

INSIDE CONSTRUCTION AGREEMENT

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL 1253 IBEW



ELECTRICAL CONTRACTORS' ASSOCIATION
OF GREATER BOSTON, INC.
BOSTON CHAPTER NECA - MAINE DIVISION



September 1, 2021 THROUGH May 31, 2024

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INSIDE AGREEMENT

Agreement by and between the Electrical Contractors Assn. of Greater Boston Inc. (NECA) and Local Union No. 1253, IBEW.

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

As used hereinafter in this Agreement, the term NECA shall mean the Electrical Contractors of Greater Boston Inc. and the term "Union" shall mean Local Union No. 1253, IBEW.

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

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in 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

EFFECTIVE DATE:

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.

CHANGES:

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 Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirement, and employing not less than one Journeyman Wireman.

MANAGEMENT RIGHTS:

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

WORKERS COMP INSURANCE:

Section 2.03 For all employees covered by this agreement, the employer shall carry Workman's Compensation Insurance with a company authorized to do business in the State of Maine, Social Security and such other protective insurance as may be required by the laws of the State of Maine. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of employees.

SURETY BOND:

Section 2.04

a. The Union shall have the right to require new Employers, Traveling Contractors, and Signatory Contractors with a known pattern of tardiness with respect to Trust Fund payments under Section 6.10 as determined by the Labor Management Conference Committee, to post sufficient and acceptable bond as determined by the Committee to insure payments on all wages and benefits required by this Agreement, to execute and deliver to the Union a Surety Bond in the amount of:

1 to 10 Employees \$50,000
11 to 20 Employees \$80,000
21 to 30 Employees \$120,000
31 to 40 Employees \$150,000
Over 40 determined by the LMCC

b. Each individual Employer shall furnish a Surety Bond in a sufficient amount as determined by the Labor-Management Committee. The purpose of this bond is to assure payments by the Employer to the Health and Welfare, Pension, J.A.T.C. Funds, L.M.C.C. and Wages, all of which payments are referred to in this Agreement. This bond shall be issued by an Insurance Company licensed in the State of Maine.

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

JOINT VENTURE:

Section 2.05 Employers engaged in joint-venture jobs shall be considered as a new and separate individual Employer, with all rights herein as apply to an individual participating Employer. There shall be no transfer of workmen between a joint-venture and any or all of the Employers comprising the joint-venture.

FAVORED NATIONS:

Section 2.06 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this 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.

UNION RECOGNITION:

Section 2.07

(a). The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

(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 determinations.

NON-RESIDENT EMPLOYEES:

Section 2.08 An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.09 No more than one individual connected with an employing concern as owner, manager, superintendent, or partner shall perform any manual electrical work, and only during the regular working hours specified in the Agreement, unless accompanied by a Journeyman.

Section 2.10 Employers shall not loan their employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skill are not available through the Referral Procedure.

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 electrical work.

Section 2.12 Journeyman Wireman shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications. When necessary to use temporary light and/or power on any foundation or building work, such temporary work shall be installed in a safe manner under the terms of this Agreement.

Section 2.13 A Journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours, unless the errors were made by orders of the employer or the employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision.

UNION RIGHT TO DISCIPLINE MEMBERS:

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

APPOINTMENT OF UNION STEWARDS:

Section 2.15 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 any Employer because of his faithful performance of duties as Steward, nor shall any Steward be removed from the job until conference has been held with the Business Manager of the Union.

UNION JOB ACCESS:

Section 2.16 The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement. The employer agrees to furnish the Union representative with credentials whenever necessary to visit a job.

PICKET LANGUAGE:

Section 2.17

- 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 a lawfully established primary picket line, whether at the premises of another Employer of the employee's own Employer.
- 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. 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 for by the Employer.

Section 2.18 There shall be no limit on production of workmen or restrictions on the safe use of proper tools, or equipment, and there shall not be any taskwork or piece work.

TOOL LIST:

Section 2.19 Journeyman Wireman shall provide themselves with the following list of tools: Knife, Pencil, Rule-6ft., Pliers (side cutting, diagonal, needle-nose, channel-lock), Screwdriver (8 inch, small sizes optional but allowable), Hammer, Center Punch, Hacksaw Frame, Level (small), Tri-square, voltage tester (110 volt to 500 volt), Fuse Puller, adjustable end wrenches upto 12 inches (optional but allowable), Cold Chisel.

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

Section 2.20

- a. The employer shall furnish all heavy tools and equipment, also to include hacksaw blades, drills, and bits, levels (over 9"), knockout punches, and taps. Workmen shall be held responsible for tools, provided necessary lockers and toolboxes are available.
- b. When practical, the employer on all construction projects shall provide a suitable location for tools and clothing and also shall provide a warm place to eat lunches in cold weather for employees. When 10 or more men are employed, tables and benches shall be provided.

UNION SECURITY:

Section 2.21 All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first day following the dates of their employment, or the effective date of the Agreement, whichever is later.

AGE RATIO:

Section 2.22 On all jobs requiring **five (5)** or more Journeyman, at least every **fifth** Journeyman, if available, shall be **fifty (50)** years of age or older.

ANNULMENT/SUBCONTRACTING:

Section 2.23 The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical 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

electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed 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 provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

FOREMAN CALL BY NAME:

Section 2.24 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.

WORKER RECALL:

Section 2.25 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
HOURS/WAGES/WORKING CONDITIONS**

HOURS: (Workday/Workweek)

Section 3.01 Eight hours shall constitute a workday between 7:00 a.m. to 3:30 p.m. with thirty (30) minutes for lunch period on Mondays through Friday inclusive, and five (5) such days shall constitute a work week. Starting time may be set to confirm with the General Trades, if mutually agreed to, with all hours prior to the scheduled starting time to be paid at the rate of double-time.

OVERTIME/HOLIDAYS:

Section 3.02 All work performed during the regularly scheduled working hours, Mondays to Fridays inclusive, shall be paid for at the regular rate of wage, the next four (4) hours worked, following the regular eight (8) hours on any workday Mondays to Fridays inclusive shall be paid for at the rate of time and one half and subsequent hours worked after twelve (12) hours on that same working day shall be paid for at the rate of double-time. Eight (8) hours work performed

on Saturdays between the hours of 7:00 a.m. and 3:30 p.m. shall be paid for at a rate of time and one half, all subsequent hours worked on Saturdays shall be paid for at the rate of double-time.

a. All work performed on Sundays and the following holidays: New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Day, shall be paid for at the rate of double-time. If any of these listed holidays fall on Sunday, the following Monday shall be observed as the holiday. If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday.

b. If employees are requested or required to work through the period of 12:00 p.m. to 12:30 p.m. (lunch period) they shall receive double the regular rate of pay and shall eat later on company time not to exceed 30 minutes. This provision shall pertain to jobs employing ten (10) or more men.

c. Workmen required to work overtime will be given time to eat every five (5) hours after noon lunch of said day. Such meals shall be eaten on the employer's time not to exceed thirty (30) minutes. This is not to be considered on a scheduled ten (10) hour day.

Section 3.03 No work shall be performed on Labor Day except in case of emergency and only after permission is granted by the Business Manager of the Union and shall be paid for at the rate of triple time.

PAYDAY:

Section 3.04(a) Wages shall be paid weekly in cash or by payroll check on a local bank not later than quitting time on Thursday and not more than three days' wages may be withheld at that time. If Thursday is a holiday, Wednesday shall become the payday. Any worker laid off or discharged shall be paid his/her wages immediately. In the event the worker 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 worker at the job site during regular working hours or allow sufficient time during regular working hours to report to the shop to receive payment.

DIRECT DEPOSIT:

Section 3.04(b) Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union. (Applicable only to employers with over 20 employees and to employees that have worked over 60 days with said employer)

Effective 9-1-2021

CLASSIFICATIONS/WAGES:

Section 3.0S(a) The minimum hourly rate of wages shall be as follows:

JOURNEYMAN WIREMAN \$32.90

Effective 1/1/2022 + \$0.90, 6/1/2022+ \$0.85, 1/1/2023 +\$0.90, 6/1/23 +\$0.85, 1-1-24 +\$0.90 (allocation to be determined by the union 30 days prior to any scheduled increase).

JOURNEYMAN	100% OF JOURNEYMAN WIREMAN RATE
FOREMAN	110% OF JOURNEYMAN WIREMAN RATE
GENERAL FOREMAN	120% OF JOURNEYMAN WIREMAN RATE

APPRENTICE WIREMAN - SIX (6) PERIODS

1st period -- 55% of Journeyman Rate
2nd period -- 60% of Journeyman Rate
3rd period -- 65% of Journeyman Rate
4th period -- 70% of Journeyman Rate
5th period -- 80% of Journeyman Rate
6th period -- 85% of Journeyman Rate

(Note 1: All period percentages are based off current journeyman wage rates.

Note 2: Apprentices indentured before June 1, 2021 will maintain current period increases for the duration of their apprenticeship. All Apprentices indentured after June 1, 2021 will adhere to this new rate structure.)

FRINGES:

Section 3.05(b) In addition to the above hourly rates, payments shall be made as follows:

1. NEBF 3% of Gross Labor Payroll. Reference Section 6.01.
2. Health & Welfare Fund \$8.00
3. Local Union Pension \$6.80 *
4. Apprenticeship & Training \$1.05
5. LLMCC \$0.25 (Twenty-five Cents)
6. NLMCC \$0.01 (One Cent) per labor hour worked. Reference Article IX

WAGE/FRINGE MODIFICATIONS ON PREVAILING RATE PROJECTS:

Section 3.05(c) 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.

TRAVEL TIME:

Section 3.06

- a. No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Union when workers are ordered to report on the job.
- b. The Employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, traveling time, room and board, and all other necessary expenses or pay current IRS mileage each way in lieu of employer transportation.

UNION DUES DEDUCTION:

Section 3.07 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union 1253 upon receipt of a voluntary written authorization -- the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

RATIO OF FOREMAN TO JOURNEYMAN:

Section 3.08 On all jobs requiring three (3) or more Journeyman, one (1) shall be designated by the Employer as Foreman, when fifteen (15) journeymen are employed a General Foreman shall

be appointed or employed in addition to the Foreman. When twenty-one (21) journeymen are employed a second Foreman shall be employed.

No General Foreman shall have more than five (5) Foremen under his supervision and he shall not run a work crew if two or more Foremen are under his supervision.

Ratio: Foreman shall be appointed at the ratio of one (!) per ten (I 0) journeymen employed. General Foreman and Foreman are not included in the ratio. (Shall not apply to jobbing one week or less.)

No Foreman of one job shall at the same time perform work on another job.

SHOW-UP-PAY:

Section 3.09

- a. When workmen report at the shop or job and are not put to work due to conditions beyond the control of the workmen, they shall receive two hours pay. Workmen may be required to remain at the job site for hours paid.
- b. When an applicant for employment is referred to an Employer and is rejected for employment, such applicant shall be reimbursed as an applicant, not as an employee for expenses incurred in reporting to said Employer in an amount equal to two (2) hours pay at the prevailing rate as provided for in this Agreement.
- c. When Workmen report and are put to work, they shall receive pay for a minimum of four (4) hours and shall remain on the job unless directed otherwise by the Employer.
- d. No electrical worker shall be penalized for refusing to report to any employer for less than a day's work.

SIDFTWORK:

Section 3.10 When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked. The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 10% for all hours worked. The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 20% for all hours worked. The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer. If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate. There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

PAC AND SUPPORT FUNDS:

Section 3.11(a) I.B.E.W. Local Union No. 1253's Political Action Committee

The Employer does hereby agree to deduct five cents (.05) per hour starting June 1, 1988, 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.

Section 3.11(b) Local 1253 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.

Section 3.12

- a. All pipe shall be cut and threaded on the job where it is practicable.
- b. Where pipe cutting and threading machines are used, such shall be operated by an employee working under the terms of this Agreement.

Section 3.13 On all construction work, maintenance and repair shall be taken care of by the construction electrician until such time as the job is completed and turned over to the owner if such is in the Employer's scope of work.

Section 3.14 Prefabrication of electrical materials, except standard catalogue items, shall be performed by members of the IBEW if such is in the Employer's scope of work. Standard catalogue items do not include items made to special specifications of the Employer or the customer.

NOTICE OF LAYOFF:

Section 3.15 Employees will be given one (1) hour minimum pick-up time at the termination of employment. If less than 24 hours' notice, two (2) hour minimum pick-up time shall be allowed.

Section 3.16 Temporary Wiring. The installation, maintaining, connecting, shifting, or repairing of all wiring for temporary lighting, heating, and power, and the maintenance when necessary for pumps, fans, blowers, and other electrical equipment used for the construction of buildings undergoing alterations, etc., shall be performed by men working under the terms of this Agreement if such is in the Employer's scope of work. All work shall be done according to the N.E.C.

COFFEE BREAKS:

Section 3.17

- a. The employees working under this bargaining Agreement shall be allowed a coffee break each a.m. at a reasonable hour. Allowances will be made to Employer that this privilege will not be abused. A ten-minute afternoon coffee break will also be required on workdays of ten hours or more (excluding regularly scheduled 4-10's).
- b. There shall be on all jobs drinking water and sanitary toilets for the use of employees.

- c. The Employer shall be required to furnish foul weather gear (hats, coats, pants, boots, etc.) when employees are required to work in inclement weather. All employees who are issued any equipment by the employer and it is defaced or not returned the employee shall be required to pay for said equipment. This does not include damage to the equipment as the result of the job requirement.
- d. Employees shall not be required to punch time clocks. If brassing is required, employees shall be allowed time to brass in and out on company time.
- e. On all jobs requiring a Stockman, the individual shall do no electrical wiring or repairing unless he is a licensed electrician.
- f. If preferential parking is offered on a site or project, it shall be shared equally with those working under this Agreement who are in need of it.

STANDBY:

Section 3.18

- a. Any employee to be placed on standby shall be given a minimum of two (2) hours' notice, except in cases of emergency.
- b. Emergency call-in (commonly referred to as "call-in") shall be paid at a minimum rate of four (4) hours wages at the regularly scheduled rate of pay on any unscheduled return to work at the request of the employer (on jobs of \$25,000 or more).

Section 3.19 Each employer shall furnish the Business Manager of the Union, upon request, a statement showing the number of hours worked and the wages paid to each workman employed under the terms of this Agreement.

Section 3.20

- a. On all jobs having a Foreman, workmen are not to accept orders or directions or to accept the layout of any job from anyone except the Foreman.
- b. A Foreman may be allowed to work with the tools. General Foreman and Superintendent shall not be permitted to work his tools.

OVERTIME DISTRIBUTION:

Section 3.21 Overtime shall be distributed as equally as possible on all jobs, as agreed to by the Employer and the Union. Overtime on a machine shall be done by the same person operating that machine during normal working hours and overtime in an area shall be done by the same employees or crews performing that particular task in that area during normal working hours provided that the employer has the sole discretion to determine that number of personnel necessary for overtime work.

ARBITRARY DRUG TESTING:

Section 3.22 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.

Welders:

Section 3.23 The employer shall furnish chaps, jacket, gloves, and a hood made for hard hat to all employees welding on the jobsite. The Employer agrees to replace levels, pliers, and clothing damaged while the employee is welding or burning. Any employee who is required to do certified welding and is

rightly certified as a welder by the Employer, or the Employer's designee, will be paid ten percent (10%) per hour above the Journeyman's rate of pay. This section excludes tack welding, stud welding, and all non-certified welding.

Height Related Work:

Section 3.24 On jobs where the workmen are required to work from trusses, ladders, or Boson's chairs at a distance of thirty feet (30') or more above or below the ground or floor or on stocks or towers sixty feet (60') or more from the ground for supporting structure they shall be paid at the following premium rates: Thirty feet (30') or over \$0.50 per hour over the rate, Fifty feet (50') or over \$0.70 per hour over the rate, and One hundred feet (100') \$0.90 per hour over the rate.

**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 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 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 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 4.05 The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN -JOURNEYMAN TECHNICIAN

GROUP I All applicants for employment who have four or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee; and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one local union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall, by electronic means, notify the business manager of the applicant's former Group I status local union.

GROUP II All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

Group III All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

Group IV All applicants for employment who have worked at the trade for more than one year.

Section 4.06 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 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 "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 secure:

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, Passadnmkeag, 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, Omeville, 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 4.09 "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4.10 An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the 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 4.11 The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

RE-REGISTRATION:

Section 4.12 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 4.13 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 4.14(a) 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.

REPEATED DISCHARGE:

Section 4.14(b) An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three* business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.15 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 4.16 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 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 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 4.18 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 4.19 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 4.20 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

REVERSE LAYOFF:

Section 4.21 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 4.15(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 Journeyman, they will be slotted in the appropriate Group in paragraph (a). above.

**ARTICLE V
STANDARD INSIDE APPRENTICESHIP AND TRAINING LANGUAGE**

Section 5.01 There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the Electrical Training Alliance (ETA) required hours and course of study. All apprenticeship standards shall be registered with the ETA before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

Section 5.02 All JATC member appointments, reappointments, and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 5.03 Any issue concerning an apprentice of an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article One of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04 There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC, may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee the apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 5.05 The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the ETA. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06 To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing *all* job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07 All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classifications.

Section 5.08 The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09 Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10 To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices, and that they are not to work on wage-and-hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11 The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.12 Each job site shall be allowed a ratio of two apprentice(s) for every three Journeyman Wiremen (man).

Number of Journeymen	Maximum Number of Apprentices/Unindentured
I to 3	2
4 to 6	4
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13 An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the ETA curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14 Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the ETA. The JATC shall encourage each graduating apprentice to apply for college credit through the ETA. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this agreement.

Section 5.15 The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 3.02 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

The Trustees authorized under the Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 5.16 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 cents. 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 VI FRINGE BENEFITS

NEBF:

Section 6.01 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.

HEALTH AND WELFARE:

Section 6.02 The individual Employer shall contribute and forward monthly to the NECA/IBEW Family Medical Care Plan (FMCP) an amount equal to \$8.00 per hour worked which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the FMCP. The payment and payroll report shall be mailed to reach the FMCP or their designated 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 FMCP Agreement and Trust.

LOCAL PENSION:

Section 6.03 The employer agrees to pay the I.B.E.W. Local 1253 Retirement Plan the sum of \$6.80 per hour worked, for all employees covered by this agreement. These contributions shall be used exclusively to provide benefits to eligible employees as the trustees may determine, the organization and administration expenses of the fund. This Retirement Plan shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives of the Employers and the Union. The Agreement and Declaration of Trust shall conform to all requirements of the Labor and Management acts and Internal Revenue codes. A copy of this agreement and Declaration of Trust shall be considered as part of the agreement as though set forth in its entirety. Payment of the Employer Contributions shall be made by the fifteenth of the following month

VARIABLE PENSION CONTRIBUTION OPTION

Section 6.04

\$6.80 pension - Option One

\$1.80 pension - Option Two

One Annual allocation changes permitted (allocation date to be determined)

(Note: The effective date for the variable pension contribution options for Local 1253 membership will be October 1, 2021.)

TERMINATION:

Section 6.05 Individual Employers who fail to remit as provided in Sections 6.02 and 6.03 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.

FRINGE BENEFIT REMEDIES:

Section 6.06

a. The failure of an individual Employer to comply with the provisions of Sections 6.01 through 6.06 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 withdraw and withhold manpower and to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contribution to such funds which have resulted from the violation.

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

Section 6.07 Employees' birthdays shall be considered as a paid holiday after sixty (60) calendar days from start of employment provided Employee gives Employer 24 hours' notice before hand. For the purpose of this section, if the employee works on his or her birthday, then the regular rate of pay shall be received for that day in addition to the holiday pay. When an employee's birthday falls on a Saturday, then the preceding Friday shall be considered a holiday, if on a Sunday, then the following Monday the same.

Section 6.08 It is agreed that the Union may distribute any portion of future wage/fringes increments to benefits upon 30 days prior notice to the employer.

MAINE EARNED PAID:

Section 6.09 **LEAVE** The employer will follow the requirement of 26 M.R.S. §637.

**ARTICLE VII
NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)**

Section 7.01 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

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

ARTICLE VIII LOCAL LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)

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

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

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

Section 8.03 Each employer shall contribute \$0.25 (twenty-five cents) per hour worked under this agreement. 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 8.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate often percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE IX

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE (NLMCC)

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

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- 3) to assist worker 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 9.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03 Each employer shall contribute one cent (1¢) 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. 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 is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE X SAFETY

Section 10.01 There shall be a Joint Safety Committee consisting of three (3) members representing the Employer and three (3) members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by 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.

Section 10.02 It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

Section 10.03 Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be two years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined on the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

Section 10.04 When conduit of two inches or larger is to be installed, and justified employment or more than one man. Employer must employ two (2) or more employees on such job. On all energized circuits of 250 volts or more, as a safety measure, two (2) or more Journeymen must work together; also to include any hazardous location.

Section 10.05 Journeyman Wireman, while splicing cable, shall not be required to work on wires or cables when the difference in potentials is over 200 volts between any two conductors or between any conductor to ground, unless assisted by one Journeyman. In no case, shall Journeyman Wireman, while splicing cable, be required to work on energized cables carrying in excess of 250 volt circuits.

Section 10.06 No employees shall be compelled to use a powder actuated tool. Only qualified employees shall be permitted to use powder actuated tools.

Section 10.07 The Employer shall furnish and the Employee shall wear 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 and provide fire retardant clothing and vests when required.

Section 10.08 The safe work practices that are in effect on utility company property which are more stringent than those in this Agreement shall apply to work which is performed on that property under the terms of this Agreement.

Section 10.09 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

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 CODE OF EXCELLENCE

Section 12.01 The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.


+SEPARABILITY 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.

GENDER LANGUAGE

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

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

SIGNED: 

**Electrical Contractors Association
of Greater Boston, Inc.**

**BY: Kristen Gowin
TITLE: Executive Manager**

SIGNED: 

LOCAL UNION 1253, IBEW

**BY: Charles Fraser
TITLE: Business Manager**

