

*Local Union 1253, IBEW and Boston Chapter, NECA-Maine Division*

# INSIDE TELEDATA AGREEMENT



September 1, 2021 – May 31, 2024

*Local Union 1253, IBEW and Boston Chapter, NECA-Maine Division*  
**INSIDE TELEDATA AGREEMENT**

This agreement made an entered into by and between **Local Union 1253**, of the International Brotherhood of Electrical Workers, and Electrical Contractors Association of Greater Boston, Inc., **Boston Chapter, NECA-Augusta, Maine Division** for Inside Teledata work within the Second District IBEW.

The term Employer or Company as hereinafter used, shall mean the Electrical Contractors Association of Greater Boston, Inc., Boston Chapter, NECA-Augusta, Maine Division.

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

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

**SCOPE**

All installation, operation, inspection, maintenance, repair and service radio, television, video, recording voice, sound, nurse calls, emergency call, microwave and visual production and reproduction apparatus, equipment and appliances used for domestic, commercial, education and entertainment purposes; all installation and erection of equipment, apparatus or appliance, cables and/or wire, emergency power (batteries) and all directly related work which becomes an integral part of the telecommunication and/or telecommunications related systems repair and service maintenance work of telecommunications systems and devices including, but not limited to, Private Branch Exchanges (PBX-PABX), Key equipment and associated devices, PCM, T1, and/or telephone related systems, customer-owned or employer-owned. The repair, maintenance and operation of fire alarm systems. The installation, repair, maintenance and operation of hold-up alarm, burglar systems. The installation, repair, maintenance and operation of hold-up alarm, burglar alarm surveillance systems. CCTV, CATV, card access, Systems RS 232 ethernet and/or any local area network system associated with computer installation.

**WITNESSETH**

Whereas, the parties hereto desire to establish 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 the Union during the life of the Agreement.

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

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

**ARTICLE I**  
**EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES**

**Section 1.01** This Agreement shall take effect September 1, 2021 and shall remain in effect until May 31, 2024 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, 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 Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

**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 stated herein.

**GRIEVANCES/DISPUTES:**

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

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

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

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

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

## **ARTICLE II EMPLOYER RIGHTS - UNION RIGHTS**

**Section 2.01** Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the 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 Local Union 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 union's geographical jurisdiction in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the Employer's and/or Owner's rules and regulations not inconsistent with this agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

**Section 2.03** The employer shall have the right to call a foreman by name provided:

- a. The employee has completed the Code of Excellence foreman training.
- b. The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as foreman. Upon such request, the business manager shall refer the foreman provided the name appears on the highest priority group.
- c. When an employee is called as a foreman, he must remain as a full time paid foreman for one hundred and twenty days (120) or must receive a reduction in force.
- d. The requested foreman has not quit their most recent employer under this agreement in the last two weeks.

**Section 2.04** The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, suspend, discharge, promote, demote or transfer employees

for just cause, except as these rights may be limited by direct and specific provisions of this Agreement. However, the right of the Union to bring a grievance alleging abuse of these rights is recognized.

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

### UNION SECURITY

**Section 2.06** 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 2.07** Any signatory firm performing work within the scope of this Agreement and within the jurisdiction of 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.

### UNION DUES DEDUCTIONS

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

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

### UNION DEDUCTION AUTHORIZATION

**Section 2.10** 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 1253 and the Constitution of the International Brotherhood

of Electrical Workers and pay same to said Local Union in accordance with the terms of the bargaining agreement between the Employers and the Union.

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

Date:

Signature \_\_\_\_\_

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

### **MEMBERS CONTRACTING**

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

### **BETTER TERMS AND CONDITIONS**

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

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

### **UNION DISCIPLINE**

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

### **SUBCONTRACTING**

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

The subletting, assigning or transfer by an individual Employer of any work in connection with 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 in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building will be considered 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 2.16** (a) There shall be a Joint Safety Committee consisting of three members representing the Employer and three members representing the Union. The Committee will act exclusively in an advisory capacity to the Employer. The duties of this Committee shall be to develop and recommend to the Employer safe work rules that are equal to or greater than the standards of Construction as established by the Occupational Safety and Health Act of 1970 or other applicable Federal or State laws. Such rules, and the other safety rules provided in this Article are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

- 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 power actuated tool. Only qualified employees shall be permitted to use power 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 and shall furnish individual safety glasses, protective gloves and raingear when needed.
- f. It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

## **WORKER RECALL**

**Section 2.17** An employer shall have the right to recall for employment any former employee that the employer has laid off, provided that the Business Manager confirms the following:

- a. The former employee is in the highest level group on the referral list containing applicants available for work, regardless of the individual's position on the list, or, if the former employee

- is a CW/CE, he or she is available for assignment regardless of the individual's position on the list;
- b. The recall is made within 45 days from the time of layoff;
  - c. The former employee has not quit his most recent employer under this agreement within the two weeks prior to the recall request;
  - d. And the former employee is not an apprentice.
  - e. The Employer and Union agree to promote recall in lieu of furloughs.

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

**Section 3.05** The Local Union shall maintain a register of applicants for employment established on the basis of the GROUPS listed below. Each applicant for employment shall be registered in the highest priority GROUP for which he qualifies.

#### **Group I**

All applicants for employment who have three (3) or more years' experience in the trade, are residents of the normal commuting area constituting the normal labor market, have passed a Sound and Communication Journeyman Technician examination given by a duly constituted local union of the IBEW or have been certified as a Sound and Communication Journeyman Technician by any area Joint Apprenticeship and Training Committee, 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 I status shall be limited to one local union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall, by electronic means, notify the business manager of the applicant's former Group I status local union.

## **Group II**

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

## **Group III**

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

## **Group IV**

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

**Section 3.06** If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, 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** "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

**Androscoggin County (Townships):** Greene, Leeds, Livermore, Livermore Falls, Turner, Wales, Webster.

**Franklin County (Townships):** Carthage, Chesterville, Farmington, Industry, Jay, Perkins Pl., New Sharon, Temple, Washington Pl., Wilton.

**Hancock County (Townships):** Entire County--All Townships.

**Kennebec County:** Entire County--All Townships.

**Knox County:** Entire County--All Townships.

**Lincoln County (Townships):** Alna, Bremen, Damariscotta, Dresden, Jefferson, Monhegan, Nobleboro, Somerville, Waldoboro, Whitefield.

**Penobscot County (Townships):** Alton, Argyle, Bangor, Bradford, Bradley, Brewer, Burlington, Carmel, Carroll, Charleston, Chester, Clifton, Corinna, Corinth, Dixmont, Eddington, Edinburg, Enfield, Etna, Exeter, Garland, Glenburn, Grand Falls, Greenbush, Greenfield, Hampden, Hermon, Holden, Howland, Hudson, Kenduskeag, LeGrange, Lakeville, Lee, Levant, Lincoln, Lowell, Mattamiscontis, Maxfield, Milford, Newburg, Newport, Old Town, Orono, Orrington, Passadumkeag, Plymouth, Prentiss, Seboeis, Springfield, Stetson, Summit, Veazie, Webster, Winn, 2R. 8, 3R. 1, 5R.

**Piscataquis County (Townships):** Abbott, Atkinson, Bernard, Blanchard, Bowerbank, Brownville, Dover-Foxcroft, Elliotsville, Greenfield, Guildford, Kingsbury, Little Squaw, Medford, Milo, Monson, Orneville, Parkman, Sangerville, Sebec, Shirley, Squaw, Wellington, Williamsburg, Willimantic.

**Sagadahoc County (Townships):** Bowdoin, Bowdoinham, Richmond.

**Somerset County (Townships):** Athens, Bald Mt., Bingham, Brighton Place, Canaan, Carratunk, Cornville, East Moxie, Fairfield, Harmony, Hartland, Indian Pond, Madison, Mayfield, Mercer, Moxie Gore, Norridgewock, Palmyra, Pittsfield, Ripley, Skowhegan, Solon, Squaretown, Starks, St. Albans, The Forks.

**Waldo County:** Entire County--All Townships.

**Washington County:** Entire County--All Townships.

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

**Section 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** 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 Teledata Technician Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

**Section 3.11** The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

#### **RE-REGISTRATION:**

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

**Section 3.15** The only exception which shall be allowed in this order of referral are as follows:

a. When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

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

**Section 3.16** An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

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

**Section 3.18** A representative of the Employer or the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

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

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

#### **REVERSE LAYOFF:**

**Section 3.21** When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

(a). Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group, then those in Group II, and then those in Group I.

(b). Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 3.15(a), is required.

(c). Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Technician, they will be slotted in the appropriate Group in paragraph (a). above.

#### **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 Local Union) with one-half hour for lunch shall

constitute a workday. Forty hours within five days, Monday through Friday shall constitute the work week.

(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 at the make-up day at the straight time rate of pay. The application of this workweek must be mutually approved by the Local Union and the Employer prior to implementation. In addition, any varieties in starting times of the actual days worked must be agreed upon by the Union and the Employer prior to implementation.

## **OVERTIME AND HOLIDAYS**

**Section 4.02** Work performed on Sundays and the following holidays - New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving, and Christmas Day, or days celebrated as such, shall be at double the regular straight time rate of pay. If a holiday falls on Saturday, then Friday will be recognized and celebrated as the holiday. If a holiday falls on Sunday, then Monday will be recognized and celebrated as the holiday. All other overtime work shall be paid at one and one-half (1-1/2) the regular straight time rate of pay.

**Section 4.03** 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 current IRS mileage allowances, which will be updated annually to concur with IRS mileage allowances during the life of this Agreement, to all employees involved.

## **SHIFT WORK**

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

## **UNION STEWARD**

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

## NOTICE OF LAYOFF

**Section 4.06** The Employer shall notify the Local Union and the employee 24 hours in advance of any lay-off whenever possible, Saturdays and Sundays excepted.

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

## TOOLS

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

## EMPLOYER TOOLS AND EQUIPMENT

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

## PAYDAY

**Section 4.09** 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.

## ARTICLE V CLASSIFICATIONS, WAGES, FRINGE CONTRIBUTIONS & DEDUCTIONS

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

**Section 5.02** By mutual agreement, the Business Manager and NECA Chapter Manager may authorize the adjustment of wage rates, benefits and job conditions on prevailing rate projects to meet market conditions.

**Section 5.03** Subject to mutual agreement by the parties, workers who incur lost time due to a required arbitrary drug test shall be eligible for reimbursement by the LMCC.

## ARTICLE VI APPRENTICESHIP AND TRAINING

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

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of two to four members appointed by the IBEW Local Union, and an equal

number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Telecommunications Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee shall include: interviewing, ranking and selecting applicants and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

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

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

The subcommittee, where one is established by the JATC, shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges.

The JATC, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be considered confidential and shall be regarded as the property of the JATC and its subcommittee, where a subcommittee is properly established.

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

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

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

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

**Section 6.07** The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, unless the individual has properly reapplied for the

apprenticeship program and been selected. The individual shall not be permitted to be classified as an Installer/Technician, or provided any other classification under this agreement, until two years after they should have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

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

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

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

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

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

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

**Section 6.14** All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: \$1.05 per hour (percent of the gross monthly labor payroll or cents per hour for each hour worked.) This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

**ARTICLE VII  
NATIONAL ELECTRICAL BENEFIT FUND**

**Section 7.01** 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 agent.

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

**Section 7.02** The Employer shall also be obligated to comply with the Trust Fund rules and Regulations for the Local Union area listed in Appendix "B" of this Agreement.

**Section 7.03** (a) The failure of an individual Employer to comply with the provisions of Sections 7.01, 7.02, shall also constitute a breach of this Labor Agreement. As a remedy for such a violation, the Labor Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which may have resulted in the violation.

(b) If, as a result of violations of this section, it is necessary for the union and/or Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (a) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorney's fees incurred by the 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 one percent (1%) nor less than .2 or 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

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

**Section 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, Section 8.01 shall not bind the employer to make any payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

## **ARTICLE IX LOCAL LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)**

**Section 9.01** The parties agree to participate in a Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

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

**Section 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 LMCC, as provided in said Agreement and Declaration of Trust.

**Section 9.03** Each employer shall contribute 0.15 (fifteen cents) per hour worked under this agreement beginning June 1, 2011. 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 Electrical Contractors of Greater Boston Inc. Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

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

**Section 10.01** 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 organization effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;

- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) to enhance the involvement of workers in making decisions that affect their working lives; and
- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

**Section 10.02** 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 10.03** Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Electrical Contractors Association of Greater Boston, Inc., NECA, or its designee, shall be the collection agent for this Fund.

**Section 10.04** 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 collection the payment together with attorneys' fees.

## **ARTICLE XI SUBSTANCE ABUSE**

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

**ARTICLE XII**  
**MAINE EARNED PAID LEAVE**

**Section 12.01** The employer will follow the requirement of 26 M.R.S. §637.

**APPENDIX A**

INSIDE TELEDATA TRUST LANGUAGE FOR HEALTH & WELFARE, PENSION, JATC,  
LLMCC and deducts for PAC and Maine Electrical Workers Support Fund

To finance the NECA/IBEW Family Medical Care Plan (FMCP), it is mutually agreed between the parties hereto that the employer will contribute the sum of \$8.00 for each actual hour worked by the employees in the bargaining unit, represented by the Union under this Agreement.

To finance the I.B.E.W. Local 1253 Retirement Plan it is mutually agreed between the parties hereto that the employer shall contribute the sum of \$5.69 for each actual hour worked by the employees in the bargaining unit, represented by this Agreement.

To finance the Local #1253 Apprenticeship Trust Fund it is mutually agreed between the parties hereto that the employer shall contribute the sum of \$0.91 for each actual hour worked by the employees in the bargaining unit, represented by this Agreement.

To finance the Local #1253 Local Labor Management Cooperative Committee it is mutually agreed between the parties hereto that the employer shall contribute the sum of \$0.15 for each actual hour worked by the employees in the bargaining unit, represented by this Agreement.

All payments are due and should be made by the fifteenth of the month following the month in which the employment took place, but not later than seventy-two (72) hours following the end of the work month. Employers who are delinquent in their payments shall be subject to having his agreement terminated, upon seventy-two (72) hours' notice in writing being served by the Local Union, provided the Employer fails to show satisfactory proof that the delinquent payments have been paid.

Individual employers who fail to remit as provided in Appendix A shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been made.

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

(b) If, as a result of violations of this Section, it is necessary to the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with subsection (a) above, or to defend an action which seeks to vacate such award, the Employer shall

pay an accountants and attorneys fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

**PAC deduct (voluntary)**

The Employer does hereby agree to deduct five cents (.05) per hour from each Employee (I.B.E.W. Members only) payable into I.B.E.W. Local Union No. 1253's P.A.C. for all hours worked provided the Employee has voluntarily signed an authorization card for said deduction. The Employer agrees to remit these monies to I.B.E.W. Local Union 1253's P.A.C. in the same manner as the payments to the Health and Welfare, Pension, and Apprenticeship Training contributions.

**Maine Electrical Workers Support Fund**

The employer does hereby agree to deduct five cents (\$.05) per hour for each employee (as voted on by the Membership in April 2011) and to remit monthly in the same manner as above to the Maine Electrical Workers Support Fund.

APPENDIX A  
CLASSIFICATIONS - WAGES - FRINGES - CONTRIBUTIONS – DEDUCTIONS

**TELEDATA TECHNICIAN** wage rates are set at 85% of the Inside Journeyman Wage Rate. Future wage/fringe allocations to Health and Pension Funds will be at 100% of the allocation.

**Labor Management Committee  
For The Electrical Industry of Maine**  
International Brotherhood of Electrical Workers • Local Union 1253  
National Electrical Contractors Association • Maine Division



**WAGE RATE MEMORANDUM**

**TO:** All Signatories: Inside Agreement  
**FROM:** Chuck Fraser, Business Manager, Local 1253, IBEW  
Kristen Gowin, Executive Manager, Boston Chapter, NECA-Maine Division  
**SUBJECT:** TELEDATA Wage Rates and Fringe Benefits  
**DATE:** September 1, 2021

Please be advised that the wage/fringe increase scheduled for September 1, 2021 has been reallocated as follows: Journeyman Wage Rate increases 77¢ per hour. With the exception of the NEBF which is set at 3% of Gross Labor Payroll, all other fringe benefits remain unchanged. Rates for foremen and apprentices have been adjusted accordingly.

<b>TELEDATA CONSTRUCTION</b> (85% of journeyman rate)							
Effective:		9/1/2021	1/1/2022	6/1/2022	1/1/2023	6/1/2023	1/1/2024
<b>Wage Rates:</b>							
General Foreman:	120%	\$33.56	\$34.36	\$35.22	\$36.14	\$37.01	\$37.92
Foreman:	110%	30.77	31.49	32.29	33.13	33.92	34.76
<b>Technician Wage Rate and Fringe Benefits:</b>							
Technician Wage Rate		\$27.97	\$28.63	\$29.35	\$30.12	\$30.84	\$31.60
Health & Welfare		8.00	8.12	8.12	8.12	8.12	8.12
Pension		5.69	5.69	5.69	5.69	5.69	5.69
JATC		0.91	0.91	0.91	0.91	0.91	0.91
LMCC		0.15	0.15	0.15	0.15	0.15	0.15
NLMCC		0.01	0.01	0.01	0.01	0.01	0.01
NEBF(3% of gross wages)		0.84	0.86	0.88	0.90	0.93	0.95
Sub-Total		\$43.57	\$44.37	\$45.11	\$45.90	\$46.65	\$47.43
NEIFISC(0.6%)		0.17	0.17	0.18	0.18	0.19	0.19
Total		\$43.74	\$44.54	\$45.29	\$46.08	\$46.84	\$47.62
<b>Apprentices Wage Rates:<sup>(1)(3)</sup></b>							
Period 1	60%	17.78	18.18	18.61	19.07	19.50	19.96
Period 2	65%	19.18	19.61	20.08	20.58	21.05	21.54
Period 3	70%	20.58	21.04	21.55	22.08	22.59	23.12
Period 4	75%	21.98	22.47	23.01	23.59	24.13	24.70
Period 5	80%	23.38	23.90	24.48	25.10	25.67	26.28
Period 6	85%	24.77	25.34	25.95	26.60	27.21	27.86
<b>Apprentices Wage Rates:<sup>(4)</sup></b>							
Period 1 (0 - 999 hours)	65%	18.18	18.61	19.08	19.58	20.05	20.54
Period 2 (1,000 - 1,999 hours)	70%	19.58	20.04	20.55	21.08	21.59	22.12
Period 3 (2,000 - 3,499 hours)	75%	20.98	21.47	22.01	22.59	23.13	23.70
Period 4 (3,500 - 4,999 hours)	80%	22.38	22.90	23.48	24.10	24.67	25.28
Period 5 (5,000 - 6,499 hours)	85%	23.77	24.34	24.95	25.60	26.21	26.86
Period 6 (6,500 - 7,999 hours)	90%	25.17	25.77	26.42	27.11	27.76	28.44
<b>Apprentice Fringe Benefits:</b>							
Health & Welfare		8.00	8.12	8.12	8.12	8.12	8.12
Pension (All Periods <9-1-18) <sup>(2)</sup>		4.69	4.69	4.69	4.69	4.69	4.69
Period 1 (>9-1-18)	N/A	-	-	-	-	-	-
Period 2 (>9-1-18)	10%	0.57	0.57	0.57	0.57	0.57	0.57
Period 3 (>9-1-18)	25%	1.42	1.42	1.42	1.42	1.42	1.42
Period 4 (>9-1-18)	50%	2.85	2.85	2.85	2.85	2.85	2.85
Period 5 (>9-1-18)	60%	3.41	3.41	3.41	3.41	3.41	3.41
Period 6 (>9-1-18)	80%	4.55	4.55	4.55	4.55	4.55	4.55
JATC		0.91	0.91	0.91	0.91	0.91	0.91
LMCC		0.15	0.15	0.15	0.15	0.15	0.15
NLMCC		0.01	0.01	0.01	0.01	0.01	0.01
NEBF(3% of gross wages)							

**Deduction: Working Assessment: 3% of gross wages, Support Fund: 5¢ per hour, Local 1253 PAC: 5¢ per hour**

(1) Apprentice wage rates are based on the current electrician rate times the applicable percentage plus \$1.00.  
 (2) For apprentices starting prior to 9-1-18, the pension contribution equals the technician contribution, less \$1.00. For apprentices starting after 9-1-18, the pension contribution is a % of the technician contribution rate as designated.  
 (3) Apprentices indentured before June 1, 2021 will maintain current period increases for the duration of their apprenticeship.  
 (4) Apprentices indentured after June 1, 2021 will adhere to the new rate structure.

**APPENDIX B**  
**JURISDICTION - SCOPE - PORTABILITY**

The following shall provide in the geographical jurisdiction of the Second District IBEW: The tasks reference in the scope of this agreement shall be performed in whole by those classifications set forth in Appendix A of this agreement. The Employer recognizes and agrees that the union represents such employees in accordance with the definitions set forth in the constitution of the International Brotherhood of Electrical Workers AFL-CIO and the bylaws of the several IBEW Construction Local Unions, Second District IBEW. This agreement shall not be construed as constituting an agreement for the contracting of electrical construction work. This Agreement does apply to new construction and to retrofits unless the Inside Local Unions can demonstrate that it otherwise controls the work.

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

The provisions of this Inside Teledata Agreement shall apply in the geographical jurisdictions of Local Unions 7, 35, 90, 96, 99, 208, 223, 300, 488, 490, 567, 1253.

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

NOTE: This inside Teledata Agreement shall not apply to the geographical jurisdiction of Local 103, Boston, Mass.

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

It is agreed by the parties to this Agreement that members of Local 1253, when working under the terms of the Local 1253 Teledata Agreement and traveling into another Local's jurisdiction within the State of Maine, shall be paid wages and fringes not less than those established in Appendix A of the Local 1253 Teledata Agreement.

## APPENDIX C TOOLS

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

- INSIDE:
- 1 Diagonal Cutters 6"
  - 1 Long Nose Pliers 6"
  - 1 3/16" x 4" or 6" Screw Driver
  - 1 1-3/8" c 6" or 8" Screw Driver
  - 1 #3 Phillips Head Screw Driver
  - 1 #2 Phillips Head Screw Driver
  - 1 #1 Phillips Head Screw Driver
  - 1 Punch-down tool (Type 66 & 110)
  - 1 Torpedo Level 9"
  - 1 Keyhole Saw
  - 1 8" Diagonal Cutters (side cutters)
  - 1 Claw Hammer
  - 1 Hacksaw Frame
  - 1 Knife
  - 1 Awl
  - 1 Tool Box
  - 1 25' Tape Measure
  - 1 Flashlight
  - 1 Cable Splicing Kit (including snips & knife)

**APPENDIX D**

**ELIGIBILITY - BONDING - SAVINGS CLAUSE - SIGNATURES**

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

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 deductions, contributions and reporting obligations required of the employer by this agreement. Such bond shall provide that it may not be terminated without thirty (30) calendar days prior written notice to both the employer and the local union.

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.

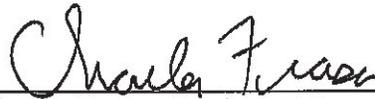
The parties signatory to this Inside Teledata Agreement and the Appendixes attached which are a part thereof, agree that for all work performed under said agreement within the Second District IBEW, they will adhere to the terms and conditions as set forth herein and/or subsequently modified.

Signed for the

Signed for

Boston Chapter, NECA-Maine Division:

Local Union 1253, IBEW:



Kristen Gowin, Executive Manager

Charles Fraser, Business Manager

Date 12-6-21

Date 11-30-2021

*Local Union 1253, IBEW and Boston Chapter, NECA-Maine Division*  
**INSIDE TELEDATA AGREEMENT**

**MEMORANDUM OF UNDERSTANDING**

Memorandum of Understanding to the Teledata Agreement by and between the Boston Chapter, NECA, Maine Division and Local Union 1253, IBEW.

This Memorandum of Understanding shall take effect September 1, 2021 and shall remain in effect until May 31, 2024. It shall continue in effect from year to year thereafter, from June 1<sup>st</sup> through May 31<sup>st</sup> of each year, unless changed or terminated in accordance with Article I of the Teledata Agreement.

Whereas it is agreed by the parties to this Agreement that Technicians organized into the Teledata Division possess varying skills, experience and capabilities, and

Whereas it is agreed by the parties to this Agreement that it is in the best interests of the union Teledata industry that Technicians be classified appropriately,

Therefore it is agreed in principal that the parties to this Agreement will implement a system to fairly and accurately, to the highest extent possible, classify organized Technicians based on those classifications established in Appendix A of this Agreement.

Signed for the

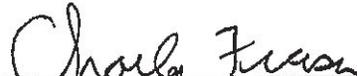
Signed for

Boston Chapter, NECA-Maine Division:

Local Union 1253, IBEW:



Kristen Gowin, Chapter Manager



Charles Fraser, Business Manager

Date 12-6-21

Date 11-30-2021

