

AGREEMENT

BETWEEN

IOWA CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

AND

LOCAL UNIONS 13, 231, 288, 347, 405, and 704  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

December 1, 2009 - November 30, 2012

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## IOWA IBEW - NECA Voice-Data-Video Agreement

Voice-Data-Video Agreement by and between the Iowa Chapter, NECA (Employer) and IBEW Local Unions #13, #231, #288, #347, #405 and #704 (Employee). It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement and all approved addenda thereto.

Conditions relevant to a specific geographic area shall be negotiated and made part of this agreement as Addenda 1, 2, 3, 4, etc., and attached hereto. In the event that a dispute arises between the language of any Addendum and the Master Agreement, the Addendum language shall take precedence, provided such Addendum has been approved, the same as this Agreement. The only language in this agreement that shall not be altered or amended will be the language in Section 1.02, Section 2.02(a), Section 2.14(a) and (b), Article IV, Article V (NEBF), Article VI, Article VII, Article VIII and Article IX (Apprenticeship and Training).

As used hereinafter in this Agreement the term "Chapter" shall mean the signatory NECA Chapters and the term "Union" shall mean the signatory IBEW Local Unions. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

In all instances where the masculine gender is used herein, it shall be deemed to be both male and female.

### SCOPE

I. The work covered by this Agreement shall include:

The installation, testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision or digital for commercial, education, security and entertainment purposes for the following: T.V. monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

1. Background-foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Nurse call systems
5. Radio page systems
6. School intercom and sound systems
7. Burglar alarm systems
8. Low-voltage master clock systems
9. Multi-media/multiplex systems
10. Sound and musical entertainment systems
11. RF Systems
12. Antennas and Wave Guide

B. TELEVISION AND VIDEO SYSTEMS

1. Television monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
6. Satellite Systems
7. CATV and CCTV

C. SECURITY SYSTEMS

1. Perimeter security systems
2. Vibration sensor systems
3. Card access systems
4. Access control systems
5. Sonar/Infrared monitoring equipment

D. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)

1. PCM (Pulse Code Modulation)
2. Inventory Control Systems
3. Digital Data Systems
4. Broadband, Baseband and Carriers
5. Point of Sale Systems
6. VSAT Data Systems
7. Data Communication Systems
8. RF and Remote Control Systems
9. Fiber Optic Data Systems

E. FIRE ALARM SYSTEMS

1. Installation, wire pulling and testing

F. All pathways for Voice-Data-Video systems are included in the Scope of this agreement, except those excluded in II, Section D.

II. This Agreement specifically excludes the following work:

- A. Energy management systems.
- B. SCADA.
- C. Conduit, longer than ten (10) feet, shall be performed by inside wiremen. All other fire alarm work related to a raceway system may be performed under the terms of this agreement.
- D. This agreement specifically excludes any work which properly comes under the work description of Inside Journeyman Wiremen and excludes conduit runs longer than 10 feet. Conduit runs are described as EMT, rigid, PVC and divided wireways with power. Any dispute over the interpretation of this section will be referred the International Vice President and the NECA Regional Director for resolution.

## BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in both the Voice-Data-Video and Electrical/Electronic Industries. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in 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:

## ARTICLE I

### Effective Date -- Changes -- Grievances -- Disputes

#### Section 1.01

This Agreement shall take effect December 1, 2009, and shall remain in effect until November 30, 2012, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1st through November 30th 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, including this Article shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- d. Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relation may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- e. When a case has been submitted to the Council, it shall be the responsibility of the local negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- f. Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

### Section 1.03

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

### Section 1.04

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 state herein.

### Section 1.05

There shall be a state 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 state Labor-management Committee.

### Section 1.07

All matters coming before the state 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.

### Section 1.08

Should the state 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

The Council on Industrial Relations pursuant to its basic rule number XI shall appoint an interim committee to investigate each issue that has been submitted to it by the local parties for adjudication under Article 1.08 of this agreement. The



appropriate IBEW Vice President and Regional Executive Director of NECA shall be designated as the co-chairman of the committee. The co-chairman may appoint additional members to the committee not to exceed two members each. The purpose of this committee shall be to review those issues that have been referred by the local parties to the Council for adjudication. The interim committee shall make recommendations to the Council on each issue that has been referred to it prior to the next regular session of Council. The interim committee may share their recommendations with the local parties for their consideration prior to the Council session.

#### Section 1.10

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

#### Section 1.11

Any grievance which is not filed in writing within ten (10) working days of the grievant becoming aware of the grievance shall be deemed to no longer exist.

## ARTICLE II

### Employer Rights -- Union Rights

#### Section 2.01

Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer under the terms of this Agreement. Therefore, an Employer who contracts for such work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, a business telephone and adequate tools, equipment and inventory. The Employer shall maintain a suitable financial status to meet payroll requirements, and employing not less than one (1) Journeyman technician, when performing work covered under this Agreement.

- a. Employees, except those meeting the requirements of "Employer" as defined herein, shall not contract for any work as set forth under the "Scope of Work" of this Agreement.

#### Section 2.02

- a. The Unions understand 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 Unions' 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 Employees and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.
- b. The employer shall have the right to call Foreman by name provided:
  - (1) The employee has not quit his previous employer within the past two weeks.
  - (2) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said foreman provided the name appears on the highest priority group.
  - (3) When an employee is called as a foreman he must remain as a foreman for 1,000 hours or must receive a reduction in force.

### Section 2.03

For all employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance with a company authorized to do business in the State and such other protective insurance as may be required by the laws of the State in which the work is performed.

### Section 2.04

- a. The Employer agrees that if a majority of its employees authorizes the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the exclusive collective bargaining agent for all employees performing communication/electronic work within the jurisdiction of the Local Union on all present and future jobsites.
- b. 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 2.05

In order to protect and preserve, for the employees covered by this Agreement, and in order to prevent any device or subterfuge to avoid the protection and preservations of such work it is hereby agreed as follows: if and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint-venture, wherein the Employer, through its officers, directors, partner or stockholders, exercise either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

### Section 2.06

Free movement of men is allowed throughout any of the signatory Local Union jurisdictions. On all jobs exceeding seven calendar days in duration, the Employer shall notify the Local Union in whose jurisdiction he will be working, prior to starting a job

### Section 2.07

Not more than one (1) member of a firm (employer) shall be permitted to work with the tools, and then only when at least one (1) journeyman technician is working with him under the terms of this agreement. The name of the working member of the firm shall be filed with the Iowa Chapter, NECA office and made known to the business managers signatory to this agreement.

### Section 2.08

The Union has the right to appoint Stewards at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or on his job. No Steward shall be discriminated against by an Employer because of this faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union. Such removal would be subject to the grievance procedure.

### Section 2.09

The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement, provided he first notifies the Employer's local office.

### Section 2.10

- a. It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee, for an employee to refuse to cross or work behind a picket line which is sanctioned by the Building Trades Council, the Central Labor Council or the Local Union.
- b. Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner.
- c. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided by the Employer.

### Section 2.11

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

- b. The subletting, assigning or transfer by an individual Employer of any work in connection with electrical/electronic 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 voice-data-video or electrical/electronic work in the jurisdiction of this or any other local union to be performed at the site of the construction, alteration, painting or repair of a building structure or other work, will be deemed a material breach of this Agreement.
- c. All charges of violations of Paragraph (b) 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.

#### Section 2.12

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

#### Section 2.13

The Employer has the right to discharge any employee for just cause. When a regular employee is so discharged, the Employer shall promptly notify the Union in writing to this effect. No such notices shall be required in the case of a reduction in force. If any regular employee feels he has been unjustly discharged, he shall have the right to appeal his case to the state Labor Management Committee through the Union. Such appeal must be filed in writing by the Union within seven (7) calendar days from the date the Union is notified by the Employer of such discharge, or unless so filed, the right of appeal is lost.

#### Section 2.14

- a. The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.
- b. The Local Union Business Manager will notify the NECA Chapter of any concession that will be made on a particular job. It will be the responsibility of the individual employer to contact the NECA Chapter to determine if any special conditions will apply to a particular job.

#### Section 2.15

Each Employer shall furnish a surety bond, in the amount of \$5,000 to secure payment of all amounts due on account of payroll and fund deduction, contribution and reporting obligations of the Employer. Said bond shall be in the

form acceptable to the Union. The bond shall provide that it may not be terminated without thirty (30) days prior written notice to the Employer and the Local Union. The state Labor Management Committee 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 affect employees and direct payments of delinquent fund contributions from the bond directly to the Trustees of the affected funds or to their designated agents.

ARTICLE III  
HOURS -- WAGES -- FRINGES -- WORKING CONDITIONS

Section 3.01

- a. The appropriate Local Union and the NECA Chapter shall negotiate the minimum wage rates and fringe benefits for each classification and attach them as Addendum I. The basic classifications are Foremen, Journeyman Technician, Apprentice Technician, and Installer. Additional classifications may be negotiated as necessary.

Technicians shall be responsible for the following:

- cable pulling
- blueprint reading
- system layout
- system grounding
- checking circuit continuity
- identifying faults
- certifying system operation
- ground verification
- cable & wire terminations and testing
- installation of panels & network devices
- installation of crossconnects, interconnects, backbones and horizontals
- splicing of optical fiber cable
- system repair, service, testing and trouble shooting
- fabricating for field installations

NOTE: technicians can perform any and all work of the installer.

Installers shall be responsible for the following:

- blueprint reading
- cable pulling
- underground installations of cable
- support & fastening of cables

- splicing of wires and cables
- installation of junction and device boxes
- assist in cable and wire terminations and testing

NOTE: installers cannot perform any of the work of the technician.

- When the respective International Vice President and NECA Regional Director deem it necessary they may assist in local negotiations.
- The employer shall also be obligated to comply with the Trust Fund Rules and Regulations for the funds listed in Addendum II of this agreement.

### Section 3.02

Breaks: The workmen shall be permitted 2 10 minute breaks on the job-site, within an 8 hour day, and within the guidelines and policies established by the Employer. Breaks are intended to provide the workmen with a break. Therefore, they will be used for that purpose and not as a way to accumulate time for an early workday departure.

### Section 3.03 FOREMAN LANGUAGE

When four (4) or more workmen are employed, the employer shall appoint 1 technician as foreman.

### Section 3.04

- Eight (8) consecutive hours work between the hours of 6:00 A.M. and 6:00 P.M. (excluding a meal period of not less than one-half (1/2) hour) shall constitute a work day. Forty (40) hours within five (5) consecutive days, Monday through Friday, shall constitute the work week.
- When employees report at the shop or job and are not put to work due to conditions beyond their control they shall receive one (1) hours pay. Employees may be required to remain at the job site for the hours paid.
- When employees report and are put to work, they shall receive pay for a minimum of two (2) hours and shall remain on the job unless directed otherwise by the Employer.

### Section 3.05

No work shall be performed on Labor Day, except in case of emergency, or with the permission of the Business Manager where the work is being performed.



### Section 3.06

- a. Pay day shall be once each week no later than the fifth working day following the end of the Employer's weekly payroll period. Employees are to be paid at the option of the Employer in cash or negotiable payroll check, provided that the Employer makes arrangements for cashing such checks with a designated local bank. When employees are laid off or discharged, they shall be immediately paid all wages due. In the event the employee is not paid off, as provided above, waiting time at the appropriate rate shall be charged until payment is made. The Employer will either pay the employees at the job site during regular working hours or allow them sufficient time during regular working hours to report to the shop to receive their pay. Direct deposit is acceptable if mutually agreed by the Employer and employee. The Business Manager with the Chapter Manager, or their designated representative, shall have the right to visit the Employer's place of business during working hours to inspect the time cards and/or payroll records of the employees covered by this Agreement.
- b. All wage increases/decreases to go into effect on the first day of the new payroll week closest to the proposed change.

### Section 3.07

When so elected by the Employer, multiple shifts of at least five (5) days duration may be worked when two (2) or three (3) shifts are worked, the following conditions shall apply.

- a. The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Employees on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.
- b. The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Employees on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus ten percent (10%) for seven and one-half (7-1/2) hours work.
- c. The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Employees on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus fifteen percent (15%) for seven (7) hours work.
- d. When requested by the customer in writing on occupied remodel and renovation work, and when mutually agreed by the employee and Employer, a single shift of eight (8) hours may be performed Monday through Friday, excluding Saturdays, Sundays and Holidays, between the

hours of 2:30 P.M. and 6:00 A.M. The shift start time is anytime after 2:30 P.M. Employees shall received a minimum of eight (8) hours pay at the regular hourly rate plus ten percent (10%) regardless of the hours worked. Such written request shall be provided to the Union.

- e. A lunch period of thirty (30) minutes shall be allowed on each shift.
- f. 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.
- g. There shall be no pyramiding of overtime rates, and two (2) times the straight time rate shall be the maximum compensation for any hour worked.
- h. There shall be no requirement for a day shift when either the second or third shift is worked.

#### Section 3.08

On all jobs that are greater than 30 consecutive days, the working dues shall be paid to the local in which the work is performed. On all jobs less than 30 consecutive days, the dues shall be paid to the union hall that referred the employee.

#### Section 3.09

A bulletin board shall be provided by the Employer for the Union to post official notices to its members. In lieu of providing a separate bulletin board for the Union, the Employer may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union to post official notices.

#### Section 3.10

All work performed outside of the stated hours and on Saturdays will be paid at time and one-half of the regular straight-time rate. All work performed on Sundays and the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at double the straight-time rate of pay. Holidays occurring on Saturday shall be celebrated on Friday. Holidays occurring on Sunday shall be celebrated on Monday.

All work performed after twelve (12) consecutive hours worked, will be paid at double the regular straight-time rate.

#### Section 3.11

- a. Wages shall be paid for all time in going from shop to the job, from the job to the shop and from job to job.
- b. Travel Time and Mileage: Workmen shall not be required as a condition of employment to furnish the use of an automobile or other conveyance to transport men, tools, equipment or material. All facilities for such transportation shall be provided for by the employer.
- c. Travel allowance shall be paid before and after working hours to any workmen traveling to or from any job site outside of a 60 mile radius from the local union hall at the rate of twenty cents (\$.20) per mile for installers and thirty (\$.30) cents per mile for all other classifications, both directions. It is noted that mileage pay starts in excess of the 60 mile radius, and then it is paid from post office to post office.
- d. The employers shall also pay the employees actual expenses on work outside the person's home jurisdiction on jobs of more than one day's duration if the employee is required by the employer to stay overnight.

#### Section 3.12

The Employer agrees to deduct and transmit to the designated-COPE an amount of \$.05 per hour from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by the designated COPE.

These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee.

#### Section 3.13

Tools. 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 Addendum IV.

The Employer will furnish necessary locked storage to reasonably protect tools from the weather and vandalism and will replace such tools when tools are damaged on the job or stolen from the locked storage.

#### Section 3.14.

The Employer shall furnish all other necessary tools or equipment. Employees will be held responsible for the tools or equipment issued to them provided the Employer furnishes the necessary lockers, tool boxes, or other safe place of storage. Tools must be taken out and put away during working hours.

#### Section 3.15

Employees under this Agreement shall not be required to furnish power or special tools of test equipment. Employees shall not use the Employers' property such as tools, parts, test equipment and transportation for other than the Employers' business.

Section 3.16

Training. All Voice-Data-Video wiremen should be required to participate in an OSHA-10 training class and obtain an OSHA-10 card, as a condition of employment. (*Must have OSHA-10 by December 1, 2010.*)

If OSHA-10 training class is offered by the JATC, the class will be paid for by the JATC. IF employees do not choose to attend the classes offered by the JATC, the individual will be responsible for the cost of the training.

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 employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02

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

Section 4.03

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

Section 4.04

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

Section 4.05

The Local Union shall maintain a register of applicants for employment established in the basis of the GROUPS listed below. Each applicant for employment shall be registered in the highest priority GROUP for which he qualifies.

GROUP I

All applicants for employment who have three (3) or more years' experience in the trade, are residents of the normal commuting area constituting the normal labor market, have passed a Voice-Data-Video Journeyman Technician examination given by a duly constituted local union of the IBEW or have been certified as a Voice-Data-Video Journeyman Technician by any area Joint Apprenticeship and Training Committee, and who have been

employed in the trade for a period of at least one (1) year in the last three (3) years in the normal commuting area covered by the local union.

#### GROUP II

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

#### GROUP III

An applicants who has a minimum of two (2) years' experience in the communication industry, but does not meet the requirements of GROUP I or GROUP II.

#### GROUP IV

An applicants who does not meet the requirements of GROUPS I, II, & III.

#### Section 4.06

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

#### Section 4.07

The Employer shall notify the Business Manager promptly of 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 4.08

Experience in the trade is defined as performing work covered by the Scope of this Agreement.

#### Section 4.09

"Normal construction labor market" is defined to mean the geographical area as depicted in the local union agreements and attached hereto as Addendum 6.01 plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured.

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

#### Section 4.10

“Resident” means a person who has maintained his permanent home in the normal commute area of the applicable Local Union for a period of not less than one 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 4.11

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 Voice-Data-Video Local Union of the IBEW. Reasonable intervals of time for examinations area specified as ninety (90) days. An applicant shall be eligible for examination if he has three years’ experience in the trade.

#### Section 4.12

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

#### Section 4.13

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

#### Section 4.14

Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the “out-of-work list” and then referring applicants in the same manner successively from the “out-of-work list” in GROUP II, then GROUP III and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

#### Section 4.15

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

When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities. Additional exceptions may be listed under Addendum V.

#### Section 4.16

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

#### Section 4.17

It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the applicable Local Union of Sections 4.04 through 4.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the applicable Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but 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 4.18

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

#### Section 4.19

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

#### Section 4.20

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



ARTICLE V  
NEBF PENSION  
(NATIONAL ELECTRICAL BENEFIT FUND)

Section 5.01

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 agency.

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.

## ARTICLE VI

### NATIONAL ELECTRICAL INDUSTRY FUND (Required of NECA Members Only)

#### Section 6.01

Each individual Employer shall contribute an amount not to exceed one percent (1%) or less than .2 of 1% of the productive electrical payroll, as determined by each local chapter and approved by the Trustees, with the following exclusions:

1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 manhours.
2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 manhours 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 is performed. Failure to do so will be considered a breach of this Agreement on the part of the individual employer.

ARTICLE VII  
NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE  
(NLMCC)

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

1. to improve communication between representatives of labor and management;
2. to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5. to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and 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 (1c) 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 Iowa Chapter, NECA, or its designee, shall be the collection agent to this fund.

#### Section 7.04

If an Employer fails to make the required contributions to the Fund, the Trustees 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 payment. 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  
SAFETY

Section 8.01

- a. It is the Employers exclusive responsibility to insure the safety of its employees and their compliance with safety rules and standards. Employees failing to comply with safety and regulations established by the Department of Labor and Industry may be subject to discipline.
  
- b. The employer shall furnish all other necessary tools and equipment, as well as hard hats, goggles, and an approved personal grounding system. The employer may request an employee to sign a receipt for safety equipment issued at the time of employment. The receipt shall include authorization by the employee that the replacement cost of the equipment may be withheld from his/her paycheck unless it is returned in working condition. Workmen will be held responsible for the tools and equipment issued to them providing the Employer furnished the necessary lockers, toolboxes, or other safe place for storage. Any safety equipment that is personal in nature will be the responsibility of the employees. (i.e. - Safety boots and prescription glasses).

ARTICLE IX  
APPRENTICESHIP AND TRAINING

Section 9.01

The local Joint Apprenticeship and Training Committee (JATC) shall be fully responsible for the training of Voice-Data-Video apprentices, technicians, installers and installer trainees. The local JATC shall adopt apprenticeship standards and related documents provided by the National Joint Apprenticeship and Training Committee (NJATC) and registered with the Bureau of Apprenticeship and Training (BAT), United States Department of Labor (DOL).

Section 9.02

The local JATC may establish and maintain a subcommittee for as long as the JATC determines adequate and necessary. The subcommittee will be solely responsible for overseeing the training of Voice-Data-Video apprentices, technicians, installers and installer trainees.

Section 9.03

All appointments to the subcommittee shall be made in writing by the parent organizations. The term of appointment shall be made in writing to the local JATC and shall be for a specified period. Appointed terms shall be staggered so as to have only one IBEW and one NECA subcommittee members term expiring each year. Subcommittee members shall elect a Chairperson and a Secretary for the purpose of conduction meetings and maintaining accurate records pertaining to subcommittee business.

Section 9.04

Any and all matters deadlocked or unresolved by the subcommittee shall be referred to the JATC. Likewise, and decision by the subcommittee may be appealed to the JATC.

Section 9.05

Either the JATC or the authorized subcommittee shall make all training assignments with participating employers in the manner they deem appropriate.

Section 9.06

All apprentices will be required to satisfactorily complete the minimum three year course of study as provided by the NJATC in order to advance to the level of Sound and Communication Journeyman Technician. All advancements and Promotions within the apprenticeship program shall be approved by the JATC or the authorized subcommittee.

#### Section 9.07

Where it is deemed appropriate by the local parent parties, additional training in specific or limited areas of electrical related work processes in fire alarm or security systems may be covered under this agreement in order to provide training to meet local market needs.

#### Section 9.08

Failure to satisfactorily complete apprenticeship related studies and on the job training shall result in termination from the apprenticeship program. Such termination will prohibit future on the job training and employment under this agreement or participation in related training provided under this agreement.

#### Section 9.09

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 9.10

Using the registered selection procedures and criteria, the JATC or subcommittee shall maintain a list of qualified applicants who are eligible for indenture and placement within the program when it deems appropriate to increase the number of apprentices needed to meet market demands.

#### Section 9.11

While no participating employer is guaranteed any number or ratio of apprentices, the JATC or subcommittee shall make every effort to meet such needs within the allowable ratio. The allowable ratio shall be one to one (1 to 1) for apprentices to technicians.

#### Section 9.12

All training assignments of apprentices are to be issued by the JATC or its authorized subcommittee. The local union referral office will be notified of all such assignments and will be provided a copy of all On-the-Job-Training (OJT) assignments.

#### Section 9.13

The parties to this agreement shall be bound by the same Joint Apprenticeship and Training Trust Fund Agreement that is in place with the Local Union and NECA Chapter Joint Apprenticeship and Training Trust.

#### Section 9.14

All employers subject to the terms of this agreement shall contribute the same percentage of their gross labor payroll or cents per hour as specified in the local joint apprenticeship and training trust. The terms and conditions of payments and collection shall be the same as adopted by the local JATC trust.



ARTICLE X  
SUBSTANCE ABUSE

Section 10.01

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 substance abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component.

Each Contractor shall have the right to implement a company substance abuse policy that meets state and federal law and requires the company to bear all costs associated with the policy or the contractor can choose to opt in to all the terms and conditions of the drug testing policy of the inside agreement for the local from which the employee is referred.

When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

ARTICLE XI  
ADMINISTRATIVE MAINTENANCE FUND

Section 11.01

All Employers signatory to this labor agreement shall contribute \$.15 per hour for each hour worked under this Labor Agreement to the Administrative Maintenance Fund (AMF). The monies are for the purpose of administration of the collective bargaining agreement, grievance handling and all other management duties and responsibilities in this Agreement. These monies will not be used to the detriment of the IBEW. Payment will be made on a monthly basis and submitted along with the monthly report, which is due by the fifteenth of the following month. The Fund is to be administered solely by the Chapter. The enforcement of delinquent payments to the Fund shall be the sole responsibility of the Fund or the Chapter and not the Local Union.

ARTICLE XII  
SEPERABILITY CLAUSE

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

- 1 Appanoose, Davis, Des Moines, Henry, Jefferson, Keokuk, Lee, Louisa, Mahaska, Monroe, Van Buren, Washington and Wapello:

\_\_\_\_\_  
Signed for the Union

\_\_\_\_\_  
Signed for the Employers

- 2 Iowa: Lyon, Osecola, Dickinson, Emmet, Ida, Sac, Monona, Crawford, Sioux, O'Brien, Palo Alto, Plymouth, Cherokee, Storm Lake, Woodbury. Nebraska: Cedar, Dakota, Dixon, Knox, Pierce, Thurston, and Wayne. South Dakota: Clay, Union, and Yankton

\_\_\_\_\_  
Signed for the Union

\_\_\_\_\_  
Signed for the Employers

- 3 Black Hawk, Bremer, Buchanan, Butler, Cerro Gordo, Chicksasaw, Fayette, Floyd, Franklin, Grundy, Hancock, Howard, Kossuth, Mitchell, Winnebago, and Worth.

\_\_\_\_\_  
Signed for the Union

\_\_\_\_\_  
Signed for the Employers

- 4 Adair, Audobon , Boone, Calhoun, Carroll, Clarke, Dallas, Decatur, Greene, Guthrie, Hamilton, Hardin, Harding, Humboldt, Jasper, Lucas, Madison, Marion, Marshall, Pocohontas, Polk, Ringgold, Story, Tama, Union, Warren, Wayne, Webster, and Wright.

\_\_\_\_\_  
Signed for the Union

\_\_\_\_\_  
Signed for the Employers

- 5 Benton, Linn, Jones, Poweshiek, Iowa, and Johnson.

\_\_\_\_\_  
Signed for the Union

\_\_\_\_\_  
Signed for the Employers

- 6 Iowa: Dubuque, Winneshiek, Delaware, Clayton, and Allamakee. Wisconsin: Grant. Illinois: Jo Daviess

\_\_\_\_\_  
Signed for the Union

\_\_\_\_\_  
Signed for the Employers

Addendum I - Wages

**1.01 SOUTHEAST IOWA & OTTUMWA/LOCAL UNION #13**

The minimum hourly rate of wages shall be as follows:

CLASSIFICATION:                      EFFECTIVE DATE: 12/02/09

Foreman (\$1.00 OVER JT)    \$25.60

Journeyman Technician    \$24.60

Apprentice Technician:

Period    Percentage of JT    Wage

1	50%	\$12.30
2	55%	\$13.53
3	60%	\$14.76
4	65%	\$15.99
5	70%	\$17.22
6	80%	\$19.68

Installer    \$ 8.60

EFFECTIVE DATE:                      FUTURE WAGE INCREASE:

6/02/10	\$ .40
12/01/10	\$ .50
11/30/11	\$ .60

Addendum I – Wages

**1.02 SIOUX CITY DIVISION/LOCAL UNION #231**

The minimum hourly rate of wages shall be as follows:

CLASSIFICATION:                      EFFECTIVE DATE: 12/03/09

Foreman (\$1.00 OVER JT)    \$25.48

Journeyman Technician    \$24.48

Apprentice Technician:

Period    Percentage of JT    Wage

1	50%	\$12.24
2	55%	\$13.46
3	60%	\$14.69
4	65%	\$15.91
5	70%	\$17.14
6	80%	\$19.58

Installer    \$ 9.02

EFFECTIVE DATE:                      FUTURE WAGE INCREASE:

6/03/10	\$ .40
12/02/10	\$ .50
12/01/11	\$ .60

Addendum I - Wages

1.03 WATERLOO/CEDAR FALLS DIVISION/LOCAL UNION #288

The minimum hourly rate of wages shall be as follows:

CLASSIFICATION:                      EFFECTIVE DATE: 12/02/09

Foreman (\$1.00 OVER JT)                      \$25.92

Journeyman Technician                      \$24.92

Apprentice Technician:

<u>Period</u>	<u>Percentage of JT</u>	<u>Wage</u>
1	50%	\$12.46
2	55%	\$13.71
3	60%	\$14.95
4	65%	\$16.20
5	70%	\$17.44
6	80%	\$19.94

Installer                      \$ 9.38

EFFECTIVE DATE:                      FUTURE WAGE INCREASE:

6/02/10	\$ .40
12/01/10	\$ .50
11/30/11	\$ .60

Addendum I - Wages

1.04 DES MOINES & FORT DODGE DIVISIONS/LOCAL UNION #347

The minimum hourly rate of wages shall be as follows:

CLASSIFICATION:                      EFFECTIVE DATE: 12/01/09

Foreman (\$1.00 OVER JT)                      \$25.00

Journeyman Technician                      \$24.00

Apprentice Technician:

Period   Percentage of JT   Wage

1	50%	\$12.00
2	55%	\$13.20
3	60%	\$14.40
4	65%	\$15.60
5	70%	\$17.80
6	80%	\$19.20

Installer                      \$ 8.60

EFFECTIVE DATE:                      FUTURE WAGE INCREASE:

6/01/10	\$ .40
12/01/10	\$ .50
12/01/11	\$ .60



Addendum I - Wages

1.05 CEDAR RAPIDS/IOWA CITY DIVISION/LOCAL UNION #405

The minimum hourly rate of wages shall be as follows:

CLASSIFICATION:                      EFFECTIVE DATE: 12/02/09

Foreman (\$1.00 OVER JT)                      \$24.75

Journeyman Technician                      \$23.75

Apprentice Technician:

Period    Percentage of JT    Wage

1	50%	\$11.88
2	55%	\$13.06
3	60%	\$14.25
4	65%	\$15.44
5	70%	\$16.63
6	80%	\$19.00

Installer                      \$ 8.50

EFFECTIVE DATE:                      FUTURE WAGE INCREASE:

6/02/10	\$ .40
12/01/10	\$ .50
11/30/11	\$ .60

Addendum I - Wages

1.06 DUBUQUE DIVISION/LOCAL UNION #704

The minimum hourly rate of wages shall be as follows:

CLASSIFICATION:                      EFFECTIVE DATE: 12/01/09

Foreman (\$1.00 OVER JT)                      \$24.80

Journeyman Technician                      \$23.80

Apprentice Technician:

Period    Percentage of JT    Wage

1	50%	\$11.90
2	55%	\$13.09
3	60%	\$14.28
4	65%	\$15.47
5	70%	\$16.66
6	80%	\$19.04

Installer                      \$ 8.70

EFFECTIVE DATE:                      FUTURE WAGE INCREASE:

6/01/10	\$ .40
12/01/10	\$ .50
12/01/11	\$ .60

## Addendum II - Fringe Benefits

### 2.01 Health & Welfare Contribution

Employees working under this agreement will be required to participate in the local health and welfare programs which are provided for in the local union jurisdiction from which they have been referred, but the contribution rate will be as follows:

#### IBEW Local Union #13

Effective 12/02/09, the Health & Welfare contribution shall be \$4.75 per hour for all employees working under this agreement.

#### IBEW Local Union #231

Effective 12/03/09, the Health & Welfare contribution shall be \$4.48 per hour for all employees working under this agreement.

#### IBEW Local Union #288

Effective 12/02/09, the Health & Welfare contribution shall be \$4.10 per hour for all employees working under this agreement.

#### IBEW Local Union #347

Effective 12/01/09, the Health & Welfare contribution shall be \$5.15 per hour for all employees working under this agreement.

#### IBEW Local Union #405

Effective 12/30/09, the Health & Welfare contribution shall be \$5.40 per hour for all employees working under this agreement.

#### IBEW Local Union #704

Effective 12/01/09, the Health & Welfare contribution shall be \$5.55 per hour for all employees working under this agreement.

Apprentice wage rates shall be at the percentage specified by the collective bargaining agreement of the Technician base wage rate for the local area in which the apprentices are assigned.

### 2.02 Local Pension

Employees working under this agreement will be allowed to participate in the local pension program which is provided for journeyman electricians in the local union jurisdiction from which they have their membership, but the contribution rate shall be as follows:

Apprentice Technician      The same percentages (%) as wages of the journeyman technician, paid per hour worked, contributed by the employer.

Installer                      NO CONTRIBUTION

IBEW Local Union #13

Effective 12/02/09, the contribution shall be \$2.25 per hour worked, contributed by the employer for Foreman and Journeyman Technician.

IBEW Local Union #231

Effective 12/03/09, the contribution shall be \$2.64 per hour worked, contributed by the employer for Foreman and Journeyman Technician.

IBEW Local Union #288

Effective 12/02/09, the contribution shall be \$2.58 per hour worked, contributed by the employer for Foreman and Journeyman Technician.

IBEW Local Union #347

Effective 12/01/09, the contribution shall be \$2.45 per hour worked, contributed by the employer for Foreman and Journeyman Technician.

IBEW Local Union #405

Effective 12/02/09, the contribution shall be \$2.45 per hour worked, contributed by the employer for Foreman and Journeyman Technician.

IBEW Local Union #704

Effective 12/01/09, the contribution shall be \$2.25 per hour worked, contributed by the employer for Foreman and Journeyman Technician.

2.03    401(k) plan

There will be a 401 (k) plan set up, which shall be a voluntary deduct from the employee's wages, and shall be administered as per the rules of the local jurisdiction of the local in which the employee's pension is administered

2.04    Vacation

If an employee has been with the same employer for one (1) continuous year, from the date of hire, he/she will be eligible for one (1) week of paid vacation. After four (4) years of continuous employment, he/she will be eligible for two (2) weeks of paid vacation. After ten (10) years of continuous employment, he/she will be eligible for three (3) weeks of paid vacation.

## 2.05 Fringe Benefits Payments

All contributions and deductions required by the agreement shall be made and forwarded to the proper receiving agents along with the corresponding payment and payroll transmittals and post marked on or before the fifteenth (15) day, following the end of each calendar month. Receipt of payroll transmittals and payments shall constitute receipt for the purpose of determining timely payment.

All above listed contributions are due at said location and to be postmarked not later than fifteen (15) calendar days following the end of each calendar month.

Penalty for delinquent contributions shall be addressed per the applicable receiving parties.

## Addendum III - Hours and Working Conditions

3.01 When job conditions dictate and with mutual consent between the Employer and the Employee, the Employer will be allowed to establish a four (4) day, ten (10) hour per day work week. This work week will be specified in writing as being Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day shall be paid at the applicable overtime rate. If a recognized holiday falls during the work week, the parties, by mutual consent may elect to work four (4) ten (10) hour days for that week.

3.02 Modified Shift Clause. When so elected by the Contractor, multiple shifts of at least two (2) 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 6:00 a.m. and 4:30 p.m. Workmen on the "swing" 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 2:30 p.m. and 1:00 a.m. Workmen on the "swing" shift shall receive eight (8) hours pay at the regular hourly rate plus 10% for eight (8) hours work.
- The third shift (graveyard shift) shall be worked between the hours of 10:30 p.m. and 8:30 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for eight hours work.
- A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime 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.

## Addendum IV - Tool List

All employees (regardless of classification) shall furnish the following tools:

- 3 Screwdrivers, straight blade (1/8", 3/16", 1/4")
- 3 Phillips screwdrivers, (#0, #1, #2)
- 1 6" diagonal cutter
- 1 8" lineman's pliers
- 1 6" longnose pliers
- 1 8" channel lock pliers
- 1 8" adjustable (Crescent) wrench
- 1 Modular crimp tool
- 1 Coax compression crimp tool (Ideal #30-720 or equivalent)
- 1 Combination tool (crimper/cutter/ wire stripper)
- 1 Claw hammer
- 1 Nut driver set (3/16" through 5/8")
- 1 12" hacksaw
- 1 Keyhole saw and blade
- 1 12' measuring tape
- 1 Utility knife
- 1 Hand tool box
- 1 Flashlight
- 1 9" Level

4.02 All technician employees shall furnish the following tools:

- 1 Digital volt/ohm meter
- 1 Telephone test set
- 1 Toner/probe
- 1 714 punchdown tool w/66 and 110 blades

## Addendum V - Securing Qualified Employees

- 5.01 It is the intention of the parties to cooperate in the securing of competent employees. To that end, the union and the employers shall use any and all means feasible to secure this workforce, specifically during the start-up period of this agreement until qualified employees can be trained.
- 5.02 All potential employees shall be required to register with the union office.
- 5.03 The employer will be allowed to call any employee by name off the out-of-work referral list for the term of this agreement. This provision could also be extended to future agreements by mutual consent.
- 5.04 New employees, those never before working under the terms of this agreement, shall be hired on a probationary basis for the first thirty (30) working days of their employment. If, after a fair trial, any such employee, in the sole discretion of the Employer, is found not qualified to perform the duties required of him, he may be discharged without notice at any time during such probationary period of employment.
- 5.05 Software programmers are excluded from the scope of this agreement provided they are not utilizing the tools of the trade to perform the work which falls under the jurisdiction of technicians or installers. They will be allowed to use lap top computers, telephone test sets, and similar test equipment within the patch panels, as well as testing the integrity of the system and installing network devices (computer cards) within a computer.