

I.B.E.W. 9TH DISTRICT
SOUND AND COMMUNICATION AGREEMENT

Agreement by and between the signatory NECA Chapters and signatory IBEW Local Unions.

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

Conditions relevant to a specific geographic area shall be negotiated and made part of this agreement as Addendums 1, 2, 3, 4, etc., and attached hereto.

As used hereinafter in this Agreement the term "Chapter" shall mean the signatory NECA Chapters and the term "Union" shall mean the signatory IBEW Local Unions.

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

* SCOPE

The work covered by this Agreement shall include the installation, testing, service and maintenance, of systems utilizing the transmission and/or transference of voice, sound, vision and 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, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

Fire alarm systems may be installed under this Agreement which includes installation, wire pulling and testing. Fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel, building trades projects or jobs shall be performed at the equivalent current Inside wage and fringe rate in those areas where the work is historically performed by Inside Journeyman Wiremen. Raceway systems are not covered under the terms of this Agreement (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems.

Communication Systems may be installed under this agreement provided those systems transmit or receive information and/or control systems that are intrinsic to the above listed systems.

* Refer to Addendum for any regional changes.

This Agreement specifically includes all work intrinsic to the systems listed in the Scope.

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

- B. Communication 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

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

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

This Agreement may include work intrinsic to the following systems:

A. Fire Alarm Systems

This Agreement may include work intrinsic to fire alarm systems (including installation, wire pulling and testing) as determined below:

In those areas where fire alarm systems have historically been performed by Inside Journeymen Wiremen, such work (including wire and cable pulling) shall be performed at the equivalent current Inside wage and fringe rate when either of the following two (2) conditions apply:

1. The project involves new or major remodel Building Trades Construction.
2. The conductors for the fire alarm systems are installed in conduit.

In those areas where fire alarm systems have historically not been performed by Inside Journeymen 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 such 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 equivalent Inside wage and fringe benefit rate shall be paid on major remodel and Building Trades projects. In those areas where there is no mutual agreement, the technician's rate shall apply. 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.

The parties to this agreement recognize that the Scope of Work in this agreement is subject to local addendums; especially in the areas of integrated energy management and life safety systems.

In an effort to eliminate confusion regarding the interpretation of the Scope of Work covered by this agreement, the parties hereto agree to establish a Scope Review Committee composed of the following:

MANAGEMENT REPRESENTATIVES

- 2 communication contractors
- 2 electrical contractors
- 2 NECA Chapter Managers

LABOR REPRESENTATIVES

- 2 senior technicians
- 2 electricians
- 2 IBEW Business Managers

Members of the Committee shall be selected by the parties they represent. The Committee shall meet at such time as deemed necessary by the parties. The Committee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

.It shall be the function of the Scope Review Committee to consider and review various systems technologies and to make recommendations to the parties to this agreement. The Scope Review Committee is not authorized to interpret this agreement, or addendums, in the event of a dispute over the Scope of Work. All grievances or questions in dispute shall be adjusted pursuant to Sections 1:06-1:09 of this agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in both the Sound and Communication and Electrical/Electronic Industries. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

Effective Date -- Changes -- Grievances -- Disputes

Section 1:01. This Agreement shall take effect October 1, 1991, and shall remain in effect until September 30, 1993, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from October 1 through September 30 of each year, unless changed or terminated in the way later provided herein.

Section 1:02. (a) Either party desiring to change or terminate this agreement must notify the other, in writing, at least 90 days prior to the anniversary date.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

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

(d) Unresolved issues in negotiations that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations may be submitted jointly or unilaterally by the parties to this Agreement to the Council for adjudication prior to the anniversary date of the Agreement.

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

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

Section 1:03. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto and submitted to the International Office of the IBEW and the National Office of NECA, for approval, the same as this Agreement or addendums.

Section 1:04. There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1:05. There shall be a Labor-Management Committee composed of four (4) members of the IBEW and four (4) members of the National Electrical Contractors Association. One (1) member from the IBEW and one (1) member from NECA shall be from the area in which the dispute arose, however, these members shall not vote on the dispute and will be excused from the meeting while the vote is taken.

Section 1:06. All grievances or questions in dispute shall be adjusted by the duly authorized local representative of each of the parties to this Agreement. In the event that these two (2) are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

Section 1:07. All matters coming before the Labor-Management Committee shall be decided by majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1:08. Should the Labor Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding on both parties hereto.

Section 1:09. When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II

Employer Rights -- Union Rights

Section 2:01. Employer Defined. Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer under the terms of this Agreement. Therefore, an Employer who contracts for such work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, a business telephone and adequate tools, equipment and inventory. The Employer shall maintain a suitable financial status to meet payroll requirements, and employing not less than one (1) installer and/or technician, when performing work covered under this Agreement.

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

(b) Any employee, working under the terms of this Agreement, holding an active contractor's license covering the Scope of Work as set forth in this Agreement, shall inactivate their license in accordance with State Law.

Section 2:02. The Unions understand the Employer is responsible to perform the work required by the owner. The Employer, shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job-to-job within the Local Unions' geographical jurisdiction that are signatory to this Agreement. In requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2:03. For all employees covered by this Agreement, the Employer shall carry Workman's Compensation Insurance with a company authorized to do business in the State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed.

Section 2:04. (a) The Employer agrees that if a majority of its employees authorizes the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the exclusive collective bargaining agent for all employees performing communication/electronic work within the jurisdiction of the Local Union on all present and future jobsites.

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

Section 2:05. In order to protect and preserve, for the employees covered by this Agreement, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint-venture, wherein the Employer, through its officers, directors, partner or stockholders, exercise either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2:06. (a) Free movement of men is allowed throughout any of the signatory Local Union jurisdictions. On all jobs exceeding three (3) days in duration, the Employer shall notify the Local Union in whose jurisdiction he will be working, prior to starting a job, the location of the job, and names of employees to send in. The representative of the Union, either in the area where the work is being performed or in the areas where the contractor's shop is located, shall have the authority to inspect the individual Employer's payroll and associated work records as to time and pay of an employee, if the question arises.

(b) All personal benefits to be sent to home local, i.e. Health & Welfare, Pensions and Vacations.

Section 2:07. A signatory Employer shall not perform work as an installer and/or technician except one (1) designated member of a firm (Employer) shall be permitted to work with the tools at any time on work covered by this Agreement. Such working member of a firm (Employer) shall work under all the terms and conditions of this Agreement. The firm shall have one (1) installer and/or technician not a member of the firm employed under the terms of this Agreement at all times. Avoidance of the intent of this section shall not be permitted by the pretense of ownership of the business by an immediate member of the family. Nothing contained in this section shall be construed to prevent any Employer from performing work during emergencies for the protection of life or property or working up to four (4) hours each day on service, repair calls, and checking and inspecting.

Section 2:08. The Union has the right to appoint Stewards at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or on his job. No Steward shall be discriminated against by an Employer because of his

faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union. Such removal would be subject to the grievance procedure.

Section 2:09. The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement, provided he first notifies the Employer's local office.

Section 2:10. (a) It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee, for an employee to refuse to cross or work behind a picket line which is sanctioned by the Building Trades Council or the Local Union.

(b) Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner.

Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided by the Employer.

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

Section 2:11. Employees under this Agreement shall not be required to furnish power or special tools or test equipment. Employees shall not use the Employer's property such as tools, parts, test equipment and transportation for other than the Employer's business.

Section 2:12. All employees covered by the terms of this Agreement shall be required to become 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.

Section 2:13. (a) The Local Union is a part of the International Brotherhood of Electrical Workers; any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph 2 of this section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

(b) The subletting, assigning or transfer by an individual Employer of any work in connection with electrical/electronic work to any person, firm or corporation not recognizing the IBEW or one of its local unions as the collective bargaining representative of his employees on any sound and communication or electrical/electronic work in the jurisdiction of this or any other local union to be performed

at the site of the construction, alteration, painting or repair of a building structure or other work, will be deemed a material breach of this Agreement.

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

Section 2:14. The Labor-Management Committee shall meet within five (5) working days when notice is given by any member thereof that an unresolved dispute within the jurisdiction of the Committee exists.

Section 2:15. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

ARTICLE III

Hours -- Wages -- Working Conditions

WAGES, FRINGES AND ADDITIONAL WORKING
CONDITIONS SHALL BE AS PER ADDENDUMS

Section 3:01. Eight (8) consecutive hours work between the hours of 6:00 A.M. and 6:00 P.M. (excluding a meal period of not less than one-half (1/2) hour) shall constitute a work day. Forty (40) hours within five (5) consecutive days, Monday through Friday, shall constitute the work week.

Section 3:02. No work shall be performed on Labor Day, except in case of emergency, or with the permission of the Business Manager where the work is being performed.

Section 3:03. Wages shall be paid weekly by payroll check no later than quitting time on Friday, and not more than three (3) days wages may be withheld at that time. Pay day will be the same as the contractor's home office. Any workman laid off or discharged shall be paid his wages immediately. In the event he is not paid off, as provided above, waiting time at the appropriate rate shall be charged until payment is made. The Employer will either pay the workman at the job site during regular working hours or allow him sufficient time during regular working hours to report to the shop to receive his pay check. The Business Manager with the Chapter Manager, or their designated representative, shall have the right to visit the Employer's place of business during any working hours to inspect the time cards and/or pay-roll records of the employees covered by this Agreement.

Section 3:04. Shift work. When so elected by the Employer, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked, the following conditions shall apply:

(a) The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Employees on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

(b) The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M.. Employees on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus ten percent (10%) for seven and one-half (7 1/2) hours work.

(c) The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m.. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus fifteen percent (15%) for seven (7) hours work.

(d) A lunch period of thirty (30) minutes shall be allowed on each shift.

(e) All overtime work required after the completion of a regular shift shall be paid at one and one-half (1 1/2) times the "shift" hourly rate.

(f) There shall be no pyramiding of overtime rates, and two (2) times the straight time rate shall be the maximum compensation for any hour worked.

(g) There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3:05. The Employer shall deduct and forward to the Financial Secretary of the home Local Union, upon receipt of a voluntary written authorization, the dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved home Local Union Bylaws. Such amount shall be certified to the Employer by the home Local Union upon request by the Employer.

Section 3:06. A bulletin board shall be provided by the Employer for the Union to post official notices to its member. In lieu of providing a separate bulletin board for the Union, the Employer may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union to post official notices.

ARTICLE IV

Referral Procedure

Section 4:01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4:02. The Local Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4:03. The Employer shall have the right to reject any applicant for employment.

Section 4:04. The Local Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and refer-

ral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4:05. The Local Union shall maintain a register of applicants for employment established on the basis of the GROUPS listed below. Each applicant for employment shall be registered in the highest priority GROUP for which he qualifies.

GROUP I

An applicant who has completed the IBEW Communication Apprenticeship Program or has worked an equal number of years in the communications industry as a Systems Installer and is a resident of the normal commute area of that Local Union.

GROUP II

An applicant who meets the requirements for GROUP I in any other signatory Local Union.

GROUP III

An applicant who has communication experience but who does not meet the requirements of GROUP I or GROUP II.

GROUP IV

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

Section 4:06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees."

Section 4:07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4:08. "Resident" means a person who has maintained his permanent home in the normal commute area of the applicable Local Union for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4:09. The Local Union shall maintain an "out-of-work list" which shall list the applicants within each GROUP in chronological order of the dates they register their availability for employment.

Section 4:10. An applicant who has registered on the "out-of-work list" must renew his application every thirty (30) days or his name will be removed from the "list."

Section 4:11. An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon registration, be restored to his appropriate place within his GROUP.

Section 4:12. Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "out-of-work list" and then referring applicants in the same manner successively from the "out-of-work list" in GROUP II, then GROUP III and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

Section 4:13. The only exceptions which shall be allowed in this order of referral are as follows:

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

Section 4:14. An Appeals Committee is hereby established composed of one member appointed by the Local Union, one member appointed by the Local NECA Chapter and a Public Member appointed by both these members.

Section 4:15. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the applicable Local Union of Sections 4:04 through 4:13 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be compiled with by the applicable Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4:16. A representative of the applicable local NECA Chapter designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

ARTICLE VI

SAFETY

Section 6:01. It is the Employer's responsibility to insure the safety of its employees and their compliance with safety rules and standards.

ARTICLE VII

Industry Fund
(NECA Members Only)

Section 7:01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

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

ARTICLE VIII

SEPARABILITY

Section 8:01. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the 1st day of October, 1991.

Signed for IBEW Local Union:

Signed for NECA Chapter:

/s/ _____

/s/ _____

Local Union Date

_____ Date

/s/ _____

/s/ _____

Local Union Date

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