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**NECA Northern New Jersey Chapter, Inc.**  
**Teledata / VDV eBook**

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**A comparison of the New Jersey Telecommunications Addendum & the Voice-Data-Video  
National Agreement**

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# **Section I: General**

## **Definitions used in the CBA**

# Definitions used in the CBA

## V-D-V NA

**Section 1.02** The term *NECA*, as hereinafter used, shall mean the National Electrical Contractors Association. The term *chapter*, as hereinafter used, shall mean the applicable chapter of NECA. The term *employer*, as hereinafter used, shall mean an individual firm signing a Letter of Assent to this agreement.

**Section 1.03** The term *IBEW* or *union*, as hereinafter used, shall mean the International Brotherhood of Electrical Workers.

**Section 1.04** The term *local union*, as hereinafter used, shall mean an IBEW local union.

**Section 1.05** The term *site local union* or *site local unions*, as hereinafter used, shall mean the IBEW local union or unions where the work is being performed. *Base local union* or *base local unions*, as hereinafter used, shall mean the IBEW local union or unions having jurisdiction over the area where the employer's office is located (or the appropriate office of the employer that is in charge of the specific job).

**Section 1.06** The term *unions*, as hereinafter used, shall mean the IBEW, local union(s), site local union(s), and base local union(s).

**Section 1.07** The term *employee* or *employees*, as hereinafter used, shall mean the workers in the classifications listed in Article IV, Section 4.05, of this agreement.

## NNJ Teledata Addendum

**1.02(a)** All work performed under this Agreement shall be classified as either "New Construction" or "Moves, Adds, Changes, Service" ("MACS") for the purpose of determining the contractors ability to transfer employees as specified in Article V, Sections 13-16.

**1.02(b)** The term "New Construction" is to be defined as follows: "Where the work area, whether 'coming out of the ground' or renovation work, is designated as a construction area and where the client/public does not have ready access. Additionally, prevailing wage work and work performed under a Project Labor Agreement (PLA) will be considered 'New Construction.'"

**1.02(c)** The term "MACS" is to be defined as follows: "Where the work area is not isolated or designated as a construction area and where the client/public has ready access, and all Service and Maintenance work."

## **Section II: Portability**

**Portability**

**Reverse Portability**

**Portability of Apprentices**

**Portability – Wage/Benefit/Deduct Payment**

# Portability

## V-D-V NA

**Section 4.06(a)** Any signatory employer performing work within the scope of this agreement shall be allowed full portability of workers, including apprentices, between local unions. The employer recognizes that apprentices have certain responsibilities to their base JATC for purposes of classroom training and will accommodate these apprentices in meeting those responsibilities. When a site local union where an employer proposes to do work has negotiated and maintains a current, separate collective bargaining agreement covering essentially the same type of work covered by the scope of this agreement, and is experiencing 50 percent unemployment among workers in the highest-priority group (Group I) covered by that agreement, and who are certified as trained technicians by a bona fide telecommunications training program with standards that meet or exceed those developed and registered by the NJATC, then the employer shall discuss his manpower needs with the local union; and the local union shall work with the employer in manning the job in the most efficient and cost-effective manner. *Any question or interpretation of what constitutes unemployment shall be referred to the IBEW International Vice President and NECA Executive Director having jurisdiction over the site.*

**(b)** The local union having jurisdiction over the area where the employer's office is located (or the appropriate office of the employer which is in charge of the specific job) shall be known as the base local union. Workers, including apprentices, referred to the employer by the base local or assigned by the base JATC, who are subsequently moved to the jurisdiction of another local union, shall be paid in accordance with, and not less than, the pay rate and fringe benefits established in the base local. All fringe benefit payments shall be made directly to the base local fringe benefit plans except that if there is an active local NJATC-recognized or equivalent Telecommunications/VDV installer apprenticeship program in the jurisdiction of the site local union then the JATC contributions shall be paid to that JATC program and all working dues assessments called for in Section 4.08 shall be paid to the site local union. Local LMCC contributions shall be paid to the site local union LMCC established under the appropriate local agreement, (the site local VDV agreement or the site local Inside agreement if there is no site local VDV agreement), or to the base local LMCC if there is no funded LMCC in the site local area. If the total wage and fringe benefit package for the appropriate classification in the local union jurisdiction where the work is performed is higher than the total wage and fringe benefit package in the base local, the difference shall be converted to dollars and added to the employee's hourly wage rate. In local union agreements that do not utilize the installer/technician classification, the lowest technician rate shall be used for comparison to the base local union's installer/technician rate. In the event there is no current agreement specifically covering this type of work in the local union jurisdiction where the work is being performed, the wage and fringe package comparison shall be made by comparing the total wage and fringe package for installer/technician in the base local to a "representative" package computed by adding the total fringe benefit package and 75 percent of the journeyman inside wireman hourly wage rate in effect in the jurisdiction of the local union where the work is being performed.

Other classifications will be compared using this representative package and the percentages outlined in Section 4.05.

**Section 6.05** .... There shall be no requirement for any employee being moved under the provisions of Section 4.06 to report to the local union office where the work is performed.

## **NNJ Teledata Addendum**

**5.13** Employers shall be permitted liberal manning of jobs with employees who are members in good standing of a local union signatory to this Agreement as provided in Article 5.14(a)-(c). Employees are those Journeyman Communications Technicians and apprentices who are members in good standing of a local union signatory to this Agreement and who are current employees of the Employer for at least two weeks.

**5.14(a)** For purposes of performing new construction work, as defined in Article I, Section 02(b), an Employer, may bring the first three employees as the employees at the jobsite. The local union with inside electrical jurisdiction over the jobsite, if signatory to this Addendum, will be given the opportunity to refer a qualified telecommunications applicant as the fourth (4<sup>th</sup>) employee, the Employer may bring an employee as the fifth (5<sup>th</sup>) employee and remaining employees will be referred on an alternating basis as needed.

**5.14(b)** For purposes of performing MACS work as defined in Article I, Section 02(c), Employers shall be granted unlimited manning of jobs, with their employees and may seek the referral of qualified new employees from any signatory local union regardless of the location of the jobsite.

**5.14(c)** The Employer shall have no restrictions, except those specifically provided for in the Collective Bargaining Agreement in transferring employees from job to job, as specified in Article V, Sections 13, 14 (a) & (b), 15 and 16, within the geographical jurisdiction covered by this Addendum and in transferring, employees from job to job throughout the remainder of territory referenced within the Addendum but lying outside of the Inside geographic jurisdictions of the participating New Jersey IBEW Locals.

**5.15** The Local Union with Inside Electrical territorial jurisdiction over a new construction jobsite, if participating as a signatory to this Addendum, shall be the sole and exclusive source for the referral of qualified new applicants for employment at such new construction jobsite, with the exception of employees as noted above in Article 5.13(a)-(c).

**5.16** Qualified applicants shall, upon referral, present a dues receipt verifying their status as a bona fide teledata technician or apprentice and a card attesting to their qualifications and certifications as such.

**16.14** “.... Apprentices shall have State-wide portability.”



# Reverse Portability

## V-D-V NA

**Section 4.06(e)** When an employer who is working outside his base local union area, and has had workers referred from the local union where the work is being performed, transfers those workers to the jurisdiction of his base local union or any other local union(s), the employer shall notify the base local union and site local union of the names and Social Security numbers of these transferred workers. Such workers shall then be considered to have been referred from and compensated as if they were referred from the employer's base local union area; and all fringe benefits shall be paid to the base local union funds directly until such time as they cease to be employed by the employer.

**Section 4.06(f)** If there is no current separate agreement covering essentially the same type of work covered by the scope of work in this agreement in the home local area of the employer, the employer may utilize this agreement and hire applicants from any source to perform work under the terms of this agreement. The base local union and IBEW International Vice President shall be notified by the employer 48 hours prior to implementing this agreement. The names, Social Security numbers, and classifications of all employees shall be provided to the base local union. Installer/ technicians shall be paid 75 percent of the journeyman inside wireman hourly wage rate and the full home local fringe benefit package.

## NNJ Teledata Addendum

**5.13** Employers shall be permitted liberal manning of jobs with employees who are members in good standing of a local union signatory to this Agreement as provided in Article 5.14(a)-(c). Employees are those Journeyman Communications Technicians and apprentices who are members in good standing of a local union signatory to this Agreement and who are current employees of the Employer for at least two weeks.

**5.14(a)** For purposes of performing new construction work, as defined in Article I, Section 02(b), an Employer, may bring the first three employees as the employees at the jobsite. The local union with inside electrical jurisdiction over the jobsite, if signatory to this Addendum, will be given the opportunity to refer a qualified telecommunications applicant as the fourth (4<sup>th</sup>) employee, the Employer may bring an employee as the fifth (5<sup>th</sup>) employee and remaining employees will be referred on an alternating basis as needed.

**5.14(b)** For purposes of performing MACS work as defined in Article I, Section 02(c), Employers shall be granted unlimited manning of jobs, with their employees and may seek the referral of qualified new employees from any signatory local union regardless of the location of the jobsite.

**5.14(c)** The Employer shall have no restrictions, except those specifically provided for in the Collective Bargaining Agreement in transferring employees from job to job, as specified in Article V, Sections 13, 14 (a) & (b), 15 and 16, within the geographical jurisdiction covered by this Addendum and in transferring, employees from job to job throughout the remainder of

territory referenced within the Addendum but lying outside of the Inside geographic jurisdictions of the participating New Jersey IBEW Locals.

**5.15** The Local Union with Inside Electrical territorial jurisdiction over a new construction jobsite, if participating as a signatory to this Addendum, shall be the sole and exclusive source for the referral of qualified new applicants for employment at such new construction jobsite, with the exception of employees as noted above in Article 5.13(a)-(c).

**5.16** Qualified applicants shall, upon referral, present a dues receipt verifying their status as a bona fide teledata technician or apprentice and a card attesting to their qualifications and certifications as such.

**16.14** “... Apprentices shall have State-wide portability.”

# Portability of Apprentices

## V-D-V NA

**Section 4.06(a)** Any signatory employer performing work within the scope of this agreement shall be allowed full portability of workers, including apprentices, between local unions.

## NNJ Teledata Addendum

**16.14** "... Apprentices shall have State-wide portability."

# Portability – Wage/Benefit/Deduct Payment

## V-D-V NA

**Section 4.06(b)** The local union having jurisdiction over the area where the employer’s office is located (or the appropriate office of the employer which is in charge of the specific job) shall be known as the base local union. Workers, including apprentices, referred to the employer by the base local or assigned by the base JATC, who are subsequently moved to the jurisdiction of another local union, shall be paid in accordance with, and not less than, the pay rate and fringe benefits established in the base local. All fringe benefit payments shall be made directly to the base local fringe benefit plans **except** that if there is an active local NJATC-recognized or equivalent Telecommunications/VDV installer apprenticeship program in the jurisdiction of the site local union then the JATC contributions shall be paid to that JATC program and all working dues assessments called for in Section 4.08 shall be paid to the site local union. Local LMCC contributions shall be paid to the site local union LMCC established under the appropriate local agreement, (the site local VDV agreement or the site local Inside agreement if there is no site local VDV agreement), or to the base local LMCC if there is no funded LMCC in the site local area. If the total wage and fringe benefit package for the appropriate classification in the local union jurisdiction where the work is performed is higher than the total wage and fringe benefit package in the base local, the difference shall be converted to dollars and added to the employee’s hourly wage rate. In local union agreements that do not utilize the installer/technician classification, the lowest technician rate shall be used for comparison to the base local union’s installer/technician rate. In the event there is no current agreement specifically covering this type of work in the local union jurisdiction where the work is being performed, the wage and fringe package comparison shall be made by comparing the total wage and fringe package for installer/technician in the base local to a “representative” package computed by adding the total fringe benefit package and 75 percent of the journeyman inside wireman hourly wage rate in effect in the jurisdiction of the local union where the work is being performed. Other classifications will be compared using this representative package and the percentages outlined in Section 4.05.

*(c) An employer may request and shall be referred workers from the local union where the work is being performed (site local union), according to Article VI of this agreement. Such workers shall be compensated in accordance with the agreement in effect in that local union jurisdiction regardless of any difference in that rate and the base local rate.*

*(d) An employer may request additional apprentices from the JATC where the work is being performed (site JATC) according to Article VII of this agreement. Such apprentices shall be compensated in accordance with the agreement in effect in that local union jurisdiction regardless of any difference in that rate and the base local rate.*

**(e)** When an employer who is working outside his base local union area, and has had workers referred from the local union where the work is being performed, transfers those workers to the jurisdiction of his base local union or any other local union(s), the employer shall notify the base local union and site local union of the names and Social Security numbers of these transferred

workers. Such workers shall then be considered to have been referred from and compensated as if they were referred from the employer's base local union area; and all fringe benefits shall be paid to the base local union funds directly until such time as they cease to be employed by the employer.

*(f) If there is no current separate agreement covering essentially the same type of work covered by the scope of work in this agreement in the home local area of the employer, the employer may utilize this agreement and hire applicants from any source to perform work under the terms of this agreement. The base local union and IBEW International Vice President shall be notified by the employer 48 hours prior to implementing this agreement. The names, Social Security numbers, and classifications of all employees shall be provided to the base local union. Installer/ technicians shall be paid 75 percent of the journeyman inside wireman hourly wage rate and the full home local fringe benefit package.*

## **NNJ Teledata Addendum**

**7.01** The following guidelines will be followed in administering the deduction of union fees under this Labor Agreement between The Association and the union.

**7.02** Upon receipt of an individual's written request on a pay deduction authorization form signed by the employees covered by this contract, the Employer will deduct weekly the current working dues as specified in the approved Local Union By-Laws. This amount will be forwarded monthly to the designated collection agent of the union, as provided in Section 7.05.

**7.03** The working dues shall be remitted to the designated collection agent of the Union, as provided in Section 7.05, not later than fifteen (15) days after the end of the preceding month during which deductions were made.

**7.04** Any change in the amount of working dues will be certified to the Association and the Employer by the Business Managers of the Union.

**7.05** With respect to working dues, the parties recognize the principle "the money follows the man." Employers shall remit all working dues for all employees, within the meaning of Articles 4.01 and 4.02, and for all "temporary employees," within the meaning of Article 4.08, to the designated collection agent of the signatory local union which originally referred the employee to the Employer. Employers shall remit all working dues for those new employees referred to new construction work, as provided in Article 4.02, to the designated collection agent of the signatory local which referred the employee to the jobsite for distribution to that local.

**18.01** With respect to working dues, the parties recognize the principle "the money follows the man." Employers shall remit all working dues for all employees and "temporary employees" working under the terms of this Agreement to the designated collection agent of the signatory local union which originally referred the employee to the Employer. Employers shall remit all working dues for those new employees referred to new construction work, as provided in Article 5.14(a)-(c), to the designated collection agent of the signatory local which referred the employee to the jobsite for distribution to that local's appropriate funds. The term "Gross Labor Payroll," for the purpose of

calculating contributions to the Welfare, Annuity, Pension, JATC, Industry and Administrative Maintenance Funds, et al., shall not include any “Standby” premium required under Article 13.06(b) except for contributions to NEBF where it shall be included.

## **Section III: Employer Rights**

### **Management Rights Clauses**

#### **Right to Reject Referrals**

#### **Favored Nations Clause**

### **Statements of Technician Responsibility**

### **Continuing Education for “C” Techs/Foremen**

#### **Foreman Call-By-Name**

### **Employer Ability to Work with Tools**

### **Prohibition of IBEW Members Becoming Contractors**

#### **Ability To Hire Non-IBEW Workers**

# Management Rights Clauses

## V-D-V NA

**Section 3.02** The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

**Section 4.09** The designation, appointment, and determination of the need for and number of supervisory personnel is the sole responsibility of the employer. VDV supervisors shall receive no less than 110 percent of their classification pay rate.

## NNJ Teledata Addendum

**5.09** 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 owners rules and regulations not inconsistent with this Agreement in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.



# Right to Reject Referrals

## V-D-V NA

**Section 6.02** The employer shall have the right to reject any applicant for employment.

## NNJ Teledata Addendum

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

# Favored Nations Clause

## V-D-V NA

**Section 3.03** 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.

## NNJ Teledata Addendum

**2.02(a)** The Union agrees that if, during the life of this Addendum, 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.

**2.02(b)** The Local Union Business Manager will notify the NECA Chapter of any concession that will be made on a particular job. It will be the responsibility of the individual employer to contact the NECA Chapter to determine if any special conditions will apply to a particular job.

# Statements of Technician Responsibility

## V-D-V NA

**Section 1.08** Employees working under the terms of this agreement will render honest and diligent service and shall make every effort to promote harmony and efficiency and preserve the tools and equipment provided for their use and protection.

**Section 3.08** Voice-data-video technicians shall install all work in a safe and professional manner and in accordance with applicable code and contract specifications.

## NNJ Teledata Addendum

No.

# **Continuing Education for Techs/Foremen**

## **V-D-V NA**

No.

## **NNJ Teledata Addendum**

No.

# Foremen Call-By-Name

## V-D-V NA

**Section 4.10** The employer shall have the right to call for VDV supervisors by name, provided:

- (a) The employee has not quit his/her previous employer within the past two weeks.
- (b) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a VDV supervisor. Upon such request, the business manager shall refer said supervisor, provided the name appears on the highest priority group.
- (c) When an employee is called as a VDV supervisor, the employee must remain as a supervisor for 1,000 hours or until the job is completed or must receive a reduction in force.

## NNJ Teledata Addendum

**5.10** The Employer shall have the right to call foremen by name provided:

- (a) The individual called has not quit his previous employer within the previous two weeks.
- (b) The Employer will notify the Business Manager in writing of the name of the individual who is to be employed as a Foreman.
- (c) The individual, when called, must remain as a Foreman for 1,000 hours or must receive a reduction in force.
- (d) The individual appears on the Group 1 or highest priority Telecommunication List.

# **Employer Ability to Work With Tools**

## **V-D-V NA**

**Section 3.07** Each employing concern may designate to the local union one member of the firm who shall be allowed to perform manual voice-data-video work. The employer may change this designation at any time by notice to the local union.

## **NNJ Teledata Addendum**

**5.03(c)** Supervisory personnel shall act in a supervisory capacity provided that nothing contained herein shall be construed to prevent supervisory personnel from performing such work when bargaining unit employees are unavailable or unable to perform such work or when instructing or demonstrating the use of equipment (or in any emergency situation).

# **Prohibition of IBEW Members Becoming Contractors**

## **V-D-V NA**

No.

## **NNJ Teledata Addendum**

**5.01** No member of the Local Union while he remains a member of such Local and subject to employment by Employers operating under this Addendum shall himself become an employer and contract for the performance of any communications work.

# Ability to Hire Non-IBEW Workers

## V-D-V NA

**Section 4.06(f)** If there is no current separate agreement covering essentially the same type of work covered by the scope of work in this agreement in the home local area of the employer, the employer may utilize this agreement and hire applicants from any source to perform work under the terms of this agreement. The base local union and IBEW International Vice President shall be notified by the employer 48 hours prior to implementing this agreement. The names, Social Security numbers, and classifications of all employees shall be provided to the base local union. Installer/ technicians shall be paid 75 percent of the journeyman inside wireman hourly wage rate and the full home local fringe benefit package.

Section 6.06 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 6.07 The employer shall notify the local union business manager promptly of the names, Social Security numbers, and classifications of such “temporary employees” and shall replace such “temporary employees” as soon as registered applicants for employment are available under the referral procedure.

## NNJ Teledata Addendum

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

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

**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.

**5.02** The Employer agrees to assign workmen employed under this Addendum to all work specified in the Scope of Addendum, when the Employer assumes the responsibility for such work in his contract with the owner or prime contractor, or has made satisfactory arrangements for this work.



**5.12** All off-site work being done by a contractor, with the exception of pre-manufactured assemblies and items that may be purchased from a catalogue, shall be performed by IBEW Technicians at their regular rate of pay.

**19.01** The Unions are a part of the International Brotherhood of Electrical Workers and any violation or annulment of the Addendum of this or any other Local Union of the International Brotherhood of Electrical Workers by the Employer will be sufficient cause for cancellation of his Addendum after the facts have been determined by the International office of the Union. The Employer further agrees that he will not sublet, assign or transfer any work covered by this Addendum to any other person, firm or corporation if such subletting, assigning or transfer will cause the loss of work opportunities to employees in the Employer's establishment covered by this Addendum. The subletting, assigning or transfer by the employer of any work in connection with Teledata work to any person or firm not signatory to an IBEW Teledata addendum in the jurisdiction where the work is being performed will constitute a material breach of this Addendum. Any such subletting, assigning or transfer shall be allowable after a mutual determination has been made by the representative of the parties hereto that such action is not in conflict with the preceding sentences.

## **Section IV: IBEW Rights**

**Union Recognition/Exclusive Right of Referral**

**Union Security**

**Reservation of Final Approval of CBA**

**Age Ratio**

**Picket Language**

**Union right to Discipline Members**

**Union Job Access**

**Work Preservation Clause**

**Prohibition of Employer Interest in Non-Union Entities**

**Policy regarding the Use of IBEW/Union Label**

**Determination of Jurisdiction**

# Union Recognition/Exclusive Right of Referral

## V-D-V NA

**Section 3.06(a)** The employer recognizes the IBEW local union(s) 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.

**Section 6.01** When a signatory employer is unable to fill his manpower needs through the portability provisions of Section 4.06(a) and (e) and needs to hire additional workers within the jurisdiction of any site local union, the site local union shall be the sole and exclusive source of referral of applicants for employment as set forth in this article, provided: There exists within the site local union's jurisdiction a separate, local collective bargaining agreement covering essentially the same work as covered by the scope of work in this agreement; such local agreement has a system for the referral of workers in the classifications established in this agreement; and such workers have been classified as technicians through a bona fide training program which meets or exceeds the standards registered for telecommunications technicians by the NJATC.

**Section 6.03** The local union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the local 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.

### **Exception**

**Section 4.06(f)** If there is no current separate agreement covering essentially the same type of work covered by the scope of work in this agreement in the home local area of the employer, the employer may utilize this agreement and hire applicants from any source to perform work under the terms of this agreement. The base local union and IBEW International Vice President shall be notified by the employer 48 hours prior to implementing this agreement. The names, Social Security numbers, and classifications of all employees shall be provided to the base local union. Installer/ technicians shall be paid 75 percent of the journeyman inside wireman hourly wage rate and the full home local fringe benefit package.

## NNJ Teledata Addendum

**1.01** The Employer recognizes the Union as the exclusive collective bargaining representative for the State of New Jersey, Communication employees, classified as Journeyman Communication Technicians who perform new construction, installation, maintenance, service and MACS work (Moves, Adds, Changes, Service) of teledata interconnect cabling and all associated equipment.

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

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

**5.05 Union Recognition**- The Employer recognizes the Union as the exclusive representative of all its employees subject to the Addendum 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.

# Union Security

## V-D-V NA

**Section 3.15** All employees covered by the terms of this agreement shall be required to become and remain members of the union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this agreement, whichever is later. This provision does not apply in states where prohibited by law.

## NNJ Teledata Addendum

**5.04** All employees covered by this Addendum who are members of the Union on the effective date of the Addendum shall, as a condition of employment, maintain their membership in the Union during the term of this Addendum, and all employees shall, as a condition of employment, become and remain members in the Union from and after the thirtieth (30th) day following their employment or the effective date of this Addendum whichever is later. As used in this Section "membership" means the tender, when due, of the periodic dues and initiation fees uniformly required by the Union.

# **Reservation of Final Approval of CBA**

## **V-D-V NA**

No.

## **NNJ Teledata Addendum**

8.03 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.

# Age Ratio

## V-D-V NA

No.

## NNJ Teledata Addendum

No.

# Picket Language

## V-D-V NA

**Section 3.12** 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 or the employee's own employer.

## NNJ Teledata Addendum

**5.07(a) Union Assistance.** This Addendum does not deny the right of the Union, or its representative to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union, or its proper representatives decide to do so; but no removal shall take place until notice is first given to the Employer involved.

**5.07(b)** When such removal takes place, the Union or its representatives shall direct the workmen on such job to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.



# Union Right to Discipline Members

## V-D-V NA

**Section 3.09** The union reserves the right to discipline its members for violation of its laws, rules, and agreements.

## NNJ Teledata Addendum

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

**11.01** Bargaining unit employees are entitled to union representation when called in by management for the purpose of assessing discipline.

# **Union Job Access**

## **V-D-V NA**

**Section 3.11** A representative of the union(s) shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this agreement.

## **NNJ Teledata Addendum**

**5.08** The representative of the Union shall be allowed access to any shop or job at any reasonable time when workmen are employed under the terms of this Addendum.

# Work Preservation Clause

## V-D-V NA

No.

## NNJ Teledata Addendum

**5.02** The Employer agrees to assign workmen employed under this Addendum to all work specified in the Scope of Addendum, when the Employer assumes the responsibility for such work in his contract with the owner or prime contractor, or has made satisfactory arrangements for this work.

# **Prohibition of Employer Interest in Non-Union Entities**

## **V-D-V NA**

No.

## **NNJ Teledata Addendum**

No.

# **Policy Regarding Use of IBEW/Union Label**

## **V-D-V NA**

No.

## **NNJ Teledata Addendum**

No.

# Determination of Jurisdiction

## V-D-V NA

**Section 3.06(b)** The employer understands that the 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.

## NNJ Teledata Addendum

No.

## **Section V: LEGAL DISCLAIMERS/POLICY STATEMENT**

**Seperability Clause**

**Supremacy Clauses**

**Annulment/Subcontracting**

**Policy of Non-Discrimination**

**Policy on Sexual Harassment**

**Basic Principles**

**Negotiating Procedures**

**Dispute Resolution Procedures**

**Employer Qualifications**

**Substance Abuse Language**

**Code of Excellence Program**

# Seperability Clause

## V-D-V NA

“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.”

## NNJ Teledata Addendum

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



# Supremacy Clauses

## V-D-V NA

No.

## NNJ Teledata Addendum

**21.02** The provisions of this aforementioned Addendum shall be conclusive for its duration as to all negotiable matters or issues unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

# **Annulment/Subcontracting**

## **V-D-V NA**

**Section 3.16** The subletting, assigning, or transfer by an individual employer of any work in connection with voice-data-video or electrical work to any person, firm, or corporation not recognizing the IBEW or one of its local unions as the collective bargaining representative of its employees on any voice-data-video or electrical work in the jurisdiction of any local union will be deemed a material breach of this agreement.

All charges of violations of Section 3.16 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.

## **NNJ Teledata Addendum**

**19.01** The Unions are a part of the International Brotherhood of Electrical Workers and any violation or annulment of the Addendum of this or any other Local Union of the International Brotherhood of Electrical Workers by the Employer will be sufficient cause for cancellation of his Addendum after the facts have been determined by the International office of the Union. The Employer further agrees that he will not sublet, assign or transfer any work covered by this Addendum to any other person, firm or corporation if such subletting, assigning or transfer will cause the loss of work opportunities to employees in the Employer's establishment covered by this Addendum. The subletting, assigning or transfer by the employer of any work in connection with Teledata work to any person or firm not signatory to an IBEW Teledata addendum in the jurisdiction where the work is being performed will constitute a material breach of this Addendum. Any such subletting, assigning or transfer shall be allowable after a mutual determination has been made by the representative of the parties hereto that such action is not in conflict with the preceding sentences.

# **Policy of Non-Discrimination**

## **V-D-V NA**

No.

## **NNJ Teledata Addendum**

**3.01 Non-Discrimination Policy**- In a desire to restate their respective policies, neither the Association, the Employer nor the Union, in carrying out its obligations under this Contract, shall discriminate against any employee because of sex, race, creed, color, national origin, age or Union activity.

# Policy on Sexual Harassment

## V-D-V NA

No.

## NNJ Teledata Addendum

**3.03 Policy on Sexual Harassment-** The Northern New Jersey Chapter of NECA and International Brotherhood of Electrical Workers Local Union Nos. 102, 164, 400, 456 as part of our policy of non discrimination in employment, we maintain there shall be no discrimination in the employer–employee relationship on account of sex. Sexual discrimination is interpreted to include harassment, coercion, intimidation, improper gestures, lewd language, or offensive behavior of any kind. We will not tolerate such sex-based discrimination, and all those working in a supervisory capacity are responsible for assuring that they and all other employees comply with this policy. The texts of federal laws and regulations prohibiting sexual harassment are found in section 703 of title VII of the civil rights act of 1964, and Section 1604.11 of the regulations thereof, as well as 41 CFR, Chapter 60-20 of executive order 11246. Employees having concerns regarding the policy or regulations are requested to contact their immediate supervisor or the Local Union Office.

# Basic Principles

## V-D-V NA

The National Electrical Contractors Association (NECA) and the International Brotherhood of Electrical Workers® (IBEW®) union have a common and sympathetic interest in the Voice-Data-Video Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between employers, the union, and the public. Progress in the industry demands a mutuality of confidence between the employers 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:

## NNJ Teledata Addendum

**2.01** The Association and the Union recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Association and the Union and their respective representatives, all levels, will apply the terms of this contract fairly in accord with its interests and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract. Each party shall bring to the attention of all employees in the unit covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures that have been agreed upon to insure adherence to this purpose.

# Negotiating Procedures

## V-D-V NA

**Section 2.01** This agreement shall take effect March 1, 2015, and shall remain in effect until March 1, 2016, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from March 1 through the last day of February of each year, unless changed or terminated in the way later provided herein.

**Section 2.02(a)** Either party, or any employer withdrawing representation from NECA or not represented by NECA, 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 the proposed changes.

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20<sup>th</sup> of the month preceding the next regular meeting of the Council on Industrial Relations 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 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 2.03** 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 and signed by the parties hereto.

**Section 2.04** 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.

**Section 2.05** The duly authorized representative of each of the parties to this agreement shall adjust all grievances or questions in dispute. In the event they are unable 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.

**Note:** The V-D-V NA is a national agreement not subject to local negotiation.

## **NNJ Teledata Addendum**

**8.01** This Agreement shall take effect November 1, 2017, and shall remain in effect until October 31, 2021, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from November 1<sup>st</sup> through October 31<sup>st</sup> each year, unless changed or terminated in the way later provided herein.

**8.02(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.

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

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

**8.02(d)** Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20<sup>th</sup> of the month preceding the next regular meeting of the Council on Industrial Relations 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.

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

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

**8.03** 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.

**21.01** This Addendum shall be in effect from November 1, 2017 to October 31, 2021. It shall automatically renew itself from year to year thereafter provided, however, that either party may give

written notice to the other not less than sixty (60) days prior to October 31, 2014 or a subsequent anniversary date, of a desire to make changes therein or to terminate the Addendum.



# Dispute Resolution Procedures

## V-D-V NA

**Section 2.04** 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.

**Section 2.05** The duly authorized representative of each of the parties to this agreement shall adjust all grievances or questions in dispute. In the event they are unable 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 2.06** All grievances shall be filed in writing to either the base or site local union (but not to both) as may be appropriate. Multiple grievances arising from the same action must be filed in the same local union area. Grievances must be filed within 15 calendar days after the complained-of event arose. Settlement of the grievances may be arrived at in any step of the grievance procedure, below, which will be final and binding on the union and employer with the exception that any decision reached between the chapter and the local union at Step, 2, or any decisions reached by the Labor-Management Committee at Step 3 that may be contrary to the intent of the sponsoring parties to the Voice-Data-Video National Agreement, 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. Any decision reached directly between the local union and the employer at Step 1 or Step 2 is final and binding and is not subject to appeal; however, such decisions are specific to the instant case only.

Grievances shall be handled in the following manner:

**Step 1.** Between the employer's supervisor and the local union steward at the jobsite.

**Step 2.** Between the base or site local union business manager or designee and the base or site chapter manager or employer's representative, as the case may be.

**Step 3.** 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. The Labor-Management Committee shall be composed of three representing the base or site Local Union and three representing the base or site Chapter, as the case may be. It shall 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. 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.

**Step 4.** If the labor-management committee is unable 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 decision shall be final and binding.

**Section 2.07** While any matter in dispute has been referred to conciliation 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.

### **Disputes Dealing with the Definition of Unemployment (Portability)**

**Section 4.06(a)** .... Any question or interpretation of what constitutes unemployment shall be referred to the IBEW International Vice President and NECA Executive Director having jurisdiction over the site.

## **NNJ Teledata Addendum**

**6.01** There will be no strike, work stoppage or interruption of work by the Union or lockout by the Employer during the life of this Addendum or any extension thereof.

**8.04** 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.

**8.05** There shall be a local 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.

**8.06** 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.

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

**8.08** 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 Industry for adjudication. The Council's decisions shall be final and binding.

**8.09** The Council on Industrial Relations pursuant to its basic rule number XI shall appoint an interim committee to investigate each issue that has been submitted to it by the local parties for adjudication under Article 1.8 of this agreement. The appropriate IBEW Vice President and Regional Executive Director of NECA shall be designated as the co-chairman of the committee. The co-chairman may appoint additional members to the committee not to exceed two members

each. The purpose of this committee shall be to review those issues that have been referred by the local parties to the Council for adjudication. The interim committee shall make recommendations to the Council on each issue that has been referred to it prior to the next regular session of Council. The interim committee may share their recommendations with the local parties for their consideration prior to the Council session.

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

**8.11** Any grievance which is not filed in writing within thirty (30) working days of the grievant becoming aware of the grievance shall be deemed to no longer exist.

**9.01** Employees covered by this addendum shall not be disciplined by suspension, demotion, discharge or otherwise except for just cause. The question of whether just cause exists shall be subject to the grievance procedure provided herein. A copy of all disciplinary letters or letters of warning put in an employee's personal file should be forwarded to the Union. Similarly, all letters of accommodation or merit shall also be forwarded to the Union.

### **Exceptions**

**12.01** All employees are considered probationary employees until ninety (90) calendar days from last date of hire and may be terminated by the Employer during their probationary period without such employees having recourse through the grievance procedure.

# Employer Qualifications

## V-D-V NA

**Section 3.01** Certain qualifications, knowledge, experience, and proof of financial responsibility are required of everyone desiring to be an employer in the Voice-Data- Video Industry. Therefore, an employer who contracts for voice-data-video 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 at least one individual, who may be employed in any of the following classifications: Systems Integrator, Master Technician, Senior Technician, Technician, or Installer/Technician.

**Section 3.04** For all employees covered by this agreement, the employer shall carry workers' compensation insurance with a company authorized to do business in the state, Social Security, and such other protective insurance as may be required by the laws of the state in which the work is performed.

**Section 3.05** Each employer shall furnish a surety bond in the amount of \$25,000 to secure payment of all amounts due for payroll, fund deduction contribution, and reporting obligations of the employer required by this agreement. The bond shall provide that it may not be terminated without 30 days prior written notice to the employer and the local union.

## NNJ Teledata Addendum

**5.03 Qualification of Employers.** It is agreed by the parties that the Employer occupies a position of great trust and responsibility in the industry and it is, therefore, necessary that an Employer desiring to be a party to this Addendum have certain qualifications, knowledge, experience and financial responsibility as follows:

(a) The Employer shall maintain a permanent place of business open to the public during normal business hours and have a business telephone.

(b) The Employer shall provide proof of financial responsibility to meet payroll requirements and proof that he has sufficient tools and equipment to successfully and safely perform the job he undertakes.

(c) Supervisory personnel shall act in a supervisory capacity provided that nothing contained herein shall be construed to prevent supervisory personnel from performing such work when bargaining unit employees are unavailable or unable to perform such work or when instructing or demonstrating the use of equipment (or in any emergency situation).

(d) Each Employer covered by this Agreement shall post a bond, on behalf of the signatory local unions, with a surety company authorized to do business in the State of New Jersey and listed in the Department of the Treasurer listing of approved sureties (Department Circular 570) as of the

most recent June 29<sup>th</sup> issuance of such a list guaranteeing the payment of all wages, fringe benefits, working dues and other payments commencing work in the jurisdiction as follows:

1-3 employees	\$25,000.00
4-5 employees	\$35,000.00
6-12 employees	\$85,000.00
13-25 employees	\$175,000.00
26-40 employees	\$285,000.00
41-50 employees	\$355,000.00
51-100 employees	\$70,000.00 per each additional ten employees.
101 + employees	per determination of the appropriate Fund Trustees considering such factors as the length of the job, the Employer's history of payment and delinquencies, the Employer's geographic location and any other relevant factors.

The bond provided hereby, shall in case of the Employer's failure to pay wages and/or fringe benefits and other payments due employees, shall be paid directly to the employees, and/or the trustees of the fringe benefit funds and/or the designated recipients of other payments as set forth by this Agreement.

# Substance Abuse Language

## V-D-V NA

**Section 11.01** The dangers and costs which alcohol and other chemical abuses can create in the Voice-Data-Video 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 impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the union reserves the right to negotiate regarding the terms of the employer's policy before the employer implements the policy. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy. Apprentices may be subject to substance abuse policies adopted and implemented by the JATC.

## NNJ Teledata Addendum

**3.02 Policy on Alcohol & Substance Abuse**- The dangers and costs which alcohol and other chemical abuses can create in the Electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all-applicable federal, state and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement 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.

# **Code of Excellence Program**

**V-D-V NA**

**No.**

**NNJ Teledata Addendum**

**No.**

## **Section VI: Referral**

**Relationship of V-D-V NA & Teledata Addendum Referral**

**Reverse Layoff**

**Repeated Discharge**

**Referral Re-Registration**

**Short Call**

**Exceptions to Order of Referral**

**Miscellaneous Referral Language**



# **Relationship of V-D-V NA & NJ Teledata Addendum Referral**

## **V-D-V NA**

**Section 6.01** When a signatory employer is unable to fill his manpower needs through the portability provisions of Section 4.06(a) and (e) and needs to hire additional workers within the jurisdiction of any site local union, the site local union shall be the sole and exclusive source of referral of applicants for employment as set forth in this article, provided: There exists within the site local union's jurisdiction a separate, local collective bargaining agreement covering essentially the same work as covered by the scope of work in this agreement; such local agreement has a system for the referral of workers in the classifications established in this agreement; and such workers have been classified as technicians through a bona fide training program which meets or exceeds the standards registered for telecommunications technicians by the NJATC.

**Section 6.04** The local union shall maintain a register of applicants for employment established on the basis of classifications listed in this agreement. Applicants shall be referred according to the standard technician referral procedures established by that local union.

## **NNJ Teledata Addendum**

No.

# Reverse Layoff

## V-D-V NA

No.

## NJ Teledata Addendum

No.

# Repeated Discharge

## V-D-V NA

No.

## NJ Teledata Addendum

No.

# Referral Re-Registration

## V-D-V NA

No.

## NJ Teledata Addendum

No.

# Short Call

## V-D-V NA

No.

## NJ Teledata Addendum

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

# Exceptions to Order of Referral

## V-D-V NA

No.

## NJ Teledata Addendum

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

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

# Miscellaneous Referral Language

## V-D-V NA

**Section 6.08** Apprentices shall be assigned and transferred in accordance with Article VII.

## NJ Teledata Addendum

**5.17** The Employer shall not maintain his or her own out-of-work list.

## **Section VII: Work Rules**

**Employee Travel**

**Tools**

**Use of Vehicle**  
**(Personal/Company)**

**Transfer of Employees**

**Notification Requirements**

**Notification of Lay-Offs**

**Additional Restrictions on Work or Use of Tools**



# Employee Travel

## (Includes Expenses, Lodging & Meals)

### V-D-V NA

**Section 4.07(a)** No time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the base local union when workers are ordered to report to the job. When workers are assigned overnight to a job in the site local union per Section 4.07(d) below, no time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the site local union and the place of lodging.

**(b)** During working hours the employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop.

**(c)** On work outside the jurisdiction of the base local union, the employer shall furnish transportation or mileage, travel time at the straight-time rate of pay not to exceed eight hours, room and board, and all other necessary expenses, as provided in subsection (d) below.

**(d)** When an employee's work necessitates staying overnight at other than the geographic jurisdiction of the base local union, he/she shall be reimbursed for meals according to the following rate or at the then current IRS rate for per diem expenses, whichever is higher:

**Breakfast \$10; Lunch \$15; Dinner \$20**

The employee shall be reimbursed for lodging at the rate of \$30 per day when suitable lodging is not provided by the employer. In the event lodging is in excess of \$30 per day, the employer shall provide the lodging or reimburse the employee for the excess costs. Lodging receipts shall be furnished for reimbursement.

The company shall advance money to the employee for meals and lodging expenses when it is known that such expenses will be incurred.

### NJ Teledata Addendum

**13.09(a) Traveling and Expenses.** Employees who are required to travel on employer business and remain overnight away from their normal headquarters with Employer consent, shall be compensated for the cost of meals, upon presentation to the Employer of itemized receipts for the meals, up to a maximum of \$100.00 per day. The Employer is not required to pay for alcoholic beverages as part of this expense. The Employer shall provide, and pay directly, reasonable lodging for such employees. Employees will be reimbursed by the employer for all other business related expenses.

**13.09(b)** Reimbursement for incidental expenses incurred while performing company business shall be made on a weekly basis.

# Tools

## V-D-V NA

### Tool List:

**Section 3.13** All classifications of technician (including installer/technician) shall provide themselves with the following minimum list of tools:

1) Punch tool w/110 & 66 blades; 2)RJ-45/RJ-11 crimp tool; 3) Coax crimp tool (RG-59, 62 & 6); 4)Cat 5 strippers; 5) Wire strippers (Miller type); 6) Utility knife; 7) Cable cutters; 8) Wire Cutters; 9) T&B Sta-Kon tool; 10) Lineman pliers; 11) Channel locks (2 pairs); 12) Flathead screwdrivers (assorted sizes); 13) Phillips-head screwdrivers (assorted sizes); 14) Sheetrock saw (hand type); 15) Nutdrivers (1/4" through 7/16"); 16) Hacksaw; 17) Hammer; 18) Tool pouch; 19) Volt-ohm meter; 20) Toolbox (20" x 8½" x 9" minimum with lock); 21) Scissors; 22) Awl; 23) Flashlight; 24) Tone generator; 25) Probe; 26) Tape measure; 27) Adjustable wrench; 28) Needle-nose pliers; 29) Torpedo level (8")

### Employer Furnished Tools:

**Section 3.14** The employer shall furnish all other necessary tools or equipment. (Any tools not included in the list of 29 above)

### Storage/Responsibility for Employer Furnished Tools:

**Section 3.14** .... Workers will be held responsible for the tools or equipment issued to them, provided the employer furnishes the necessary lockers, toolboxes, or other safe place of storage. Tools must be taken out and put away during working hours.

## NJ Teledata Addendum

**15.01** All employees shall be required to furnish only their own small hand tools as listed:

Awl	Screw Drivers	6' Folding Ruler
Knife	Sheetrock Saw	Needle Nose Pliers
Shears	Torpedo Level	Hex Head 3/16" Driver
Hacksaw	Diagonal Pliers	Screw Drivers 4" and 6"
Flashlight	4" & 6" Phillips	*66 x 110 Punch Down Tool
Tool Pouch	Lineman's Pliers	(blades provided by employer)
Wire Stripper	Adjustable Wrench	
Claw Hammer	12' Measuring Tape	

**Employer Furnished Tools:**

**15.01** The Employer shall furnish all special tools and equipment required to perform the work covered by this Addendum. Such tools, equipment and safety devices shall be suitable type and size, in good working condition and in sufficient quantity to properly and safely perform the work covered by this Addendum.

**15.02** The Employer shall furnish all hard hats, safety glasses and PPE where required

# Use of Vehicle (Personal/Company)

## V-D-V NA

**Section 4.07(b)** During working hours the employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop.

(c) On work outside the jurisdiction of the base local union, the employer shall furnish transportation or mileage, travel time at the straight-time rate of pay not to exceed eight hours, room and board, and all other necessary expenses, as provided in subsection (d) below.

## NJ Teledata Addendum

**13.09(c)** In the event an employee uses his own vehicle in the performance of his duties, the employee shall be reimbursed at the rate set by the Internal Revenue Service (I.R.S.). Tolls for each mile traveled in performing such duties shall also be paid.

# Transfer of Employees

## V-D-V NA

**Section 6.08** Apprentices shall be assigned and transferred in accordance with Article VII. (Apprenticeship & Training)

**Section 7.05** 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 apprentice until they have been properly selected and indentured.

**Section 7.06** 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.

## NJ Teledata Addendum

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

**5.09** 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 transferring employees from job-to-job within the Local Union's geographical jurisdiction,...."

**16.06** 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.

# Notification Requirements

## V-D-V NA

**Section 6.05** The employer shall notify the appropriate International Vice President in whose district work is to be performed on a form provided by the International Office prior to commencing a job in the jurisdiction of a local union other than the base local union. Such notification shall be by fax or e-mail, and the employer shall send a copy to the site local union. In an emergency situation, when advance notice is not possible, such notice shall be submitted as soon as possible. There shall be no requirement for any employee being moved under the provisions of Section 4.06 to report to the local union office where the work is performed.

## NJ Teledata Addendum

No.

# Notification of Lay-Offs

## V-D-V NA

**Section 4.13** The employer shall notify the union 48 hours in advance of any layoff, whenever possible. Saturdays, Sundays, and holidays are not included.

## NJ Teledata Addendum

**5.11(b)** Whenever employees are laid off on the job they shall be allowed fifteen (15) minutes to pick up their tools.

**13.10** "...Any workman laid off shall be paid his wages and any monies due him immediately. In the event he is not paid off, waiting time at the regular straight time rate shall be charged until payment is made but waiting time not to exceed eight (8) hours straight time in any one twenty-four (24) hour period. ..."

# Additional Restrictions on Work or Use of Tools

## V-D-V NA

**Section 3.14** .... Tools must be taken out and put away during working hours.

## NJ Teledata Addendum

**1.03** Signatory contractors working under the terms and conditions of this agreement may perform pole work excluding “hot zones”.

**5.12** All off-site work being done by a contractor, with the exception of pre-manufactured assemblies and items that may be purchased from a catalogue, shall be performed by IBEW Technicians at their regular rate of pay.

**13.05(a)** The Employer shall make all reasonable efforts to distribute overtime on an equitable basis provided, however, that the employee to whom such overtime shall be assigned is able to perform such work to the satisfaction of the Employer.

**14.06** In the territory under the jurisdiction of the Inside Electrical Unions 269 and 351, Foremen of all levels shall be guaranteed 40-hours of work per week.

**Memorandum of Understanding:** Let it be understood that the parties signed to the New Jersey Telecommunication Collective Bargaining Agreement, IBEW Local Unions 102, 164, 269, 351, 400 and 456 and the Northern and Southern NECA agree that they should work together to promote and insure a more harmonious relationship with its customers.

To this end, it is agreed that any and all equipment delivered to a job site that is to be installed by telecommunication technicians shall be moved by the Telecommunication Technicians from the delivery site to the installation location unencumbered.

Including but not limited to; computers, voice data cabinets, voice data racks, routers, hubs, servers, phones, PBX, Key systems, cable, connectors, etc.

**15.02** The Employer shall furnish all hard hats, safety glasses and PPE where required.



## **Section VIII: Hours/Work Week**

### **Work Week & Start/Quit Times**

#### **“Four Tens” Language**

#### **Shift Language**

#### **“Off Shift” Schedule**

#### **Offset Work Week**

#### **Show-Up Pay**

# Work Week & Start/Quit Times

## V-D-V NA

**Section 3.14** .... Tools must be taken out and put away during working hours.

**Section 4.01** Eight consecutive hours work between the hours of 6 a.m. and 6 p.m., with a one-half-hour lunch period, shall constitute the workday. Five such days, Monday through Friday, shall constitute the workweek.

## NJ Teledata Addendum

**13.01** Hours of work week. Eight (8) consecutive hours shall constitute a day's work between the hours of 7:00 a.m. and 5:30 p.m., from Monday through Friday inclusive, with one-half (½) hour set aside for lunch period, unless changed by mutual consent of the employer and the Local Union.

# “Four Tens” Language

## V-D-V NA

**Section 4.02(b)** The employer, with 24 hours prior notice to the union, may institute a workweek consisting of four consecutive 10-hour days between the hours of 6 a.m. and 6 p.m., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day; and, if utilized, a minimum of eight hours must be scheduled. After 10 hours in a workday, or 40 hours in a workweek, overtime shall be paid at a rate of 1½ times the regular rate of pay.

It shall not be cause for discharge or any other disciplinary action by the employer against any employee if that employee is unable to work on a make-up day.

## NJ Teledata Addendum

**13.02** Upon mutual agreement between the Union (Site Local) and the employer, a schedule of four ten hour days may be worked for a minimum of a one-week period. The four (4) ten (10) hour days shall be worked between the days of Monday through Friday consecutively between the hours of 7:00 a.m. to 5:30 p.m. with one-half hour set aside for lunch period. For the first six (6) hours worked after the regular quitting time and on the weekday not worked in the four (4) ten (10) hour day schedule, as well as Saturday, wages shall be one and one-half (1½) times the regular rate of pay. After the expiration of sixteen (16) hours worked, two times the regular rate of pay shall be paid until the regular scheduled starting time. If a holiday occurs on any of the agreed upon four (4) ten (10) hour days, or if conditions do not allow the employees to work on any of the agreed upon four (4) ten (10) hour days, then upon mutual agreement between the Union and the Employer, the week day not being worked, may be utilized as a make-up "day". This day will be paid for at the regular rate of pay.

# Shift Language

## V-D-V NA

**Section 4.12** When so elected by the contractor, multiple shifts of at least five days duration may be worked. When two or three shifts are worked:

The first shift (day shift) shall be worked between the hours of 8 a.m. and 4:30 p.m. with a one-half-hour lunch period. Workers on the “day shift” shall receive eight hours pay at the regular hourly rate.

The second shift (swing shift) shall be worked between the hours of 4 p.m. and 12:30 a.m. with a one-half-hour lunch period. Workers on the “swing shift” shall receive eight hours pay at the regular hourly rate plus an additional 75 cents per hour.

The third shift (graveyard shift) shall be worked between the hours of 12 a.m. and 8:30 a.m. with a one-half-hour lunch period. Workers on the “graveyard shift” shall receive eight hours pay at the regular hourly rate plus an additional \$1 per hour.

A lunch period of 30 minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at 1½ times the shift hourly rate, which includes the shift premium of 75 cents on the second shift and \$1 on the third shift.

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. Any shift starting time, as outlined in this section (4.12), may be varied by up to two hours.

## NJ Teledata Addendum

**13.08** When so elected by the Contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: the first shift (Day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate of eight (8) hours worked. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight hours pay at the regular hourly rate plus 10% for seven and one-half (7½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen in the "graveyard shift" shall receive eight hours pay at the regular hourly rate plus 15% for seven (7) hours work. The shift will start 12:30 a.m. Monday morning, if possible. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one half 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. Upon mutual consent of the Employer and the Union, any shift start time may be flexible.

# **“Off Shift” Schedule**

## **V-D-V NA**

No.

## **NJ Teledata Addendum**

**13.03** At the request of the end user, any eight (8) consecutive hours of work starting between 10 a.m. and 10 p.m. may be performed at 110% of the regular straight time rate of pay. This “off shift” schedule must be a minimum of two (2) consecutive days, Monday through Friday, in duration, a maximum of once per week and cannot be used in combination with any other shift.

# Offset Work Week

## V-D-V NA

**Section 4.02(c)** The employer may designate one employee to work a schedule of Tuesday through Saturday at the regular straight-time rate of pay. In this case all work on Sundays shall be paid at double the straight-time rate, and all work on Mondays shall be paid at 1½ times the straight-time rate. Participation by the employee to work this schedule is voluntary.

## NJ Teledata Addendum

No.

# Show-Up Pay

## V-D-V NA

**Section 4.11** If workers report to the shop or job and are not put to work due to conditions beyond the control of the workers, they shall receive two hours pay. Workers may be required to remain at the shop or jobsite for the hours paid. If they are required to remain beyond the initial two hours (either because they were put to work or made to continue waiting), they shall be paid for the actual hours worked or held.

## NJ Teledata Addendum

**13.01** .... Work pre-arranged by mutual consent, not to exceed three (3) hours, commencing prior to the agreed upon starting time shall be at one and one-half (1½) times the regular rates, provided the employee is permitted to work until 4:30 p.m. In the event that an employee is not permitted to work through the regular scheduled shift, he shall be paid for the pre-arranged overtime at two (2) times the regular rate of pay or a minimum of eight (8) hours at the regular rate of pay whichever is greater.

**13.07(a)** Call Out Time In the event that it is necessary for the employer to call in men to do any work after said men have completed their regular days work and have gone home or on Saturday, Sunday or holiday, men reporting to work shall be paid at the rate as stated in this Addendum. However, a minimum of four (4) hours' pay at the man's regular rate, portal to portal, shall be paid.

**5.11(a)** Any employee reporting to work shall be paid at least two (2) hours time. If required to work outside of regular working hours, he shall be paid at the prevailing overtime rate. Whenever any employee is employed for any percent of four (4) hours, such employee shall be paid for four (4) hours time at the specified rate. In the event of more than four (4) hours employment, the employee shall receive the specified rate for the full day.

## **Section IX: Vacations, Premium Pay & Seniority**

**Vacations**

**Overtime**

**Holidays**

**“On Call” (Standby) Premium**

**“Off-Shift” Premium**

**Shift Differential**

**Seniority Provisions**

**Misc. Language re: Premium Pay**



# Vacations

## V-D-V NA

**Section 5.01** Employees who have fulfilled the eligibility requirements for vacation as outlined in this article shall receive a vacation with pay as follows:

(a) Those continuously employed by the employer for at least six months but less than five years shall earn up to a maximum of 10 vacation days using the following formula: Those hours worked under this Agreement shall be divided by 160 and the result rounded to the nearest whole number. This number represents the number of vacation days the employee may take in the current calendar year consistent with the rest of this Article. Hours worked in excess of 1600 in any one calendar year shall not be counted.

(b) Those continuously employed by the employer for over five years, shall earn up to a maximum of 15 vacation days using the following formula: Those hours worked under this Agreement shall be divided by 107 and the result rounded to the nearest whole number. This number represents the number of vacation days the employee may take in the current calendar year consistent with the rest of this Article. . Hours worked in excess of 1600 in any one calendar year shall not be counted.

(c) Unused vacation days may be carried over to the following year; however, employees may not accumulate more than a total of 25 days.

(d) Employees shall receive monthly notification of hours accumulated under this provision (less those hours deducted to provide vacation days per subsections (a) and (b) above) from the Employer unless such information is regularly made available on pay stubs.

(e) Employers shall notify local unions of hours performed per individual under this agreement upon request by the local union.

**Section 5.02** Vacation pay shall be paid on the basis of the employee's current straight-time hourly rate as of the date upon which the vacation is taken. Pay for vacation shall be calculated on a basis of eight hours for each vacation day and 40 hours for each vacation week.

**Section 5.03** Employees must request vacation days in advance, and no more than 20 percent of the work force may be on vacation at any one time without approval of the employer. The 20 percent restriction does not apply where the employer employs fewer than five employees, in which case no more than one employee may be on vacation at any time without approval of the employer.

**Section 5.04** Employers may deny vacation dates at the time they are requested if job conditions require the presence of that employee. In this event the employer shall work with the employee to arrive at dates which are acceptable to both as soon as possible.

**Section 5.05** Although vacation entitlement is expressed in terms of days, it is generally assumed that vacation will be taken in five-day, Monday through Friday, blocks. With permission of the employer and under special circumstances, shorter vacation periods may be taken. Special circumstances would include: When a holiday falls during a vacation period, that day will be treated as a holiday and will not count as a vacation day. In this event the employee may schedule the extra vacation day off as a single day. In the event of bereavement, an employee may use accrued vacation in one-day increments with notice to the employer.

**Section 5.06** The employer may establish reasonable requirements to implement the above conditions.

**Section 5.07** Any employee who has been continuously employed by the employer for at least six months and is separated from employment shall be paid for all accrued vacation days.

**Section 5.08** This article shall not apply to workers assigned from the base local union if the current collective bargaining agreement of the base local union contains an employer paid vacation provision. This article shall not apply to workers referred from the site local union if the current collective bargaining agreement of the site local union contains an employer paid vacation provision. Employee deductions from pay do not count as a paid holiday provision.

## **NJ Teledata Addendum**

**No.**

# Overtime

## V-D-V NA

**Section 4.02(a)** All work performed outside of the stated hours and on Saturdays will be paid at 1½ the regular straight-time rates. All work on the holidays designated in Section 4.03 shall be paid at 1½ the regular straight-time rate plus the holiday pay. All work on Sundays shall be paid at double the straight-time rate.

**Section 4.02(c)** The employer may designate one employee to work a schedule of Tuesday through Saturday at the regular straight-time rate of pay. In this case all work on Sundays shall be paid at double the straight-time rate, and all work on Mondays shall be paid at 1½ times the straight-time rate.

## NJ Teledata Addendum

**5.11(a)** “Any employee reporting to work.... outside of regular working hours, he shall be paid at the prevailing overtime rate....”

**13.01** “.... All hours worked after the regular quitting time on Monday through Friday and any eight consecutive hours worked on Saturday per employee will be at one and one-half (1½) times the regular rate of pay. All hours worked after any eight (8) consecutive hours on Saturday and all hours worked on Sunday shall be paid at two (2) times the regular rate of pay.

Work pre-arranged by mutual consent, not to exceed three hours, commencing prior to the agreed upon starting time shall be at one and one-half times the regular rates, provided the employee is permitted to work until 4:30 p.m. In the event that an employee is not permitted to work through the regular scheduled shift, he shall be paid for the pre-arranged overtime at two times the regular rate of pay or a minimum of eight hours at the regular rate of pay whichever is greater.”

**13.02** “.... The four (4) ten (10) hour days shall be worked between the days of Monday through Friday consecutively between the hours of 7:00 a.m. to 5:30 p.m. with one-half hour set aside for lunch period. For the first six (6) hours worked after the regular quitting time and on the weekday not worked in the four (4) ten (10) hour day schedule, as well as Saturday, wages shall be one and one-half (1½) times the regular rate of pay. After the expiration of sixteen (16) hours worked, two times the regular rate of pay shall be paid until the regular scheduled starting time.”

**13.04** All work performed on Sundays, Holidays, and following eight (8) consecutive hours of work on a Saturday shall be paid for at double the regular straight time rate of pay.

**13.05(a)** The Employer shall make all reasonable efforts to distribute overtime on an equitable basis provided, however, that the employee to whom such overtime shall be assigned is able to perform such work to the satisfaction of the Employer.

**13.05(b)** There shall be no pyramiding of premium time.

**13.07(a)** In the event that it is necessary for the employer to call in men to do any work after said men have completed their regular days work and have gone home or on Saturday, Sunday or holiday, men reporting to work shall be paid at the rate as stated in this Addendum. However, a minimum of four (4) hours' pay at the man's regular rate, portal to portal, shall be paid.

# Holidays

## V-D-V NA

**Section 4.02(a)** .... All work on the holidays designated in Section 4.03 shall be paid at 1½ the regular straight-time rate plus the holiday pay.

**Section 4.03(a)** All employees who have worked or been on approved leave under this Agreement during the pay week in which one of the following holidays is observed shall receive time off and eight hours of pay at their regular base rate for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. The hourly rate for holiday pay shall be calculated according to Article 4, Section 4.06 (b) and (c). Transferring of employees to other work not covered by this Agreement in order to avoid payment of the holiday pay shall be considered a breach of this Agreement.

**(b)** If any of the above holidays occurs on a Saturday, the preceding Friday will be observed as the legal holiday. If any of the above holidays occurs on a Sunday, the following Monday will be observed as the legal holiday.

**(c)** This section shall not apply to workers assigned from the base local union if the current collective bargaining agreement of the base local union contains an employer paid holiday provision. This section shall not apply to workers referred from the site local union if the current collective bargaining agreement of the site local union contains an employer paid holiday provision. Employee deductions from pay do not count as a paid holiday provision.

## NJ Teledata Addendum

**13.02** "... If a holiday occurs on any of the agreed upon four (4) ten (10) hour days, or if conditions do not allow the employees to work on any of the agreed upon four (4) ten (10) hour days, then upon mutual agreement between the Union and the Employer, the week day not being worked, may be utilized as a make-up "day". This day will be paid for at the regular rate of pay."

**13.04** All work performed on Sundays, Holidays, and following eight (8) consecutive hours of work on a Saturday shall be paid for at double the regular straight time rate of pay.

**13.06(a)** Holidays The following days shall be celebrated as holidays- New Years Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

**13.06(b)** When a holiday falls on a Sunday, it will be observed on the following Monday. When a holiday falls on a Saturday, it will be observed on the preceding Friday.

**13.06(c)** In an emergency, the Employer shall have the right to require any employee to work on any of the holidays specified herein. If an employee is scheduled to work on a holiday, he shall be notified at least twenty-four (24) hours in advance of the closing of the regularly scheduled work day immediately preceding the holiday, except in an emergency. The rate shall be two (2) times the

regular hourly rate of pay, i.e. at no time during a holiday shall anyone working receive anything less or anything more than double time.

**13.06(d)** All employees working in the capacity of any foreman classification shall be paid for the standard 8¼ holidays.

**13.07(a)** In the event that it is necessary for the employer to call in men to do any work... on Saturday, Sunday or holiday, men reporting to work shall be paid at the rate as stated in this Addendum. However, a minimum of four (4) hours' pay at the man's regular rate, portal to portal, shall be paid.

# **“On Call” (Standby) Premium**

## **V-D-V NA**

No.

## **NJ Teledata Addendum**

**13.07(b) Standby** An employee designated by the Employer, as the standby (or on-call) technician shall be paid \$200.00 weekly. All qualified technicians shall be afforded the opportunity to share equally in the stand-by list. These employees shall satisfy the employer's requirements for a reasonable response time. The term “Gross Labor Payroll,” for the purpose of calculating contributions to the Welfare, Annuity, Pension, JATC, Industry and Administrative Maintenance Funds, et al., shall not include any “Standby” premium except for contributions to NEBF where it shall be included.

# **“Off-Shift” Premium**

## **V-D-V NA**

No.

## **NJ Teledata Addendum**

**13.03** At the request of the end user, any eight (8) consecutive hours of work starting between 10 a.m. and 10 p.m. may be performed at 110% of the regular straight time rate of pay. This “off shift” schedule must be a minimum of two (2) consecutive days, Monday through Friday, in duration, a maximum of once per week and cannot be used in combination with any other shift.



# Shift Differential

## V-D-V NA

### Shift Rates

<u>Shift</u>	<u>Hours</u>	<u>Rate</u>
1 <sup>st</sup> (Day)	8 a.m.- 4:30 p.m.	No Premium
2 <sup>nd</sup> (Swing)	4 p.m.- 12:30 a.m.	Straight Time + \$.75/hour (for 8 hours)
3 <sup>rd</sup> (Graveyard)	12 a.m.- 8:30 a.m.	Straight Time + \$1.00/hour (for 8 hours)

- Each shift is eight (8) hours of pay for eight (8) hours of work.
- A lunch period of thirty minutes shall be allowed on each shift.
- There shall be no requirement for a day shift when either the second or third shift is worked.
- Any shift starting time may be varied by up to two hours.

### Shift Overtime

All overtime work required after the completion of a regular shift shall be paid at 1½ times the shift hourly rate, which includes the shift premium of 75 cents on the second shift and \$1 on the third shift. There shall be no pyramiding of overtime rates, and double the straight-time rate shall be the maximum compensation for any hour worked.

## NJ Teledata Addendum

### Shift Rates

<u>Shift</u>	<u>Hours</u>	<u>Rate</u>
1 <sup>st</sup> (Day)	8 a.m.- 4:30 p.m.	No Premium
2 <sup>nd</sup> (Swing)	4 p.m.- 12:30 a.m.	10% Premium + 8 hours pay for 7.5 hours of work
3 <sup>rd</sup> (Graveyard)	12 a.m.- 8:30 a.m.	15% Premium + 8 hours pay for 7 hours of work

- A lunch period of thirty minutes shall be allowed on each shift.
- There shall be no requirement for a day shift when either the second or third shift is worked.

### Shift Overtime

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.

# Seniority Provisions

## V-D-V NA

No.

## NJ Teledata Addendum

**Note: The language referencing seniority provisions does not appear in the current agreement with the exception of a Memorandum of Understanding providing for the grandfathering of those employees who had achieved seniority prior to 9/31/2002 and the ability, under certain circumstances to “buy out” the earned benefit. All other language included is from the last agreement within which the reference to seniority appeared.**

- **Recall** In layoffs and recalls, for all employees with three years service with the same company or longer, bargaining unit seniority from date of hire shall prevail. For all other employees, layoffs shall be by seniority provided the employee being laid off shall be the least capable of performing the available work as determined by the annual review. It is recognized that in certain instances specific equipment cannot be serviced by more senior employees. In that case, prior to any layoff a mutual determination will be reached. Upon reinstatement to the active payroll through recall provisions of this Article, the recalled employee will be credited with seniority from his last date of hire. However, upon such reinstatement, time spent on layoff will not be credited toward time and grade progression.
- “Upon completion of the probationary period, the employee is vested with seniority from his hire date.”
- **Holidays**. In addition to the regular holidays, “four (4) floating holidays of the employee’s choice for permanent employees only (after 3 years). These floating holidays are to be paid by the contractor directly to the employee.”
- **Funeral Leave**. In the event of a death in the immediate family of a permanent employee (more than 3 years), such employee shall, upon request, be granted such time off as is necessary to make arrangements for the funeral and attend same not to exceed three (3) regularly scheduled work days. Funeral leave will not be granted if the death occurs while the employee is on leave of absence or layoff. Furthermore, funeral leave pay will not be granted for any date for which the employee will otherwise be compensated by the Employer. Sufficient proof of death shall be furnished upon request. For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent, grandchild, stepmother, stepfather and stepchildren.
- When an employee starts his fifth year of vacation funding with the same employer, his rate shall then be ten (10) percent of his regular rate of pay for every hour worked.
- Any employee laid off prior to his third consecutive year of employment with a contractor and re-hired within the subsequent ninety (90) days, shall have his time with that contractor bridged for purposes of vacation funding.

**Memorandum of Understanding (Current Agreement)** Let it be understood that in the Telecommunication Collective Bargaining Agreement between IBEW Local Union 164 and NECA that all seniority provisions i.e.; Article 5, Section 11a, Article 12, last sentence, Article 13, Section 5a, "Four floating holidays of the employee choice..." and section (d), Article 21, and Wage Addendum Section 1, "when an employee starts his fifth year of vacation funding..." be removed from the Agreement but;

All members that are eligible for all or any of the benefits under the Seniority provisions as of August 31<sup>st</sup>, 2002, shall be eligible for those benefits as long as he remains in the employ of his/her contractor or until which time as the employee and employer enter into an arrangement, mutually amenable to each party, to buy out the accrued benefits. In such instances, contractors who wish to offer a buy out of the seniority benefits of an employee shall first notify the IBEW Local in writing in order to initiate the process and notify the IBEW upon achieving a settlement with the employee. In any case, the minimum settlement amount shall be \$15,000.00. This amount is considered an extraordinary one-time cash bonus and is therefore not subject to any additional benefit assessments normally added under the definition of Gross Labor Payroll. Contractors shall not be bound to offer a buy-out nor shall an employee be bound to accept a proposed buy-out.

It is further understood that the parties signed to the Telecommunication Collective Bargaining Agreement shall work in good faith to insure the implementation of this Agreement.

# Misc. Language re: Premium Pay

## V-D-V NA

**Section 4.02(b)** The employer, with 24 hours prior notice to the union, may institute a workweek consisting of four consecutive 10-hour days between the hours of 6 a.m. and 6 p.m., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day; and, if utilized, a minimum of eight hours must be scheduled. After 10 hours in a workday, or 40 hours in a workweek, overtime shall be paid at a rate of 1½ times the regular rate of pay.

It shall not be cause for discharge or any other disciplinary action by the employer against any employee if that employee is unable to work on a make-up day.

## NJ Teledata Addendum

**13.03** At the request of the end user, any eight (8) consecutive hours of work starting between 10 a.m. and 10 p.m. may be performed at 110% of the regular straight time rate of pay. This “off shift” schedule must be a minimum of two (2) consecutive days, Monday through Friday in duration, a maximum of once per week and cannot be used in combination with any other shift.

# **Section X: Employee Categories**

## **Employee Classifications**

### **Foreman** **(Classifications, Rights & Premiums)**

### **Stewards**

### **Apprentices**

### **Employment of Inside Wiremen**

### **Employment of Temporary Workers**

# Employee Classifications

## V-D-V NA

### APPENDIX A (Classification Definitions)

**Locally Negotiated Classifications:** This agreement shall recognize other semi- or lesser-skilled classifications (classifications other than installer/technician, technician, or registered apprentices) not defined in this appendix if they have been negotiated and implemented in the jurisdiction of the site local union where the work is being performed. Such lower classifications shall be referred by the site local union. These classifications shall also be permitted in those areas where no separate agreement exists covering essentially the same scope of work as this agreement if they have been negotiated and implemented in the base local union's jurisdiction.

**Apprentice Installer/Technician:** Indentured in a three-year JATC-recognized apprenticeship program administered by an IBEW/NECA JATC. Maximum jobsite ratio shall be one-to-one. No special referral by period shall be required. JATCs should encourage rotation to provide for the maximum learning experiences in a variety of systems. After one year, apprentices may work with limited supervision on structured cabling installations.

**Installer/Technician:** Completed a three-year JATC Apprentice Technician Program or has four years experience in the communications industry and passed an installer/technician equivalency exam developed by the NJATC and administered by the local union or through independent third-party testing sanctioned by the NJATC and supported by the IBEW and NECA. Duties may include supervision of apprentice technicians and other installer/technicians.

**Technician:** Has a minimum of two years experience as an installer/technician and is qualified to perform the following tasks: the planning and installation, including testing, terminating, and troubleshooting, of structured cabling systems (SCS). Possesses the skills for fiber-optic installation, including splicing, testing, terminating, and troubleshooting. Duties may include supervision of apprentice technicians, installer/technicians, and/or other technicians.

**Senior Technician:** Has a minimum of two years experience as a technician and is qualified to perform the following tasks: the planning and installation, including testing, terminating, and troubleshooting, of structured cabling systems (SCS). Possesses the skills for fiber-optic installation, including splicing, testing, terminating, and troubleshooting. Must be skilled in the maintenance, service, testing, and repair of PBX systems and computer networking systems. Should have experience installing other special systems; such as security/access control, sound reinforcement, media retrieval, wireless/RF, and/or clock systems, etc. Duties may include the supervision of apprentice technicians, installer/technicians, technicians, and/or other senior technicians.

**Master Technician:** Has a minimum of two years experience as a senior technician and is qualified to perform the following tasks: experienced in the planning and installation of large complex structured cabling systems. Must be certified in the installation, maintenance, service,

testing, and repair of more than one PBX system (if offered by the company) and network computer system. Should be able to install, maintain, and troubleshoot all hardware and software for Win NT or Novell network servers. Install and program routers, hub, and switches (Cisco, Nortel, 3Com, etc.). Provide startup of all clients on the network, including installation of client application software. Must be experienced in the planning, installation, troubleshooting, and testing of other special systems; such as security/access control, sound reinforcement, media retrieval, wireless/RF, and/or clock systems, etc. Duties may include the supervision of apprentice technicians, installer/technicians, technicians, senior technicians, and/or other master technicians.

**Note:** Time requirements for the **Technician**, **Senior** and **Master Technician** classifications may be waived by passing an equivalency exam developed for each of those classifications by the NJATC and administered by the local union or through independent third-party testing sanctioned by the NJATC and supported by the IBEW and NECA.

**Systems Integrator:** In addition to meeting the requirements of a master technician, must have the ability to program and administer all system software for at least one major communications and/or data networking system. Has third-party certification as required by vendor or customer; such as CCNA, CCND, Cisco Systems, ITCO 5, Nortel, Lucent, Cabletron, etc. A systems integrator should be able to coordinate the communications of one or more separate proprietary or nonproprietary special systems so that they may be monitored and supervised from one central control system (i.e., computer network or web-based Internet control of fire/life safety, energy management, security/access control, etc.). Additional duties may include the supervision of all voice-data-video classifications.

## **NJ Teledata Addendum**

**14.01** Employees shall be slotted into the classification structure and will progress to the next level, depending on length of service and qualifications. Thereafter, wage increases in the amounts shown in the wage schedule contained in this article shall be granted automatically on completion of the time intervals specified.

**14.02** Wage Rates **See appropriate Local Union Wage Addendum**

**14.03** Classification Definitions

The following descriptions will serve as the process for the Union, communication Technicians to progress from one classification to another. It is understood that all existing Communication members are grandfathered in their existing classification. The Union Communications Apprenticeship program which includes the National Joint Apprenticeship Training Committee (NJATC) Installer/Technician Tele-Communications Apprenticeship Program as well as (a) Structured Cabling (b) Electronic Key System (c) PBX (d) Network Integration training or equal **MUST** be completed before the end of the members apprenticeship period to be eligible to enter the Technician Classifications (i.e.: Installer Technician, I, II, III, IV, and V).

**Journeyman Technician I :** Must have completed the Union Communications Apprenticeship or equal; Must have received a favorable annual review after completing Apprenticeship requirements; Must be able to install a Key System & supervise up to 3 men; Must be able to service and maintain a small Key System with some degree of proficiency; Will be able to understand and install MDF and IDF layout for small Key System; Will be able to use Basic Test equipment including Test Sets,

Continuity Tester, Tone Sender, Meter and TDR; Must be able to terminate and perform Basic Testing of Fiber Optic Cable and Utilizing Light; Source Equipment; Must be able to implement project schedule; Be familiar with Article 800 of the N.E.C.; The ability to splice Copper and Fiber cables; Will be inclusive when the Fiber-Optic Course is included in the Trainee Training Course.

**Foreman Technician II:** Must have been a Technician I for at least one (1) year; Must have received a favorable annual review since progressing to Technician I; Must be qualified to trouble shoot Electronic Key equipment with minimum assistance; Must be qualified to perform moves and changes on equipment that the employee has been trained either as a result of formal training or on the job training and self-familiarity; Will be able to trouble shoot Basic Telephone and Data problems and resolve; Will be able to trouble shoot and resolve Basic Fiber Optic problems; Must possess a full understanding of Tele/Data System installation including Mounting and Installing Frames, Cabinets, and Termination Hardware; Must be able to layout, maintain, and install a Basic PBX System with minimal assistance; Will be able to direct other workers in the performance of their duties while serving as a Sub- Foreman on a large job with more than 10 men or serve as Foreman on a job up to 10 men.

**Foreman Technician III:** Must have been a Technician II for at least one (1) year; Must have received a favorable annual review since progressing to Technician II; Certified in a PBX or Key System; Must be field familiar with at least two (2) other complete systems or must be capable of installing and maintaining other systems offered by the company with a minimum of assistance; Will be able to trouble shoot Telephone and Data problems; Will be able to trouble shoot and resolve Fiber Optic problems; Must be able to layout, maintain, and install PBX Systems; Will be able to direct other workers in the performance of all of the above while serving as a Foreman for up to 20 men; Will be able to trouble shoot Networks using test equipment including but not limited to OTDR, MTDR, Fiber Scouts, Firebyrd, T-Bird and other transmission equipment.

**Foreman Technician IV:** Must have been a Technician III for at least one (1) year; Must have received a favorable annual review since progressing to Technician III; Must be able to install and service large scale PBX Systems; Must be able to upgrade a large scale PBX System; Must be certified in at least one (1) PBX System; Makes day to day work assignments for the technicians assigned to his job while serving as a Foreman for jobs up to 30 men; Can delegate job assignments to workers, leadmen, and service personnel or serve as an Assistant Installer Technician V on jobs with more than 50 men; Can layout a job (examples): The ability to assign Riser Pairs, keep records, read floor plans, build a Main Frame or IDF with a breakdown of Riser Station, PBX, and Computer Grouping & to work with various meters for testing.

**Foreman Technician V:** Responsible for planning, scheduling, and coordinating the installation of projects assigned to him through the leadman assigned to each project; Must have been a Technician IV for at least one (1) year; Must have received a favorable annual review since



progressing to Technician IV; Must be able to trouble shoot an Electronic PBX System effectively; Must be able install a complete, large integrated system from beginning to end; Must be certified or qualified in one (1) PBX and qualified in at least one PBX and Peripheral equipment; Plan, schedule, and coordinate installation with customers per customers' specifications and develop an

installations project schedule while serving as a Foreman on jobs with more than 30 men; Has a solid technical background in all of the following: La2 Key Equipment, Paging Installations, Fiber-Optic Set-Up and Termination, Basic Telephony, Electronic Key Systems & Advanced knowledge of all phases of PBX Installation and maintenance.

\*In addition, technicians requested to be foreman on a job, secured from either the referral list or from the contractors employ, will be paid in accordance to the previously stated definitions.

### **Definitions:**

**Qualified:** Has acquired familiarity with the product, sufficient to be knowledgeable of its features and uses. Able to demonstrate product operation, cable connect, terminate main system interface devices (i.e.) phones, terminals, patch panels and peripheral equipment. Able to trouble shoot system with a minimum of assistance.

**Certified:** Has attended and successfully completed a manufacturer's prescribed or other industry and manufacturers accepted training course, receiving a certificate of satisfactory completion.

### **14.04 Service Classification Definitions**

The following descriptions will serve as the process for the Union, Communication Technicians to Progress from one classification to another. It is understood that all existing Communication members are grandfathered in their existing classification.

The Union Communications Apprenticeship program which includes The National Joint Apprenticeship Training Committee (NJATC) installer technician telecommunications program as well as: (A) Structured Wiring; (B) Electronic Key; (C) Data and PBX Switching training or equal must be completed before the end of the member's Trainee period to be eligible to enter the Technician Classifications (i.e.; C, B, A, Senior and Master)

**C Technician:** 1) Must have completed the Union Communications Training Course or Equal; 2) Must have received a favorable annual review after completing Trainee requirements; 3) Must be able to install a Key System; 4) Must be able to service and maintain a small Key System with some degree of proficiency.

**B Technician:** 1) Must have been a C Technician for at least one (1) year; 2) Must have received a favorable annual review since progressing to C Technician; 3) Must be qualified to trouble shoot Key and Electronic equipment with minimum assistance; 4) Must be qualified to perform moves and changes on equipment that the employee has been trained either as a result of formal training or on the job training and self-familiarity.

**A Technician:** 1) Must have been a B Technician for at least one (1) year; 2) Must have received a favorable annual review since progressing to B Technician; 3) Certified in a PBX or Key System (if offered by the company); 4) Must be field familiar with at least two (2) other complete systems; 5) Must be capable of installing and maintaining other systems offered by the company with a minimum of assistance.

**Senior Technician:** 1) Must have been an A Technician for at least one (1) year; 2) Must have received a favorable annual review since progressing to A Technician; 3) Must be able to install and service large scale PBX System; 4) Must be able to upgrade a large scale PBX System; 5) Must be certified in at least one (1) PBX (if offered by company).

**Master Technician:** 1) Must have been a Senior Technician for at least one (1) year; 2) Must have received a favorable annual review since progressing to Senior Technician; 3) Must be able to program a PBX System; 4) Must be able to trouble shoot an electronic PBX System effectively; 5) Must be able to install a complete, large integrated system from beginning to end; 6) Must be certified or qualified in more than one (1) PBX and peripheral equipment (if offered by the company); 7) Must be certified or qualified in ancillary equipment.

**Definitions:**

**Qualified:** Has acquired familiarity with the product, sufficient to be knowledgeable of its features and uses. Able to demonstrate product operation. Able to cable, connect, and terminate main, system and interface devices (i.e.) phones, terminals, patch panels and peripheral equipment. Able to trouble shoot system with assistance.

**Certified:** Has attended and successfully completed a manufacturer's prescribed or other industry and manufacturers accepted training course, receiving a certificate of satisfactory completion. Able to demonstrate product operation. Able to cable and connect main system and interface devices and peripheral equipment. Able to program and trouble shoot system with a "minimum" of assistance. Able to utilize associated test apparatus - meters, scopes, OTDR, Firebyrd.

**14.09** Monthly reviews of trainees and technicians to be held on the Anniversary date of hire. These reviews shall be in writing.

# Foreman

## V-D-V NA

**Section 4.10** The employer shall have the right to call for VDV supervisors by name, provided:

- (a) The employee has not quit his/her previous employer within the past two weeks.
- (b) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a VDV supervisor. Upon such request, the business manager shall refer said supervisor, provided the name appears on the highest priority group.
- (c) When an employee is called as a VDV supervisor, the employee must remain as a supervisor for 1,000 hours or until the job is completed or must receive a reduction in force.

**Note:** Individuals who have achieved the following classifications (as detailed in Appendix A of the V-D-V NA) may supervise Apprentices and other individuals in their respective classifications or those individuals in lower level classifications. The classifications (in ascending order) are as follows: **Installer/Technician; Technician; Senior Technician; Master Technician; Systems Integrator**

## NJ Teledata Addendum

**5.10** The Employer shall have the right to call the highest level foreman (or first foreman) by name provided:

- (a) The individual called has not quit his previous employer within the previous two weeks.
- (b) The Employer will notify the Business Manager in writing of the name of the individual who is to be employed as a Foreman.
- (c) The individual, when called, must remain as a Foreman for 1,000 hours or must receive a reduction in force.
- (d) The individual appears on the Group 1 or highest priority Telecommunication List.

**13.06(d)** All employees working in the capacity of any foreman classification shall be paid for the standard 8¼ holidays.

**14.03** “\*In addition, technicians requested to be foreman on a job, secured from either the referral list or from the contractors employ, will be paid in accordance to the previously stated definitions.”

**14.05** Foremen are to be paid a premium rate above that of the “C” Technician according to the number of workmen they supervise as follows:

<u>Number of Workmen Supervised</u>	<u>Premium</u>
1-3	No premium
4-8	9%
9-15	14%
16-25	19%
25 and up	30%

**14.07** The Employer shall have the right to promote any classification of employee to any higher classification at any time on the basis of merit, competence and ability evaluation.

**14.08** Employees that are designated foreman shall be compensated as Technicians as defined in the Classification Definitions (attached to the Collective Bargaining Agreement).

# Stewards

## V-D-V NA

**Section 3.10** Until a total of one-third of the employees on any job or shop are referred from the site local union, the base local union(s) has the right to appoint any employee as a steward at any shop and/or any job where workers are employed under the terms of this agreement. When one-third of the employees on a particular job have been referred from the site local union, then the site local union, rather than the base local union, shall have the right to appoint the steward. In the event the site local union appoints an employee other than the one appointed by the base local union, the appointment by the base local union shall become null and void. Once the site local union has appointed a steward, it shall retain the right of appointment for the remainder of the job. The employer shall be notified and furnished the name of the steward and any change in steward caused by the operation of this section. 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 the shop or on the job. No steward shall be discriminated against by the employer because of the faithful performance of duties as steward, nor shall any steward be removed from the job until notice has been given to the business manager of the base local union or the site local union as the case may be.

## NJ Teledata Addendum

**10.01** The union shall have the right to appoint a Steward at any shop or on any job where workmen are employed under the terms of this Addendum. Such Steward shall see that the terms and conditions of this Addendum are observed at his shop or on his job. Under no circumstances shall an Employer discriminate against any Steward for the faithful performance of his duties as such.

**10.02** A Union Steward or one member of the negotiating committee shall not suffer a loss in pay while attending any joint Union-Company meeting for reasonable travel time to and from such meetings. It is understood that such joint meeting and travel time is considered work time and only regular work hours will be paid.

# Apprentices

## V-D-V NA

### **Indenture, Standards & Assignment**

**Section 4.06(d)** An employer may request additional apprentices from the JATC where the work is being performed (site JATC) according to Article VII of this agreement. Such apprentices shall be compensated in accordance with the agreement in effect in that local union jurisdiction regardless of any difference in that rate and the base local rate.

**Section 6.08** Apprentices shall be assigned and transferred in accordance with Article VII.

**Section 7.05** 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 apprentice until they have been properly selected and indentured.

**Section 7.06** 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 7.07** 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 7.09** Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than three years of related training.

**Section 7.10** 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.

### **Ratio & Availability**

**Section 7.08** 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

telecommunications 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.

### **Supervision**

**Section 7.11** 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.

### **Benefits/Assessments**

**Section 7.12** 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 7.14** 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. 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.

(The employer's contribution to the Telecommunications Installer/Technician Apprenticeship Program shall be sent to the appropriate program in accordance with the compensation procedures in Section 4.06.)

### **Portability**

**Section 4.06(a)** Any signatory employer performing work within the scope of this agreement shall be allowed full portability of workers, including apprentices, between local unions.

### **Unindentured**

**No.**

## **NJ Teledata Addendum**

### **Indenture, Standards & Assignment**

**16.01** 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 NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of two to four members appointed by the IBEW Local Union, and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Telecommunications Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee shall include: interviewing, ranking and selecting applicants and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

**16.02** 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.

**16.03** 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.

**16.04** Though the JATC may elect to establish subcommittees, there is to be only one JATC trust per Local. 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.



**16.05** 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.

**16.06** 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.

**16.07** 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 addendum, until two years after they should have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

**16.09** Each apprentice shall be required to satisfactorily complete the five-year curriculum agreed upon and approved by the Northern New Jersey Chapter, NECA, Inc. and IBEW Locals 102, 164, 400 and 456 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 five years of related training.

**16.10** 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.

### **Ratio & Availability**

**16.08** Though the JATC cannot guarantee any number of apprentices, any employer signatory to this addendum shall be entitled to a ratio of one apprentice to one Telecommunication Installer/Technician, or Technician level employee on the 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.

**16.14** The number of apprentices to journeymen is established by the Collective Bargaining Agreement. The current ratio is: one (1) apprentice to three (3) journeymen.

1 Journeyman	1 Apprentice	
1 Journeyman	1 Apprentice	1 First Year Apprentice*
2 Journeyman	1 Apprentice	1 First Year Apprentice

3 Journeyman	1 Apprentice	1 First Year Apprentice
4 Journeyman	2 Apprentices	1 First Year Apprentice
4 Journeyman	2 Apprentices	2 First Year Apprentices

\*Denotes apprentice in his/her probationary period (1<sup>st</sup> or 2<sup>nd</sup> period).

**Supervision**

**16.11** 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.

**Benefits/Assessments**

**16.12** 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.

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

**16.14** 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 subject to approval by both parties to this Agreement and is specified in the appropriate Local Union Wage Addendum (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.

**Portability**

**16.14** Apprentices shall have State-wide portability.

**Unindentured**

No.

# Employment of Inside Wiremen

## V-D-V NA

**Scope:** Nothing contained in this “Scope” or any other section of this agreement shall prevent a contractor who is signatory to an Inside Agreement in the jurisdiction of the site local union from performing VDV work under the terms and conditions of that Inside Agreement.

**Section 4.15** Employers signatory to an Inside Agreement may assign inside journeyman wiremen and/or inside apprentice employees to perform voice-data-video work under this agreement. Individuals so assigned shall be paid the corresponding Inside Agreement wage and fringe package.

## NJ Teledata Addendum

No.

# Employment of Temporary Workers

## V-D-V NA

No.

## NJ Teledata Addendum

**4.06** If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employers 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”.

**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 XI: Pay Provisions**

## **General Pay Provisions**

### **Rates For Areas w/o a Local V-D-V-type Agreement**

#### **Lay-Off & Termination Pay**

#### **Additional Guaranteed Pay & Hours (not including Holidays or Vacation)**

# General Pay Provisions

## V-D-V NA

**Section 4.04** Wages shall be paid weekly by payroll check on a local bank located in the jurisdiction of the base local union or electronic deposit as outlined below, not later than quitting time on Friday; and not more than five days wages may be withheld at that time. Employers may voluntarily allow employees to choose direct deposit on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted by the employer, may not be changed except upon 14 days advance written notification to the employees and the local union.... In the event the worker is not paid off as provided above, waiting time up to a maximum of eight hours per day at the appropriate rate shall be charged until payment is made—Saturdays, Sundays, and holidays excepted. The employer will either pay the employees at the jobsite during regular working hours or by electronic deposit if mutually agreed upon by the employer and employee.

**Section 4.05(a)** Except as provided in Section 4.06, the minimum hourly wages and fringe benefits for the following classifications shall be established in accordance with provisions of the local telecommunications agreement in effect in the jurisdiction where the work is performed: Systems Integrators, Master Technicians, Senior Technicians, Technicians, Installer/Technicians, Apprentice Installer/Technicians, and such other bargaining-unit employees as specified in the relevant agreement.

**Section 4.06(b)** The local union having jurisdiction over the area where the employer's office is located (or the appropriate office of the employer which is in charge of the specific job) shall be known as the base local union. Workers, including apprentices, referred to the employer by the base local or assigned by the base JATC, who are subsequently moved to the jurisdiction of another local union, shall be paid in accordance with, and not less than, the pay rate and fringe benefits established in the base local. All fringe benefit payments shall be made directly to the base local fringe benefit plans except that if there is an active local NJATC-recognized or equivalent Telecommunications/VDV installer apprenticeship program in the jurisdiction of the site local union then the JATC contributions shall be paid to that JATC program and all working dues assessments called for in Section 4.08 shall be paid to the site local union. Local LMCC contributions shall be paid to the site local union LMCC established under the appropriate local agreement, (the site local VDV agreement or the site local Inside agreement if there is no site local VDV agreement), or to the base local LMCC if there is no funded LMCC in the site local area. If the total wage and fringe benefit package for the appropriate classification in the local union jurisdiction where the work is performed is higher than the total wage and fringe benefit package in the base local, the difference shall be converted to dollars and added to the employee's hourly wage rate. In local union agreements that do not utilize the installer/technician classification, the lowest technician rate shall be used for comparison to the base local union's installer/technician rate. In the event there is no current agreement specifically covering this type of work in the local union jurisdiction where the work is being performed, the wage and fringe package comparison shall be made by comparing the total wage and fringe package for installer/technician in the base local to a "representative" package computed by

adding the total fringe benefit package and 75 percent of the journeyman inside wireman hourly wage rate in effect in the jurisdiction of the local union where the work is being performed. Other classifications will be compared using this representative package and the percentages outlined in Section 4.05.

(c) An employer may request and shall be referred workers from the local union where the work is being performed (site local union), according to Article VI of this agreement. Such workers shall be compensated in accordance with the agreement in effect in that local union jurisdiction regardless of any difference in that rate and the base local rate.

(d) An employer may request additional apprentices from the JATC where the work is being performed (site JATC) according to Article VII of this agreement. Such apprentices shall be compensated in accordance with the agreement in effect in that local union jurisdiction regardless of any difference in that rate and the base local rate.

(e) When an employer who is working outside his base local union area, and has had workers referred from the local union where the work is being performed, transfers those workers to the jurisdiction of his base local union or any other local union(s), the employer shall notify the base local union and site local union of the names and Social Security numbers of these transferred workers. Such workers shall then be considered to have been referred from and compensated as if they were referred from the employer's base local union area; and all fringe benefits shall be paid to the base local union funds directly until such time as they cease to be employed by the employer.

## **NJ Teledata Addendum**

**13.10 Pay Day** The Employer shall pay weekly by payroll check or, if amenable to the employee, by direct deposit. No more than one week's pay may be withheld at any time. All employees shall be paid no later than the end of the workday on Wednesday of the subsequent work week. However, if a holiday falls on a Monday, Tuesday or Wednesday, payment may be made on Thursday. Any workman laid off shall be paid his wages and any monies due him immediately. In the event he is not paid off, waiting time at the regular straight time rate shall be charged until payment is made but waiting time not to exceed eight (8) hours straight time in any one twenty-four (24) hour period. Any workman discharged shall have his wages and any and all monies due directly to him, mailed to the Union Hall and postmarked no later than the First work day following the discharge.

# Rates For Areas w/o a Local V-D-V-type Agreement

## V-D-V NA

**Section 4.05(b)** In the event that there is no local telecommunications agreement specifically covering this type of work in effect in the jurisdiction where the work is being performed, then the minimum wages and fringes shall be determined as follows:

Installer/Technician	75% of Journeyman Inside Wireman wage rate
Technician	110 % of Installer/Technician
Senior Technician	120 % of Installer/Technician
Master Technician	130 % of Installer/Technician
Systems Integrator	140 % of Installer/Technician

### Apprentice Installer/Technician

- 1<sup>st</sup> Period = 60% of Installer/Technician rate – 800 hrs. + satisfactory progress
- 2<sup>nd</sup> Period = 70% of Installer/Technician rate – 1,600 hrs. + 1<sup>st</sup> year school
- 3<sup>rd</sup> Period = 80% of Installer/Technician rate – 3,200 hrs. + 2<sup>nd</sup> year school
- 4<sup>th</sup> Period = 90% of Installer/Technician rate – 4,800 hrs. + 3<sup>rd</sup> year school

In addition to the above hourly wage, all classifications of technicians and systems integrators shall receive the same fringe benefits as journeyman inside wiremen; installer/technician apprentices shall receive the same fringe benefits as inside apprentices.

**Section 4.06(f)** If there is no current separate agreement covering essentially the same type of work covered by the scope of work in this agreement in the home local area of the employer, the employer may utilize this agreement and hire applicants from any source to perform work under the terms of this agreement. The base local union and IBEW International Vice President shall be notified by the employer 48 hours prior to implementing this agreement. The names, Social Security numbers, and classifications of all employees shall be provided to the base local union. Installer/ technicians shall be paid 75 percent of the journeyman inside wireman hourly wage rate and the full home local fringe benefit package.

## NJ Teledata Addendum

No.



# Lay-Off & Termination Pay

## V-D-V NA

**Section 4.04** .... Any worker laid off or discharged for cause shall be paid off in the regular mail by the next regular payday. In the event the worker is not paid off as provided above, waiting time up to a maximum of eight hours per day at the appropriate rate shall be charged until payment is made— Saturdays, Sundays, and holidays excepted.

**Section 4.13** The employer shall notify the union 48 hours in advance of any layoff, whenever possible. Saturdays, Sundays, and holidays are not included.

## NJ Teledata Addendum

**13.10** .... Any workman discharged shall have his wages and any and all monies due directly to him, mailed to the Union Hall and postmarked no later than the First work day following the discharge.

# **Additional Guaranteed Pay & Hours (not including Holidays or Vacation)**

## **V-D-V NA**

No.

## **NJ Teledata Addendum**

**13.01** .... Work pre-arranged by mutual consent, not to exceed three (3) hours, commencing prior to the agreed upon starting time shall be at one and one-half (1½) times the regular rates, provided the employee is permitted to work until 4:30 p.m. In the event that an employee is not permitted to work through the regular scheduled shift, he shall be paid for the pre-arranged overtime at two (2) times the regular rate of pay or a minimum of eight (8) hours at the regular rate of pay whichever is greater.

**13.07(b)** Standby An employee designated by the Employer, as the standby (or on-call) technician shall be paid \$200.00 weekly. All qualified technicians shall be afforded the opportunity to share equally in the stand-by list. These employees shall satisfy the employer's requirements for a reasonable response time. The term "Gross Labor Payroll," for the purpose of calculating contributions to the Welfare, Annuity, Pension, JATC, Industry and Administrative Maintenance Funds, et al., shall not include any "Standby" premium except for contributions to NEBF where it shall be included.

## **Section XII: Collections & Funds/Assessments**

**Bond Language**

**Fund Payment/Collection Procedures**

**Miscellaneous Fringe Benefit Language**

**COPE**

**Working Dues**

**Insurance/Government Requirements**

**JATC Contribution**

**NEIF Language**

**AMF Language**

**NLMCC Language**

**LLMCC Language**

**NEBF Language**

**TDB Language**

**Annuity Language**

**Health & Welfare Language**

**Local Pension Language**

**Personal/Vacation Fund Language**

**Supplemental Fund Language**

**Assessment Differentials between Locals**

**Gross Labor Payroll**

**“Alumni” Agreement**

# Bond Language

## V-D-V NA

**Section 3.05** Each employer shall furnish a surety bond in the amount of \$25,000 to secure payment of all amounts due for payroll, fund deduction contribution, and reporting obligations of the employer required by this agreement. The bond shall provide that it may not be terminated without 30 days prior written notice to the employer and the local union.

## NJ Teledata Addendum

**5.03(d)** Each Employer covered by this Agreement shall post a bond, on behalf of the signatory local unions, with a surety company authorized to do business in the State of New Jersey and listed in the Department of the Treasurer listing of approved sureties (Department Circular 570) as of the most recent June 29<sup>th</sup> issuance of such a list guaranteeing the payment of all wages, fringe benefits, working dues and other payments commencing work in the jurisdiction as follows:

1-3 employees	\$ 25,000.00
4-5 employees	\$ 35,000.00
6-12 employees	\$ 85,000.00
13-25 employees	\$175,000.00
26-40 employees	\$285,000.00
41-50 employees	\$355,000.00
51-100 employees	\$ 70,000.00 per each additional ten employees.
101 + employees	per determination of the appropriate Fund Trustees considering such factors as the length of the job, the Employer's history of payment and delinquencies, the Employer's geographic location and any other relevant factors.

The bond provided hereby, shall in case of the Employer's failure to pay wages and/or fringe benefits and other payments due employees, shall be paid directly to the employees, and/or the trustees of the fringe benefit funds and/or the designated recipients of other payments as set forth by this Agreement.

# Fund Payment/Collection Procedure

## V-D-V NA

**Section 4.06(b)** The local union having jurisdiction over the area where the employer's office is located (or the appropriate office of the employer which is in charge of the specific job) shall be known as the base local union. Workers, including apprentices, referred to the employer by the base local or assigned by the base JATC, who are subsequently moved to the jurisdiction of another local union, shall be paid in accordance with, and not less than, the pay rate and fringe benefits established in the base local. All fringe benefit payments shall be made directly to the base local fringe benefit plans except that if there is an active local NJATC-recognized or equivalent Telecommunications/VDV installer apprenticeship program in the jurisdiction of the site local union then the JATC contributions shall be paid to that JATC program and all working dues assessments called for in Section 4.08 shall be paid to the site local union. Local LMCC contributions shall be paid to the site local union LMCC established under the appropriate local agreement, (the site local VDV agreement or the site local Inside agreement if there is no site local VDV agreement), or to the base local LMCC if there is no funded LMCC in the site local area. If the total wage and fringe benefit package for the appropriate classification in the local union jurisdiction where the work is performed is higher than the total wage and fringe benefit package in the base local, the difference shall be converted to dollars and added to the employee's hourly wage rate. In local union agreements that do not utilize the installer/technician classification, the lowest technician rate shall be used for comparison to the base local union's installer/technician rate. In the event there is no current agreement specifically covering this type of work in the local union jurisdiction where the work is being performed, the wage and fringe package comparison shall be made by comparing the total wage and fringe package for installer/technician in the base local to a "representative" package computed by adding the total fringe benefit package and 75 percent of the journeyman inside wireman hourly wage rate in effect in the jurisdiction of the local union where the work is being performed. Other classifications will be compared using this representative package and the percentages outlined in Section 4.05.

(c) An employer may request and shall be referred workers from the local union where the work is being performed (site local union), according to Article VI of this agreement. Such workers shall be compensated in accordance with the agreement in effect in that local union jurisdiction regardless of any difference in that rate and the base local rate.

(d) An employer may request additional apprentices from the JATC where the work is being performed (site JATC) according to Article VII of this agreement. Such apprentices shall be compensated in accordance with the agreement in effect in that local union jurisdiction regardless of any difference in that rate and the base local rate.

(e) When an employer who is working outside his base local union area, and has had workers referred from the local union where the work is being performed, transfers those workers to the jurisdiction of his base local union or any other local union(s), the employer shall notify the base local union and site local union of the names and Social Security numbers of these transferred

workers. Such workers shall then be considered to have been referred from and compensated as if they were referred from the employer's base local union area; and all fringe benefits shall be paid to the base local union funds directly until such time as they cease to be employed by the employer.

**(f)** If there is no current separate agreement covering essentially the same type of work covered by the scope of work in this agreement in the home local area of the employer, the employer may utilize this agreement and hire applicants from any source to perform work under the terms of this agreement. The base local union and IBEW International Vice President shall be notified by the employer 48 hours prior to implementing this agreement. The names, Social Security numbers, and classifications of all employees shall be provided to the base local union. Installer/technicians shall be paid 75 percent of the journeyman inside wireman hourly wage rate and the full home local fringe benefit package.

**Section 8.01(a)** The employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the employer. Nothing contained in this section is intended to require the employer to become a party to a local union collective bargaining agreement, other than the base local union, nor to sign trust fund participation agreements unless legally required to do so by the applicable trust documents.

**(b)** The employer shall also pay such local administrative maintenance funds or receiving trusts as established in the base or site local union agreements. The employer's contribution to such funds shall be sent to the appropriate chapter in accordance with the compensation procedures in Section 4.06.

**Section 8.02** "National Electrical Benefit Fund"— 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 appropriate 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 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 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.

(The employer's contribution to the NEBF shall be sent to the appropriate local collection agent in accordance with the compensation procedures in Section 4.06.)

### **NJ Teledata Addendum**

**18.01** With respect to working dues, the parties recognize the principle "the money follows the man." Employers shall remit all working dues for all employees, within the meaning of Sections 4.01 and 4.02, and for all "temporary employees," within the meaning of Section 4.08, to the designated collection agent of the signatory local union which originally referred the employee to the Employer. Employers shall remit all working dues for those new employees referred to new construction work, as provided in Section 4.02, to the designated collection agent of the signatory local which referred the employee to the jobsite for distribution to that local's appropriate funds. The term "Gross Labor Payroll," for the purpose of calculating contributions to the Welfare, Annuity, Pension, JATC, Industry and Administrative Maintenance Funds, et al., shall not include any "Standby" premium required under Article 13.06(b) except for contributions to NEBF where it shall be included.

**18.12(a)** Contractors doing work in the area covered by this agreement shall pay the Welfare Fund, Pension Fund, Annuity Fund, Employee Personal Fund, Apprenticeship Training Fund, National Electrical Benefit Fund (NEBF), National Electrical Industry Fund (NEIF), Administrative Maintenance Fund (AMF), once every month, not later than fifteen (15) calendar days from the end of each calendar month made payable to the appropriate local union distribution fund and mailed to the appropriate Third Party Collection Agent.

**18.12(b)** Individual Employers who fail to remit 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 paid to the Local Union. The Employer shall reimburse all employees for lost wages and fringe benefits when the seventy-two (72) hour notice is enacted. Lost wages and benefits not to exceed one day's pay.

**18.12(c)** In the event an Employer fails to remit to any of the trust funds on a timely basis, as required by the Agreement, three times in a row, said Employer may be required by action of fund trustees to make weekly contributions for all funds for a period of two months. The failure of an individual Employer to comply with the applicable provisions of this Article shall also constitute a breach of this labor agreement.

**18.13(a)** In the case of an Employer that fails to make the contributions to the Plan for which it is obligated, in accordance with the terms and conditions of its obligation, the Trustees may

bring an action on behalf of the Plan pursuant to sections 502 (g) (2) and 515 of ERISA to enforce the Employer's obligation.

**18.13(b)** In any action under 18.13(a) in which judgment is awarded in favor of the Plan, the Employer shall pay to the Plan, in accordance with the court's award -

- (I) the unpaid contributions,
- (II) interest on the unpaid contributions, determined at the rate of the prime interest rate at the time of payment plus 2 percentage points.
- (III) liquidated damages equal to the greater of -
  - (A) the amount of interest charged on the unpaid contributions, or
  - (B) 20% of the unpaid contributions,
- (IV) reasonable attorneys' fees and costs of the action, and
- (V) such other legal or equitable relief as the court deems appropriate.

**18.13(c)** Nothing in this section shall be construed as a waiver of limitation on the Plan's or the Trustees' right to enforce an Employer's contribution obligation in any other type of proceeding.

#### **National Labor Management Cooperation Committee (NLMCC)**

**18.10(b)** 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.

**18.10(c)** 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. The Northern New Jersey Chapter, NECA, or its designee, shall be the collection agent for this Fund.

**18.10(d)** 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 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 amounts 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.

#### **Local Labor Management Cooperation Committee (LLMCC)**

**No.** There is no assessment for the LLMCC,



# Miscellaneous Fringe Benefit Language

## V-D-V NA

**Section 4.06(b)** The local union having jurisdiction over the area where the employer's office is located (or the appropriate office of the employer which is in charge of the specific job) shall be known as the base local union. Workers, including apprentices, referred to the employer by the base local or assigned by the base JATC, who are subsequently moved to the jurisdiction of another local union, shall be paid in accordance with, and not less than, the pay rate and fringe benefits established in the base local. All fringe benefit payments shall be made directly to the base local fringe benefit plans except that if there is an active local NJATC-recognized or equivalent Telecommunications/VDV installer apprenticeship program in the jurisdiction of the site local union then the JATC contributions shall be paid to that JATC program and all working dues assessments called for in Section 4.08 shall be paid to the site local union. Local LMCC contributions shall be paid to the site local union LMCC established under the appropriate local agreement, (the site local VDV agreement or the site local Inside agreement if there is no site local VDV agreement), or to the base local LMCC if there is no funded LMCC in the site local area. If the total wage and fringe benefit package for the appropriate classification in the local union jurisdiction where the work is performed is higher than the total wage and fringe benefit package in the base local, the difference shall be converted to dollars and added to the employee's hourly wage rate. In local union agreements that do not utilize the installer/technician classification, the lowest technician rate shall be used for comparison to the base local union's installer/technician rate. In the event there is no current agreement specifically covering this type of work in the local union jurisdiction where the work is being performed, the wage and fringe package comparison shall be made by comparing the total wage and fringe package for installer/technician in the base local to a "representative" package computed by adding the total fringe benefit package and 75 percent of the journeyman inside wireman hourly wage rate in effect in the jurisdiction of the local union where the work is being performed. Other classifications will be compared using this representative package and the percentages outlined in Section 4.05.

(c) An employer may request and shall be referred workers from the local union where the work is being performed (site local union), according to Article VI of this agreement. Such workers shall be compensated in accordance with the agreement in effect in that local union jurisdiction regardless of any difference in that rate and the base local rate.

(d) An employer may request additional apprentices from the JATC where the work is being performed (site JATC) according to Article VII of this agreement. Such apprentices shall be compensated in accordance with the agreement in effect in that local union jurisdiction regardless of any difference in that rate and the base local rate.

(e) When an employer who is working outside his base local union area, and has had workers referred from the local union where the work is being performed, transfers those workers to the jurisdiction of his base local union or any other local union(s), the employer shall notify the base local union and site local union of the names and Social Security numbers of these transferred

workers. Such workers shall then be considered to have been referred from and compensated as if they were referred from the employer's base local union area; and all fringe benefits shall be paid to the base local union funds directly until such time as they cease to be employed by the employer.

(f) If there is no current separate agreement covering essentially the same type of work covered by the scope of work in this agreement in the home local area of the employer, the employer may utilize this agreement and hire applicants from any source to perform work under the terms of this agreement. The base local union and IBEW International Vice President shall be notified by the employer 48 hours prior to implementing this agreement. The names, Social Security numbers, and classifications of all employees shall be provided to the base local union. Installer/technicians shall be paid 75 percent of the journeyman inside wireman hourly wage rate and the full home local fringe benefit package.

**Section 8.01(a)** The employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the employer. Nothing contained in this section is intended to require the employer to become a party to a local union collective bargaining agreement, other than the base local union, nor to sign trust fund participation agreements unless legally required to do so by the applicable trust documents.

### **NJ Teledata Addendum**

**No.**

# COPE (Deduct)

## V-D-V NA

**Section 4.06(b)** ...All fringe benefit payments shall be made directly to the base local fringe benefit plans **except** that if there is an active local NJATC-recognized or equivalent Telecommunications/VDV installer apprenticeship program in the jurisdiction of the site local union then... all working dues assessments called for in Section 4.08 shall be paid to the site local union...

**Section 4.14** The employer agrees to deduct and transmit to IBEW/COPE the amount specified from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by IBEW/COPE.

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

## NJ Teledata Addendum

**18.05** Committee On Political Education (COPE) See appropriate Local Union Wage Addendum

# Working Dues (Deduct)

## V-D-V NA

**Section 4.06(b)** .... All fringe benefit payments shall be made directly to the base local fringe benefit plans **except** that if there is an active local NJATC-recognized or equivalent Telecommunications/VDV installer apprenticeship program in the jurisdiction of the site local union then... all working dues assessments called for in Section 4.08 shall be paid to the site local union....

**Section 4.08** The employer agrees to deduct and forward to the financial secretary of the appropriate local union — upon receipt of a voluntary written authorization — the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved local union bylaws. Such amount shall be certified to the employer by the applicable local union upon request by the employer. The appropriate local union shall be determined per the requirements in Section 4.06(b).

## NJ Teledata Addendum

**7.01** The following guidelines will be followed in administering the deduction of union fees under this Labor Agreement between The Association and the union.

**7.02** Upon receipt of an individual's written request on a pay deduction authorization form signed by the employees covered by this contract, the Employer will deduct weekly the current working dues as specified in the approved Local Union By-Laws. This amount will be forwarded monthly to the designated collection agent of the union, as provided in Section 7.05.

**7.03** The working dues shall be remitted to the designated collection agent of the Union, as provided in Section 7.05, not later than fifteen (15) days after the end of the preceding month during which deductions were made.

**7.04** Any change in the amount of working dues will be certified to the Association and the Employer by the Business Managers of the Union.

**7.05** With respect to working dues, the parties recognize the principle “the money follows the man.” Employers shall remit all working dues for all employees, within the meaning of Articles 4.01 and 4.02, and for all “temporary employees,” within the meaning of Article 4.08, to the designated collection agent of the signatory local union which originally referred the employee to the Employer. Employers shall remit all working dues for those new employees referred to new construction work, as provided in Article 4.02, to the designated collection agent of the signatory local which referred the employee to the jobsite for distribution to that local.

# **Insurance/Government Requirements**

## **V-D-V NA**

**Section 3.04** For all employees covered by this agreement, the employer shall carry workers' compensation insurance with a company authorized to do business in the state, Social Security, and such other protective insurance as may be required by the laws of the state in which the work is performed.

## **NJ Teledata Addendum**

No.

# **JATC Contribution**

## **(Adder)**

### **V-D-V NA**

**Section 4.06(b)** .... All fringe benefit payments shall be made directly to the base local fringe benefit plans **except** that if there is an active local NJATC-recognized or equivalent Telecommunications/VDV installer apprenticeship program in the jurisdiction of the site local union then the JATC contributions shall be paid to that JATC program....

**Section 7.14** 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. 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. (The employer's contribution to the Telecommunications Installer/Technician Apprenticeship Program shall be sent to the appropriate program in accordance with the compensation procedures in Section 4.06.)

### **NJ Teledata Addendum**

**18.06 JOINT APPRENTICESHIP TRAINING FUND Contribution subject to approval by both parties to this Agreement**

# **NEIF Language (Adder- Not in Total Package)**

## **V-D-V NA**

**Yes.** (The employer's contribution to the NEIF shall be sent to the appropriate chapter in accordance with the compensation procedures in Section 4.06.)

## **NJ Teledata Addendum**

**Yes.**

# **AMF Language (Adder- Not in Total Package)**

## **V-D-V NA**

**Section 8.01(b)** The employer shall also pay such local administrative maintenance funds or receiving trusts as established in the base or site local union agreements. The employer's contribution to such funds shall be sent to the appropriate chapter in accordance with the compensation procedures in Section 4.06.

## **NJ Teledata Addendum**

**Yes.**



# **NLMCC Language (Adder- Not in Total Package)**

## **V-D-V NA**

**Yes.** (The employer's contribution to the NEIF shall be sent to the appropriate chapter in accordance with the compensation procedures in Section 4.06.)

## **NJ Teledata Addendum**

**Yes.**

# **LLMCC Language (Adder- Not in Total Package)**

## **V-D-V NA**

**Section 4.06(b)** .... Local LMCC contributions shall be paid to the site local union LMCC established under the appropriate local agreement, (the site local VDV agreement or the site local Inside agreement if there is no site local VDV agreement), or to the base local LMCC if there is no funded LMCC in the site local area....

## **NJ Teledata Addendum**

**Yes.**

# **NEBF Language (Adder)**

## **V-D-V NA**

**Yes.**

**-AND-**

**Section 7.12** 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.

## **NJ Teledata Addendum**

**Yes.**

# **TDB Language (Adder- Not in Total Package)**

## **V-D-V NA**

**Section 4.06(b)** .... Workers, including apprentices, referred to the employer by the base local or assigned by the base JATC, who are subsequently moved to the jurisdiction of another local union, shall be paid in accordance with, and not less than, the pay rate and fringe benefits established in the base local. All fringe benefit payments shall be made directly to the base local fringe benefit plans....

## **NJ Teledata Addendum**

**18.07** TEMPORARY DISABILITY - The Employer will pay the entire cost of the Temporary Disability Insurance under the private plan, to provide maximum off-the-job disability benefits as authorized by the Trustees of said plan. The Employer will carry all Disability, Workman's Compensation and NJ State Unemployment Insurance as required by law.

# **Annuity Language (Adder)**

## **V-D-V NA**

**Section 4.06(b)** .... Workers, including apprentices, referred to the employer by the base local or assigned by the base JATC, who are subsequently moved to the jurisdiction of another local union, shall be paid in accordance with, and not less than, the pay rate and fringe benefits established in the base local. All fringe benefit payments shall be made directly to the base local fringe benefit plans....

## **NJ Teledata Addendum**

**18.03 ANNUITY FUND See appropriate Local Union Wage Addendum**

# Health & Welfare Language (Adder)

## V-D-V NA

**Section 4.06(b)** .... Workers, including apprentices, referred to the employer by the base local or assigned by the base JATC, who are subsequently moved to the jurisdiction of another local union, shall be paid in accordance with, and not less than, the pay rate and fringe benefits established in the base local. All fringe benefit payments shall be made directly to the base local fringe benefit plans....

**Section 7.12** 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.

## NJ Teledata Addendum

**18.02 WELFARE FUND** See appropriate Local Union Wage Addendum

# Local Pension Language (Adder)

## V-D-V NA

**Section 4.06(b)** .... Workers, including apprentices, referred to the employer by the base local or assigned by the base JATC, who are subsequently moved to the jurisdiction of another local union, shall be paid in accordance with, and not less than, the pay rate and fringe benefits established in the base local. All fringe benefit payments shall be made directly to the base local fringe benefit plans....

## NJ Teledata Addendum

**18.01** With respect to working dues, the parties recognize the principle “the money follows the man.” Employers shall remit all working dues for all employees and “temporary employees” working under the terms of this Agreement to the designated collection agent of the signatory local union which originally referred the employee to the Employer. Employers shall remit all working dues for those new employees referred to new construction work, as provided in Article 5.14(a)-(c), to the designated collection agent of the signatory local which referred the employee to the jobsite for distribution to that local’s appropriate funds. The term “Gross Labor Payroll,” for the purpose of calculating contributions to the Welfare, Annuity, Pension, JATC, Industry and Administrative Maintenance Funds, et al., shall not include any “Standby” premium required under Article 13.06(b) except for contributions to NEBF where it shall be included.

**18.12** Contractors doing work in the area covered by this Agreement shall pay the Welfare Fund, Pension Fund, Annuity Fund, Employee Personal Fund, Apprenticeship Training Fund, National Electrical Benefit Fund (NEBF), National Electrical Industry Fund (NEIF), Administrative Maintenance Fund (AMF), once every month, not later than fifteen (15) calendar days from the end of each calendar month made payable to the appropriate local union distribution fund and mailed to the appropriate Third Party Collection Agent.

# **Personal/Vacation Fund Language (Deduct)**

## **V-D-V NA**

**Section 4.06(b)** .... Workers, including apprentices, referred to the employer by the base local or assigned by the base JATC, who are subsequently moved to the jurisdiction of another local union, shall be paid in accordance with, and not less than, the pay rate and fringe benefits established in the base local. All fringe benefit payments shall be made directly to the base local fringe benefit plans....

## **NJ Teledata Addendum**

**18.04 PERSONAL FUND See appropriate Local Union Wage Addendum**



# Supplemental Fund Language (Adder)

## V-D-V NA

**Section 4.06(b)** .... Workers, including apprentices, referred to the employer by the base local or assigned by the base JATC, who are subsequently moved to the jurisdiction of another local union, shall be paid in accordance with, and not less than, the pay rate and fringe benefits established in the base local. All fringe benefit payments shall be made directly to the base local fringe benefit plans....

## NJ Teledata Addendum

No.

# Assessment Differentials between Locals

## V-D-V NA

**Section 4.06(b)** .... Workers, including apprentices, referred to the employer by the base local or assigned by the base JATC, who are subsequently moved to the jurisdiction of another local union, shall be paid in accordance with, and not less than, the pay rate and fringe benefits established in the base local..... If the total wage and fringe benefit package for the appropriate classification in the local union jurisdiction where the work is performed is higher than the total wage and fringe benefit package in the base local, the difference shall be converted to dollars and added to the employee's hourly wage rate. In local union agreements that do not utilize the installer/technician classification, the lowest technician rate shall be used for comparison to the base local union's installer/technician rate. In the event there is no current agreement specifically covering this type of work in the local union jurisdiction where the work is being performed, the wage and fringe package comparison shall be made by comparing the total wage and fringe package for installer/technician in the base local to a "representative" package computed by adding the total fringe benefit package and 75 percent of the journeyman inside wireman hourly wage rate in effect in the jurisdiction of the local union where the work is being performed. Other classifications will be compared using this representative package and the percentages outlined in Section 4.05.

## NJ Teledata Addendum

No.

# Gross Labor Payroll

## V-D-V NA

**Section 8.01(a)** The employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the employer. Nothing contained in this section is intended to require the employer to become a party to a local union collective bargaining agreement, other than the base local union, nor to sign trust fund participation agreements unless legally required to do so by the applicable trust documents.

## NJ Teledata Addendum

**13.07(b) Standby....** The term “Gross Labor Payroll,” for the purpose of calculating contributions to the Welfare, Annuity, Pension, JATC, Industry and Administrative Maintenance Funds, et al., shall not include any “Standby” premium except for contributions to NEBF where it shall be included.

**18.01 ....** The term “Gross Labor Payroll,” for the purpose of calculating contributions to the Welfare, Annuity, Pension, JATC, Industry and Administrative Maintenance Funds, et al., shall not include any “Standby” premium required under Article 13.06(b) except for contributions to NEBF where it shall be included.

## **Memorandum of Understanding (Regarding the Buy Out of Seniority Provisions)**

“This amount is considered an extraordinary one-time cash bonus and is therefore not subject to any additional benefit assessments normally added under the definition of Gross Labor Payroll. Contractors shall not be bound to offer a buy-out nor shall an employee be bound to accept a proposed buy-out.”

# **“Alumni” Agreement**

## **V-D-V NA**

No.

## **NJ Teledata Addendum**

The Employer agrees to contribute a percentage of gross labor payroll, as defined in the Agreement and Declaration of Trust and Plan, to the Local Union No. 164 IBEW Pension Fund, Welfare Fund and Annuity Fund on behalf of each full time Employee not covered by the Collective Bargaining Agreement who previously was a Participant in the referenced Funds, and was employed in work covered by the Collective Bargaining Agreement within one (1) year prior to commencement of employment not covered by the Collective Bargaining Agreement. The contribution rate as a percentage of gross labor payroll shall be as set forth in the applicable Collective Bargaining Agreement provided, however, that the Employer shall pay contributions on behalf of such employee on gross labor payroll, as defined, at a foreman’s straight time wage rate for forty (40) hours per week, fifty (50) weeks per year.

# **Section XIII: Jurisdiction**

## **Trade Jurisdiction**

### **Trade Jurisdiction – Specific Exclusions**

## **Geographic Jurisdiction**

# Trade Jurisdiction

## V-D-V NA

The work covered by this agreement shall include the installation, testing, service, and maintenance of all VDV systems which utilize the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security, and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multimedia, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, and low-voltage master clock systems.

I. This agreement specifically **includes** the following work:

### **A. Sound and Voice Transmission/Transference Systems**

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

### **B. Television & Video Systems**

1. TV monitoring and surveillance systems; 2. Video security systems; 3. Video entertainment systems; 4. Video educational systems; 5. Microwave transmission systems; 6. CATV and CCTV

### **C. Security Systems**

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

### **D. Communications systems that Transmit or Receive Information and/or Control Systems that are Intrinsic to the Above-listed Systems (in the “Scope”)**

1. SCADA (Supervisory Control and Data Acquisition); 2. PCM (Pulse Code Modulation); 3. Inventory control systems; 4. Digital data systems; 5. Broadband and baseband and carriers; 6. Point-of-sale systems; 7. VSAT data systems; 8. Data communication systems; 9. RF and remote-control systems; 10. Fiber-optic data systems

### **E. Fire Alarm Systems including Installation, Wire Pulling, and Testing, with the Following Conditions:**

Fire alarm systems shall be installed by inside wiremen at the current Inside wage and fringe rate in those areas where the work is historically performed by inside journeyman wiremen. In those areas where fire alarm systems have historically not been performed by inside journeyman wiremen, such work may be performed under this agreement.

Prior to the effective date of this agreement, each local union/chapter jurisdiction shall make a determination of who has historically performed fire alarm work in that particular jurisdiction. When there is a mutual agreement by labor and management that the work has historically been performed and is currently being performed by inside wiremen, then the Inside wage and fringe benefit rate contained in the site local union agreement shall be paid on major remodel and new construction projects; and the work shall be performed under this agreement by inside wiremen referred from the site local union. In those areas where there is no mutual agreement, the parties shall submit the issue to the IBEW International Vice President and the NECA Executive Regional Director who have jurisdiction over the site where the work is to be performed for a determination as to whether a job or class of jobs shall be installed by technicians under the terms and conditions of this agreement. If they are unable to agree, the inside wireman's rate of pay in the site local union shall apply; and the work shall be installed under this agreement by inside wiremen. It shall be the responsibility of each individual local union/NECA chapter jurisdiction to make the results of the local determination available to the International Office of the IBEW and to affected employers prior to the effective date of this agreement.

**F. VDV Support systems such as Data-Track, Innerduct, or Similar-Type Raceways and Ladder Rack Intended Specifically for the Above-Listed Systems.**

## **NJ Teledata Addendum**

**Note: The Scope of work for this Addendum is a modification of the language contained within the National Teledata Agreement. The ability to modify the language, with the caveat that any amendment must be approved by the IBEW Vice President, is enumerated in the Third District Sound & Communications Supplement. The following is the Scope as it appears in the National Teledata Agreement:**

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

**The language is amended as follows in the Addendum:**

**1.01** The Employer recognizes the Union as the exclusive collective bargaining representative for the State of New Jersey, Communication employees, classified as Journeyman Communication Technicians who perform new construction, installation, maintenance, service and MACS work (Moves, Adds, Changes, Service) of teledata interconnect cabling and all associated equipment.

This Local Area Addendum covers the type of work set forth in the Sound and Communications Supplement to The National Teledata Addendum and performed within the property lines, except that:

**1.** Delete term – “Low Voltage Construction”; **2.** The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems shall not be part of this addendum; **3.** The installation of conduit and/or raceways shall be installed by Inside Wireman. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet; **4.** Fire alarm work, nurses call, and security, including all systems for security such as; card readers, camera and monitoring devices, and video systems are excluded from this scope; **5.** All HVAC control work shall not be a part of this Addendum.

**1.02(a)** All work performed under this Agreement shall be classified as either “New Construction” or “Moves, Adds, Changes, Service” (“MACS”) for the purpose of determining the contractors ability to transfer employees as specified in Article V, Sections 13-16.

**1.02(b)** The term “New Construction” is to be defined as follows: “Where the work area, whether ‘coming out of the ground’ or renovation work, is designated as a construction area and where the client/public does not have ready access. Additionally, prevailing wage work and work performed under a Project Labor Agreement (PLA) will be considered ‘New Construction.’”

**1.02(c)** The term “MACS” is to be defined as follows: “Where the work area is not isolated or designated as a construction area and where the client/public has ready access, and all Service and Maintenance work.”

**1.03** Signatory contractors working under the terms and conditions of this agreement may perform pole work excluding “hot zones”.



# Trade Jurisdiction – Specific Exclusions

## V-D-V NA

### **Fire Alarm Systems including Installation, Wire Pulling, and Testing, with the Following Conditions:**

Fire alarm systems shall be installed by inside wiremen at the current Inside wage and fringe rate in those areas where the work is historically performed by inside journeyman wiremen. In those areas where fire alarm systems have historically not been performed by inside journeyman wiremen, such work may be performed under this agreement.

Prior to the effective date of this agreement, each local union/chapter jurisdiction shall make a determination of who has historically performed fire alarm work in that particular jurisdiction. When there is a mutual agreement by labor and management that the work has historically been performed and is currently being performed by inside wiremen, then the Inside wage and fringe benefit rate contained in the site local union agreement shall be paid on major remodel and new construction projects; and the work shall be performed under this agreement by inside wiremen referred from the site local union. In those areas where there is no mutual agreement, the parties shall submit the issue to the IBEW International Vice President and the NECA Executive Regional Director who have jurisdiction over the site where the work is to be performed for a determination as to whether a job or class of jobs shall be installed by technicians under the terms and conditions of this agreement. If they are unable to agree, the inside wireman's rate of pay in the site local union shall apply; and the work shall be installed under this agreement by inside wiremen. It shall be the responsibility of each individual local union/NECA chapter jurisdiction to make the results of the local determination available to the International Office of the IBEW and to affected employers prior to the effective date of this agreement.

### **II. This agreement specifically excludes the following work:**

- Raceway systems on new construction or major renovation projects when an electrical contractor is on site are not covered under the terms of this agreement except for those listed in Item I(F), above. Chases, sleeves, and/or nipples (not to exceed 10 feet) may be installed on open wiring systems.
- The complete installation of nonintegrated energy management systems, computer systems in industrial applications such as process controls, assembly lines, robotics, and computer-controlled manufacturing systems, and all HVAC control work up to the first point of connection to the multipurpose integrated system if so connected shall not be a part of this agreement.
- Life safety systems [not intrinsic to nurse call systems listed in Item I(A) above] shall be excluded from this agreement.
- SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above-listed systems (in the "Scope").

## **NJ Teledata Addendum**

**1.** “Low Voltage Construction”; **2.** The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems shall not be part of this addendum; **3.** The installation of conduit and/or raceways shall be installed by Inside Wireman. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet; **4.** Fire alarm work, nurses call, and security, including all systems for security such as; card readers, camera and monitoring devices, and video systems are excluded from this scope; **5.** All HVAC control work shall not be a part of this Addendum.

# Geographic Jurisdiction

## V-D-V NA

The V-D-V NA is designed to be a national agreement, although certain areas, most notably New York City, do not honor this agreement.

## NJ Teledata Addendum

Northern New Jersey, by local union jurisdiction. The agreement is to be honored throughout the entire State of New Jersey. \*\*There is a Southern New Jersey Teledata Agreement that is similarly honored statewide; however, the Northern New Jersey Chapter of NECA does not negotiate this agreement.

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

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

# **Section XIV: Drug-Free Workforce Policies**

## **Drug-Free Workforce Policies**

# Drug-Free Workforce Policies

## V-D-V NA

**Section 11.01** The dangers and costs which alcohol and other chemical abuses can create in the Voice-Data-Video 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 impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the union reserves the right to negotiate regarding the terms of the employer's policy before the employer implements the policy. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy. Apprentices may be subject to substance abuse policies adopted and implemented by the JATC.

## NJ Teledata Addendum

**3.02** Policy on Alcohol & Substance Abuse- The dangers and costs which alcohol and other chemical abuses can create in the Electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all-applicable federal, state and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principals, 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.

# **Section XV: Wage Rates & Wage Sheets**

## **VDV NA Wage & Benefit Rates**

# V-D-V NA Wage & Benefit Rates

## V-D-V NA

**Section 4.05(b)** In the event that there is no local telecommunications agreement specifically covering this type of work in effect in the jurisdiction where the work is being performed, then the minimum wages and fringes shall be determined as follows:

Installer/Technician	75% of Journeyman Inside Wireman wage rate
Technician	110 % of Installer/Technician
Senior Technician	120 % of Installer/Technician
Master Technician	130 % of Installer/Technician
Systems Integrator	140 % of Installer/Technician

### Apprentice Installer/Technician

- 1<sup>st</sup> Period = 60% of Installer/Technician rate – 800 hrs. + satisfactory progress
- 2<sup>nd</sup> Period = 70% of Installer/Technician rate – 1,600 hrs. + 1<sup>st</sup> year school
- 3<sup>rd</sup> Period = 80% of Installer/Technician rate – 3,200 hrs. + 2<sup>nd</sup> year school
- 4<sup>th</sup> Period = 90% of Installer/Technician rate – 4,800 hrs. + 3<sup>rd</sup> year school

In addition to the above hourly wage, all classifications of technicians and systems integrators shall receive the same fringe benefits as journeyman inside wiremen; installer/technician apprentices shall receive the same fringe benefits as inside apprentices.

The definitions and skill level of all classifications are listed in Appendix A.

**Section 8.01(a)** The employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the employer. Nothing contained in this section is intended to require the employer to become a party to a local union collective bargaining agreement, other than the base local union, nor to sign trust fund participation agreements unless legally required to do so by the applicable trust documents.

**Section 8.02** “National Electrical Benefit Fund”— 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 appropriate 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 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 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.

(The employer's contribution to the NEBF shall be sent to the appropriate local collection agent in accordance with the compensation procedures in Section 4.06.)