

## **TEXAS STATEWIDE ADDENDUM TO THE NATIONAL TELEDATA AGREEMENT**

This Agreement made and entered into and between the TEXAS Chapters of the NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS Local Unions in Texas, is applicable to and shall be utilized by all firms signing a Letter of Assent to the Teledata Agreement for all its work throughout the United States.

The term "Chapter or Employer", as hereinafter used, shall mean the Texas Chapters, NECA.

The term "Employer", as hereinafter used, shall mean an individual firm, corporation or company who has signed this Agreement or who has signed a Letter of Assent to this Agreement.

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

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

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

### **SCOPE**

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

### **WITNESSETH**

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

# TELEDATA AGREEMENT FOR THE STATE OF TEXAS

## ARTICLE I

### EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

Section 1.01 This Agreement shall take effect June 1, 2017 and shall remain in effect until May 31, 2022, 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 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 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 20<sup>th</sup> day of the month preceding the next regular meeting of the Council on Industrial Relations, may be submitted jointly or unilaterally by the parties to this Agreement 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 by either party of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

### AMENDMENTS

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

## **STATUS DURING DISPUTES**

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

## **GRIEVANCES - DISPUTES**

Section 1.05 There shall be a Labor Management Committee of three representing the Local Union(s) 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 secretary and chairman.

Section 1.06 All grievances or questions in dispute shall be adjusted by the duly authorized representatives 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 a majority vote. Four members of the Committee, two from each side, shall be a quorum for the transaction of business, but each side shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

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

Section 1.09 When any matter in dispute has been referred to conciliation or arbitration for adjustment, then 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 1.10 Any grievance which is not brought to the attention of responsible opposite parties to this Agreement in writing within thirty working days 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 Teledata Industry. Therefore, an Employer who contracts for Teledata work is a person, firm or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements and employing not less than one employee.

Section 2.02 The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in the collective bargaining agreement in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and

laying off employees, in transferring employees from job to job within the local union's geographical jurisdiction in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the Employer's and/or Owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.03 The Employer shall, when selecting foremen, have the right to call foremen by name.

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

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

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

## **UNION SECURITY**

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

## **BRINGING IN NON-RESIDENT WORKMEN**

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

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

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

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

## **UNION DUES DEDUCTIONS**

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

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

## **DUES DEDUCTION AUTHORIZATION**

Section 2.11 I hereby authorize and direct \_\_\_\_\_ to deduct from my pay Union membership initiation fee, dues and additional working dues in the amounts fixed in accordance with bylaws of Local Union \_\_\_\_ and the Constitution of the International Brotherhood of Electrical Workers and pay same to said Local Union in accordance with the terms of the bargaining agreement between the Employer 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.: \_\_\_\_\_

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## **MEMBERS CONTRACTING**

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

## **BETTER TERMS AND CONDITIONS**

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

Section 2.14 For all employees covered by this Agreement, the Employer shall carry workers compensation insurance with a company authorized to do business in the States where work is performed under this Agreement and such other protective insurance as may be required by the laws of these States, and he shall furnish satisfactory proof of such to the Union when requested. The

Employer shall also make payments to the States Unemployment Compensation Commission for all employees covered by the terms of this Agreement and shall pay all other taxes as may be required by State and Federal statutes.

### **UNION DISCIPLINE**

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

### **SUBCONTRACTING**

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

The subletting, assigning or transfer by an individual Employer of any work in connection with Teledata work to any person, firm or corporation not recognizing the IBEW or one of its local unions as the collective bargaining representative of his employees on any Teledata work to be performed at the site of the construction, alteration, painting or repair of a building will be considered a material breach of this Agreement.

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

### **SAFETY**

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

(b) 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.

(c) 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.

(d) No employees shall be compelled to use a powder-actuated tool. Only qualified employees shall be permitted to use powder-actuated tools.

(e) 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.

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

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

### **ARTICLE III**

#### **EMPLOYMENT REFERRAL PROCEDURE**

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

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

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

Section 3.04 The Local Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union; and such selection and referral shall not be affected in anyway by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation or 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 on Classifications and Groups listed in Appendix "A" of this Agreement. Each applicant for employment shall be registered in the highest priority group for which he qualifies.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## **ARTICLE IV**

### **CRAFT WORK**

#### **HOURS OF WORK**

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

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

#### **WORK DAY**

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

#### **OVERTIME AND HOLIDAYS**

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

## **CALL OUT AND MEALS**

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

## **REPORT TIME**

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

## **INCLEMENT CONDITIONS (OUTDOORS)**

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

## **HEADQUARTERS**

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

## **CHANGE OF HEADQUARTERS**

Section 4.08 Wages and the regular straight time rate shall be paid by the Employer to employees for traveling time when transferred from one job site to another job site during the workweek. When suitable transportation is made available by the Employer, no additional expense other than actual traveling time will be allowed. If transportation is not made available by the Employer, reimbursement will be paid on the basis of the approved IRS rates, per road map mile, to all employees involved.

## **SHIFT WORK**

Section 4.09 When so elected by the Contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours worked. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10%. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular rate plus 15%. A lunch period of thirty minutes shall be allowed on each shift. All overtime work required after the completion of a

regular shift shall be paid at one and one-half times the “shift” hourly rate. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

### **TRANSPORTATION**

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

### **NOTICE OF TRANSFER**

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

### **HEADQUARTERS LESS THAN FIVE DAYS**

Section 4.12 On any job of less than five days duration, the employee shall be reimbursed by the Employer at the rate of \$15.00 per day to compensate for the additional expense incurred. If an employee is moved on the fifth day, he will receive four days per diem.

### **UNION STEWARD**

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

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

### **NOTICE OF LAYOFF**

Section 4.15 The Employer agrees to notify any employee or employees 48 hours in advance of any layoff.

- (a) If the Employer gives notice of less than 24 hours, he shall pay the employee(s) 8 straight time hours.
- (b) If the employer gives notice of more than 24 hours but less than 48 hours, he shall pay the employee(s) 8 straight time hours.

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

## **INSTALLATION AND CUT OVERS**

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

## **TOOLS**

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

## **EMPLOYER TOOLS AND EQUIPMENT**

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

## **PAYDAY**

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

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

## **ARTICLE V**

### **WAGES AND FRINGE BENEFITS**

Section 5.01 Each International Vice President shall in conjunction with the appropriate local union(s) negotiate the minimum wage rate and fringe benefits for each classification, and attach them as Appendix AD≅. The basic classifications are Project Supervisor, Senior Technician, Technician, Junior Technician, Cable Puller I and II, Cable Splicer I and II, Equipment Operator I, II and III, Truck Driver/Ground Man/Demolition, Groundman 0-6 months/Demolition.

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

## ARTICLE VI

### APPRENTICESHIP AND TRAINING

Section 6.01 The parties hereto agree that as soon as practicable they shall meet and establish a training program as it relates to the Teledata Industry. When the program is established the program and wage rates for those employees covered under this program will become a part of this Agreement.

Upon acceptance of the apprenticeship program by both parties to this Agreement the following language shall be incorporated into each area Agreement. The current approved Teledata Area Training Agreement between the Employer(s) and/or \_\_\_\_\_ Chapter, NECA and the (several) local union(s) shall govern all matters of apprenticeship and training and the financing thereof. Apprentice wages and the ratio of apprentices to technicians and other categories of employees are specified in the area training agreement.

## ARTICLE VII

### NATIONAL ELECTRICAL BENEFIT FUND

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

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

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

Section 7.02 (a) The failure of an individual Employer to comply with the provisions of Sections 7.01 and 5.01 shall also constitute a breach of this Labor Agreement. 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 local 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.

(b) If, as a result of violations of this section, it is necessary for the local union and/or the

Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with sub-section (a) above, or to defend and action which seeks to vacate such award, the Employer shall pay any accountant's and attorney's fees incurred by the Local Union and/or fund trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

## **ARTICLE VIII**

### **INDUSTRY FUND**

Section 8.01 Each individual Employer shall contribute an amount not to exceed 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 payrolls 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 payrolls in excess of 150,000 man hours paid for electrical work in any one chapter area during any one calendar year.

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

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

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

## **ARTICLE IX**

### **NECA-IBEW LABOR MANAGEMENT COOPERATION FUND**

Section 9.01 The parties agree to participate in the NECA-IBEW Labor Management Cooperation Committee, or its successor, which is established under the authority of Section 6(b) of the Labor Management Relations Act of 1978, 29 USC §175(a) and §302(c)(9) of the Taft-Hartley Act, 29 USC §186(c)(9). The purpose of this committee is:

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 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.
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 (.014) 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 local chapter where the work is performed 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 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 attorney's fees.

## **ARTICLE X**

Section 10.01 The Employer agrees that any job site work, of any kind, which it (or any of its subcontractors) performs in the construction industry anywhere in the United States, shall be performed by the Employer or its subcontractors only under an Agreement with the appropriate IBEW local union having jurisdiction in the area where the work is to be performed.

**SAVINGS CLAUSE**

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

SIGNED

SIGNED

(NAME OF EMPLOYER OR ASSOCIATION)

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_