laid off, that Employer shall not call such Employee back for less than eight (8) hours pay.

Section 3.04 (c) Any man injured on the job site who goes to the hospital or doctor shall be paid for his time at such hospital or doctor's office not to exceed the remainder of the day the injury occurred. The man shall be paid only if such hospital or doctor certified that the man has been injured on the job. Such payment shall terminate when the man is discharged on that day.

Section 3.05 (a) Wages shall take effect July 2, 2017 and shall remain in effect through June 30, 2020. The minimum hourly rate of wages in the geographical areas defined herein are as follows:

Journeyman Wireman and Teledata Technician Classifications

WAGES	\$40.01
HEALTH & WELFARE	\$ 8.75
ANNUITY	\$ 3.70
PENSION	\$ 6.30
NEBF	\$ 1.20
JATC	\$.60
NLMCC	\$.01
LMCC	\$ 1.00
HRA	\$.85

The wage rates of the Journeyman Wireman and Teledata Technicians will be increased by the following amounts on these dates:

12/31/17 - \$1.12

(WAGES - \$.50), (H&W - \$.25), (ANNUITY - \$.20), (HRA - \$.15), (NEBF - \$.02)

7/1/18 - \$1.27

(WAGES - \$.70), (H&W - \$.25), (ANNUITY - \$.30), (NEBF - \$.02)

12/30/18 - \$1.27

(WAGES - \$.70), (H&W - \$.25), (ANNUITY - \$.30), (NEBF - \$.02)

6/30/19 - \$1.27

(WAGES - \$.75), (H&W - \$.25), (ANNUITY - \$.25), (NEBF - \$.02)

12/29/19 - \$1.27

(WAGES - \$.75), (H&W - \$.25), (ANNUITY - \$.25), (NEBF - \$.02)

Section 3.05 (b) Foreman Compensation

Foreman 7/3/16	110%	of hourly wage rate
General Foreman	112.5%	of hourly wage rate
Class 2 GF (over 25 workers)	115%	of hourly wage rate

Section 3.05 (c): APPRENTICE WIREMAN

There shall be six periods of apprenticeship. The first two periods, consisting of one-thousand OJT hours each and satisfactory completion of the first year of related classroom training, shall constitute the probationary period. Successive periods will require the minimum of 1500 hours OJT and an additional year of related classroom training.
Apprentice Wireman - Six (6) Periods

Apprentices indentured after 5/31/11 receive

1st Period	40% of Journeyman Wireman Rate
2nd Period	45% of Journeyman Wireman Rate
3rd Period	50% of Journeyman Wireman Rate
4th Period	55% of Journeyman Wireman Rate
5th Period	65% of Journeyman Wireman Rate
6th Period	70% of Journeyman Wireman Rate

1st and 2nd period apprentices receive: NEBF, JATC, H&W (60% of full), LMCC & NLMCC
3rd and 4th period apprentices receive: H & W, NEBF, JATC, Pension, HRA, LMCC & NLMCC
5th period apprentices receive: H & W, NEBF, JATC, Pension, HRA, LMCC, NLMCC and \$1.00 Annuity
6th period apprentices receive: H & W, NEBF, JATC, Pension, HRA, LMCC, NLMCC and \$2.00 Annuity

Section 3.05 (d): APPRENTICE TECNICIAN

There shall be six periods of apprenticeship. The first two periods, consisting of eight hundred OJT hours each and satisfactory completion of the first year of related classroom training, shall constitute the probationary period. Successive periods will require the minimum of 800 hours OJT and an additional year of related classroom training. The ratio of apprentices to Technicians shall be 1:1

Apprentice Technicians - Six (6) 800 Hour Periods

1st Period	40% of Journeyman Wireman Rate
2nd Period	45% of Journeyman Wireman Rate
3rd Period	50% of Journeyman Wireman Rate
4th Period	55% of Journeyman Wireman Rate
5th Period	65% of Journeyman Wireman Rate
6th Period	70% of Journeyman Wireman Rate

1st and 2nd period apprentices receive: NEBF, JATC, H&W (60% of full), LMCC & NLMCC

3rd and 4th period apprentices receive: H & W, NEBF, JATC, Pension, HRA, LMCC & NLMCC

5th period apprentices receive: H & W, NEBF, JATC, Pension, HRA, LMCC, NLMCC and \$1.00 Annuity

6th period apprentices receive: H & W, NEBF, JATC, Pension, HRA, LMCC, NLMCC and \$2.00 Annuity

Section 3.06

The Employer shall pay compensation of \$.51 per mile for travel expenses for any employee asked to travel from shop to job, from job to job, from job to shop during a work day. In such cases expenses shall be paid for actual miles traveled.

Transportation by the Employer, if furnished, must be suitable and so arranged as to eliminate any additional travel by employees.

When an Employee is directed by an Employer to report outside the jurisdiction of the Union, traveling time shall be paid for at the rate of two (2) minutes per mile, single time, for any distance traveled in excess of twenty-five (25) miles by direct route from the United States Post Office in Springfield, Massachusetts. If the other Local Union has a higher travel time rate, that rate shall apply. Where daily travel is impractical, board and room and all other necessary expenses pertaining to the job shall be paid to each Employee.

When not obliged to go to the shop for instruction or supplies, Employees shall go directly to the job and be at work for the full eight (8) hours. If it is necessary to go to the shop for instructions or supplies, Employees shall not be required to leave the shop before 7:00 a.m.

Section 3.07 (a) Borrowing or transferring of workmen from one Employer to another shall not be permitted without permission of the Business Manager. The only time borrowing or transferring of men will be allowed is when the applicants possessing the necessary skills are not available under the referral procedure.

Section 3.07(b) No Employer shall sublet, lump out, or piece out any work to workmen in their employ, or send any workmen to work on a piece work basis.

Section 3.08(a) On jobs which employ five (5) men or more, one man shall be designated as foreman, by the employer, and an additional foreman shall be appointed when the tenth man is employed and for every ten (10) men thereafter. On jobs employing two (2) or more foremen one shall be designated General Foreman. On jobs employing twenty-five (25) or more men, the General Foreman shall be classified as a Class II General Foreman, General Foreman, or Foreman shall have direct supervision over the men working on the job. All Foremen shall be appointed by the General Foremen and shall work under his supervision. On jobs having a Foreman and General Foreman, workmen are not to take directions or orders or accept the layout of any job from anyone except the Foreman or General Foreman. No Foreman on one job shall at the same time act as Foreman on another job.

Section 3.08(b) The employer may call for a Foreman by name from the list of applicants registered for employment from GROUP 1 only, unless waived by the Local 7 Business Manager. The individual hired shall remain in Foreman capacity with compensation in accordance with Section 3.05(b) of this agreement through the length of the job he/she was hired for. The individual shall not be transferred to an additional job assignment except as a Foreman. The individual may act as a General Foreman at the job assigned.

Section 3.09 Upon request of the Business Manager of the Union, each Employer agrees to furnish a list of all workmen employed as Foreman, journeyman or apprentices, together with the number of hours worked and the amount of wages paid such workmen.

Section 3.10 (a) The Employer shall be responsible for the replacement of Employee's tools stolen outside of the regular working hours or damaged due to fire during or after working hours, within five days upon receipt of a written approved claim form under the following terms and conditions:

Section 3.10 (b) The liability of the Employer shall be limited to the tools listed below, less the first ten (\$10.00) dollars. This amount shall be the responsibility of the Employee.

Section 3.10 (c) The above section will be applicable only when a police report has been made.

Section 3.10 (d) Foreman shall be responsible for making sure that all workmen have a complete kit of tools on the job site, as listed in this agreement.

Section 3.10 (e) Every responsible effort will be taken to replace such tools by American brand or trade names the same as those stolen or destroyed by fire.

Section 3.10 (f) Journeyman Wiremen employed under the terms of this agreement shall provide a suitable tool box containing the following tools:

Electricians Knife	Six Foot Rule
Eight or Nine Inch Cutting Pliers	Long -nosed Pliers
One Pair of Adjustable Pliers	Center Punch
Hacksaw Frame	Key-hole Saw
Claw Hammer	Torpedo Level
Voltage Tester for Six Hundred Volts	Plumb Bob
Set of Allen Wrenches up to 1/2 inch	Awl
Tap Wrench One-quarter Inch	Romex Stripper

Wire Stripper up to #10 Wire Size	Fuse Puller
Ten Inch Crescent Wrench	Flashlight
Complete set of Screwdrivers from "Stubby" to 10 inch, also large and small Phillips	

Section 3.10 (g) Each Teledata Technician shall be required to provide himself with the following tools in accordance with his classification:

Diag. Cutters 6"	Long nose pliers
# 2 Standard Screwdriver	# 3 Standard Screwdriver
#3 Phillips screwdriver	#2 Phillips screwdriver
#1 Phillips screwdriver	Punch Tool w/ type 110 & 66 Blade
Torpedo level 8"	Keyhole saw
Linesman Pliers	Claw Hammer Hacksaw frame
Utility Knife	Tool pouch
Awl	Tool box or Tool Bag
25' Measuring Tape	Flashlight
Cat 5 Stripper	Sta-kon Tool
Channel Locks	Set Nutdriver 114 thru 7116
Tel-Data Scissors	Tone Generator
8" Adjustable Wrench	RG6 Crimpers
Probe	

Section 3.10 (h) No workmen shall use his personal motor vehicle for the movement or transportation of the Employer's stock or tools in excess of what can be carried on the front seat, with or without remuneration except in an emergency situation, to be determined by the Business Manager and the contractor.

Section 3.10(i) No employees shall bring upon any job their personal power tools purchased with their own funds.

Section 3.11 (a) Two Journeymen shall work together on all energized circuits of 440 volts AC or 250 volts DC, or respective higher voltages.

Section 3.11 (b) The Employer shall furnish adequate gloves, masks, or goggles, aprons, or protective clothing for any employee required to weld on the job.

Section 3.11 (c) The Employer shall provide all safety equipment required to fulfill OSHA's requirements.

Section 3.11 (d) The Employer's job headquarters on projects must have a completely equipped First Aid Kit at all times. Men required to work under adverse weather conditions shall be furnished foul weather gear consisting of rain hat, rain coat, rain pants and pull-on boots which shall be returned to the Employer when requested.

Section 3.12 (a) In the "Franklin/Hampshire County" area, the employer shall provide parking for employees.

Section 3.12 (b) Employees in Local # 7's territory who are required to work underground in shafts or tunnels under construction, as defined and controlled by the MSHA shall be paid \$.25 over the employees rate of wages. On all jobs where employees are required to do work of a hazardous nature on boatswain's chairs or swinging stages, and the working height is thirty (30) feet or more above the floor or ground, such employees shall be paid an additional thirty cents (.30) per hour during such work only. However, this will not apply when substantial staging, scaffolding, or safe ladders under forty (40) feet are provided, in which case the regular hourly rates will be paid.

Section 3.12 (c) Workmen in Berkshire County required to work thirty (30) feet or more above floor, or thirty (30) feet outside on any building or structure above the ground, shall receive ten (10%) percent of the minimum rates in addition to the regular straight time rate of pay.

Section 3.13 Any Employee who is to be laid off, shall be allowed at least 1/2 hours time with pay, to pick up all tools and anything else for which he may be held responsible.

Section 3.14 (a) Any workmen already employed and reporting for work not having been notified the previous working day of his layoff, shall receive not less than two (2) hours wage.

Section 3.14 (b) When men are directed to report to a job and cannot start work due to adverse weather conditions or lack of material, they shall receive two (2) hours pay, plus travel expenses, unless notified before 7:00 a.m. or as early as possible.

Section 3.14 (c) When workmen are not required to go to the Employer's shop for instruction or supplies, they may be directed to report directly to the job, and in such cases, the workman shall be on the job ready for work at the designated starting time within the jurisdiction of the Union. Should it be necessary for workmen to report to the Employer's shop in the morning for instruction or supplies, the workmen shall not be required to arrive at the shop before the designated starting time.

Section 3.15 Any grievance arising over improper workmanship shall become a matter of concern of the Labor Management Cooperation Committee (LMCC).

Section 3.16 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union- upon receipt of a voluntary written authorization- the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3.17 Workmen shall report any overtime to the Business Manager's office in advance, if possible, but no later than the next regular work day after the overtime has been performed. Any overtime work on the job shall be offered to the workmen on such job before other workmen are called in from the outside. If it is necessary for workmen to work overtime, they shall not be required to take time off during regular working hour to offset the overtime worked or to be worked.

Section 3.18 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 3.19 No employees shall be compelled to use a powder actuated tool. Only qualified employees shall be permitted to use powder actuated tools.

Section 3.20 The safe work practices that are in effect on customer property which are more stringent than those in this Agreement shall apply to work which is performed on that property under the terms of this Agreement.

Section 3.21 Substance Abuse. The dangers and costs which 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 and 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 IV REFERRAL PROCEDURE

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

Section 4.02 The union shall be the sole and exclusive source of referrals 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 selections 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 selections and referrals 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 1 All applicants for employment who have four (4) or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market, who 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 an Inside 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 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 IBEW 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.

All applicants for GROUP 1 shall be in compliance with Massachusetts General Laws Chapter 141 as it pertains to licensure.

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 employee".

Section 4.07 The Employer shall notify the Business Manager promptly of the names and social security number 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 (a) "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: Counties of Hampden, Hampshire, Franklin, Berkshire and the two townships of Warren and West Warren. 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 area 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 "Examinations" An examination shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety days. An applicant shall be eligible for examination if he has four years experience in the trade.

Section 4.11 The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 4.12 (a) An applicant who has registered on the "Out of Work" list must renew his application in accordance with the posted Local #7 referral policy or his name will be removed from the list.

Section 4.12 (b) Any applicant who is hired and who receives, through no fault of his, work of forty (40) hours or less, shall upon registration, be returned to his appropriate place within his group.

Section 4.13 Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on 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. 4.14 (a) An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

REPEATED DISCHARGE:

Section 4.14(b). An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three* business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before

again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.15 (a) It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.13 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 modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.15 (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 4.16 A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.17 A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.18 Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

Section 4.19 When making reductions in the number of employees due to lack of work, Employers shall use the following procedure: Temporary employees, if any are employed, shall be laid off first. Then employees in GROUP IV shall be laid off next, if any are employed in this group. Next to be laid off are employees in GROUP III, if any are employed in this group, then those in GROUP II, and then those in GROUP I. Paragraph (a) will not apply as long as the special skills requirement as provided for in Section (a) is required. Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate Group in paragraph (a) above.

Article V (A)
Standard Journeyman Wireman Apprenticeship Language

Section 5(A).01 There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members either (3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW). The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency. The JATC shall be responsible for the training of apprentices, Journeymen, installers, technicians, and all others (unindentured, intermediate journeymen etc.)

Section 5(A).02 All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. The 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(A).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 One of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5(A).04 There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint sub committees 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(A).05 The JATC may select and employ a part-time or a fulltime 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(A).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(A).07 All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures. An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5(A).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(A).09 Although the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If the 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(A).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 OTJ 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(A).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(A).12 Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below:

<u>Number of Journeyman</u>	<u>Maximum Number of Apprentices/Un-indentured</u>
1-2	1
3-4	2
5	3
6-7	4
8	5
9-10	6
11	7
12-13	8
14	9
15-16	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 locations where workers report for work are each considered to be a single, separate job site.

Section 5(A).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 8000 hours of OJT with a Massachusetts Electrical License, 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(A).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(A).15 The parties to this Agreement shall be bound by the Local Joint Apprenticeship and 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(A).16 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is \$.60 cents per hour for each hour worked. 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 V (B)
Standard Teledata Technician Apprenticeship Language

Section 5(B).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 5(B).02:

Where the JATC elects to establish a subcommittee and 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 unexpired 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 5(B).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 5(B).04:

Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. The 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 5(B).05:

All apprentices 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 5(B).06: The JATC, or its subcommittee, shall be responsible for the assignment 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 5(B).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 skill and knowledge to warrant such classification.

Section 5(B).08:

Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of one apprentice to one Telecommunication Installer/Technician, or Technician level employee on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedure, in order to provide an adequate number of apprentices to meet the one-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 5(B).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 5(B).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 5(B).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 of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skill 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 5(B).12:

The employer shall contribute to the local Health & 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 5(B).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 the agreement.

Section 5(B).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 is \$.60 per hour for each hour worked; This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI

Section 6.01(a) It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

served by the Union provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent. The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his Labor Agreement.

Section 6.01(b) Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .5 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 6.02 (a) It is mutually agreed between the parties here that the Employer will contribute the amounts set forth in Section 3.05 of this Agreement for each hour worked and will remit such amount to the Trustees of the Health & Welfare Fund established by the Trust Agreement and Declaration of Trust not later than fifteen (15) calendar days following the end of each calendar month in which the work was performed. The parties to this Agreement agree to be bound by the terms of the IBEW Local No. 7 Health & Welfare Fund Trust Agreement and Declaration of Trust and any amendments thereto.

Section 6.02 (b) It is mutually agreed between the parties here that the Employer will contribute the amounts set forth in Section 3.05 of this Agreement for each hour worked and will remit such amount to the Trustees of the Health Reimbursement Account (HRA) established by the Trust Agreement and Declaration of Trust not later than (15) calendar days following the end of each calendar month in which the work was performed. The parties to this Agreement agree to be bound by the terms of the IBEW Local # 7 HRA Agreement and Declaration of Trust and any amendments thereto.

Section 6.03 It is mutually agreed between the parties hereto that the Employer will contribute the amounts set forth in Section 3.05 of this Agreement for each hour worked and will remit such amount to the Trustees of the Local Union Pension Fund to be established by the Trust Agreement and Declaration of Trust not later than (15) calendar days following the end of each calendar month in which the work was performed. The parties to this Agreement agree to be bound by the terms of the IBEW Local No. 7 Pension Fund Trust Agreement and Declaration of Trust and any amendments thereto.

Section 6.04 It is mutually agreed between the parties hereto that the Employer will contribute the amounts set forth in Section 3.05 of this Agreement for each hour worked and will remit such amount to the Trustees of the Local Union Annuity Fund to be established by Trust Agreement and Declaration of Trust not later than fifteen (15) calendar days following the end of each calendar month in which the work was performed. The parties to this Agreement agree to be bound by the terms of the IBEW Local No. 7 Annuity Fund Trust Agreement and Declaration of Trust and any amendments thereto.

Section 6.05 For the purpose of Section 6.02, 6.03, 6.04 "hours worked" is defined to include all hours actually worked pursuant to this Agreement. The term "Funds" shall mean the funds described in paragraphs 6.02, 6.03 and 6.04.

Section 6.06 Individual employers who fail to remit as provided for in Sections 6.02 through 6.05 above shall additionally be 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 funds.

Section 6.07 Any contractor who has not made the required payment within the fifteen (15) calendar days as set forth in Sections 6.02 through 6.05 shall be deemed delinquent. Any contractor delinquent to any fund shall be liable for interest on the delinquent contributions at the rate of 2% above the prime rate. In addition, the contractor shall be liable for reasonable attorney's fees and any other costs incurred in collecting the delinquent contributions.

Section 6.08 The Employers shall make all reports on contributions required by the Funds on forms furnished by the Funds. A professional representative designated by the Trustees, upon reasonable notice may examine the pertinent payroll records of any Employer, including, but not limited to, all quarterly and yearly payroll tax returns, payroll listings, payroll records of any Employer, including, but not limited to, all quarterly and yearly payroll tax returns, payroll listing, payroll records, individual earnings records and checks. Cash disbursement journals and general ledgers may also be examined whenever such examination is deemed necessary by the professional representative. Such examinations may be implemented by the Trustees' authorized representatives in connection with the proper administration of the Funds. The expense of such audit of an Employer's records shall be borne by the Funds, however if the audit determines that monies are owed to the Funds, the expense of the audit may, under rules and regulations adopted by the Trustees of each Fund, be charged against the Employer. If the expense of audit charged against the Employer is not paid by the Employer within ten days after written notice from the Funds, or their authorized representatives, the Funds may take any action, including but not limited to court proceedings, necessary to enforce payment of such audit expense, including reasonable interest and an administration fee at such rates and in such amount as the Funds may determine, and including all attorneys' fees involved in collection of such audit expense, interest and administration fee. In the event that Funds or their representative shall incur attorneys' fees or other expenses in order to enforce the Funds' right to audit the records of any Employer, such attorneys' fees or other expenses shall be charged against such Employer regardless of whether the Employer shall have been delinquent in contributions to the Fund for the period of the audit.

Section 6.08 (b) Errors in MPR submittals, when not using the Local 7 excel MPR spreadsheet provided, shall result in the contractor compensating the Local 7 office at \$50 per hour up to \$500 for corrections performed by the Local 7 office. If the corrections necessary exceed \$500, the Labor – Management committee shall determine the appropriate amount due Local 7.

Section 6.09 The Union shall have the option to divert monies from wages to any of the funds described in Sections 6.02, 6.03, and 6.04, or from any one fund to another fund, by providing the Employer 60 day prior written notification or sooner if mutually agreed.

ARTICLE VII NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 7.01 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.G. 175 (a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. 186(c)(9). The purposes of this Fund include the following:

1. to improve communication between representatives of labor and management;
2. to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
3. to assist 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 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 7.02 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 7.03 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 Western Massachusetts Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 7.04 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 (\$20.00), 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 attorney's fees.

ARTICLE VIII

LOCAL LABOR MANAGEMENT COOPERATION COMMITTEE

(LMCC)

Section 8.01 The parties agree to participate in the Labor Management Cooperation Fund under authority of Section 6 (b) of the Labor Management Cooperation Act of 1978, 29 USC S175 (a) and Section 302 (c)(9) of the Labor Management Relations Act, 29 USC Section 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 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 one dollar (\$1.00) per man hours 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 Western 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 (\$20.00), 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 attorney's fees.

Section 8.05 The parties to this Agreement recognize that to meet with the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW Local Union and NECA Chapter shall implement a Code of Excellence Program. The program shall include minimum standards, as designed by the IBEW and NECA.

ARTICLE IX 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 customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE X
SEPARABILITY CLAUSE

Section 9.01 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.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

SIGNED

Western Massachusetts
Chapter of NECA

By: 

Title: Chapter Manager

Date: 07/10/17

By: 

Title: President NECA

Date: 7/10/17

By: 

Title: _____

Date: 7-10-17

SIGNED

Local Union # 7

By: 

Title: Business Manager

Date: 7-10-2017

By: 

Title: President, Local Union 7, IBEW

Date: 7/10/17

By: 

Title: _____

Date: 7/10/17