

**ALBANY NECA CHAPTER  
LABOR MANAGEMENT COMMITTEE**

**GRIEVANCE DECISION**

**June 1, 2017**

A meeting of the Labor Management Committee (LMC) was held on Thursday June 1, at 9:15 AM at the Albany NECA Chapter Office, 16 Wade Road, Latham, New York, for the purpose of addressing a Petition for Grievance filed by Control Network Communications (CNC) against IBEW Local 236 and Adirondack Cabling. (See attached Notice of Grievance Hearing).

Present at the Hearing:

**Committee Members**

**IBEW Local 236**

Michael Torres, Chair  
Mark Lajeunesse  
John Mosher

**Albany NECA Chapter**

Jerrald Cherrier, Chair  
Eileen LaCorte  
Joseph Miner

Albany NECA Chapter Manager/Secretary

Stephen Chamberlain

**For Grievant**

Harold Armstrong on behalf Control Network Communications

**For Respondent**

None Present

After careful consideration of the evidence provided, the committee determined that there was no violation of the CBA based on the following:

The committee determined, as agreed to after the CNC Grievance dated December 2, 2015, that the single party agreement was terminated and replaced with a multi-employer tele-data addendum to the Inside Agreement with an effective date of June 1, 2017 (Addendum).

The committee determined that the remedies sought by CNC regarding Adirondack Cabling's payments into the funds, as well as the requirement for an independent audit of contributions to the funds were under the purview of the Funds Committee and not the Labor Management Committee.

Regarding the issue raised by Mr. Armstrong at the hearing concerning the ability to verify compliance with the terms of Addendum; Local 236 will provide to a representative of both labor and management, information necessary to ensure Adirondack Cabling's compliance.

Respectfully Submitted,



Michael Torres  
LMC Chairman  
IBEW Local 236



Stephen Chamberlain  
Chapter Manager/Secretary  
Albany NECA Chapter

Attachments    Notice of Grievance Hearing  
                     Executed Tele-Data Addendum to the Inside Agreement

cc:            LMC Committee Members  
                 Paul Fitzmaurice, IBEW Local 236

Harold Armstrong, CNC

**ALBANY NECA CHAPTER**  
**LABOR MANAGEMENT COMMITTEE**  
**NOTICE OF GRIEVANCE HEARING**

May 23, 2017

Please be advised that notice of a Petition for Grievance has been filed by the Albany Electrical Contractors Association on behalf of Control Network Communications, Inc. (in support of the Petition for Grievance filed by the Albany Electrical Contractors Association on behalf of the signatory contractors) and separately against Local 236 and Adirondack Cabling with a request that this matter be heard before the Labor Management Committee. A hearing has been scheduled for Thursday June 1st at 9:00 A.M. at the Albany NECA Chapter, 16 Wade Road, Latham, NY.

The grievance to be heard stems from alleged violations of the Inside Agreement as follows:

**Charge:**

- a. The Local has allowed Adirondack Cabling to continue working under a side agreement that was to have expired on May 31, 2014. This is an ongoing violation of Article II, Section 2.02, in that other signatory contractors were not allowed the benefit of the terms of the side agreement.
- b. By allowing Adirondack Cabling to continue to work under the side agreement inconsistent with the wage, fund and benefit package in the Inside Agreement Local 236 and Adirondack Cabling have violated Article II, Section 2.14; Article III, Sections 3.16, 3.17, 3.19, 3.35, 3.36, 3.37; Article IV, Sections 4.06, 4.07, 4.20; Article VI, Sections 6.02, 6.03, 6.04, 6.13c, 6.14 (Section 3); Article VII, Section 7.02, and potentially other applicable sections of the Inside Agreement.
- c. By allowing Adirondack Cabling to continue to work under the side agreement, Local 236 has violated the Most Favored Nations Provisions.
- d. On letter dated September 27, 2013, and then repeated in letter dated October 9, 2013 Local 236 defrauded Control Network Communications, Inc. by providing assertions and information that Adirondack Cabling was signatory to a Letter of Assent to the Agreement between IBEW Local 236 and the Albany Electrical Contractors Association, Albany Chapter and asserting that Adirondack was in compliance with the Agreement between the Local and NECA.
  - By actions of Local 236, Control Network has been harmed, minimally by, being at a competitive disadvantage to Adirondack Cabling. Local 236's assertion that other contractors are offered the terms and conditions of Adirondack Cabling's Side Agreement with the Local is impractical and would create further harm to Control Network. Adirondack Cabling is allowed to operate as a Non-union contractor and bids against Control Network using non-prevailing rate wages. It would be a violation of the Agreement between Local 236 and NECA for Control Network, or any other signatory, to pay less than Agreed upon Rates in the Agreement. Further, Control Network and all other Albany Chapter NECA members are financially at risk to the Union Pension and Health and Welfare funds

**Remedy Sought By Grievant:**

- Payment of wages and monies due to workers and funds as if they were working under the Inside Agreement from the date the side agreement was to have expired (May 31, 2014). To be paid by either Local 236 or Adirondack Cabling.
- Local 236 to assign and Independent Audit (Auditor and Audit Program to be acceptable to Control Network Communications, Inc.) for the period June 1, 2014 thru date of Audit
- Local 236 to furnish previous audits of Adirondack Cabling performed by the Local from June 1, 2014 to current (employee names, addresses and Social Security numbers to be redacted from the report, however position of employee is to be included).
- Local 236 to furnish Control Network Communications, Inc. the referral Log of all referrals to Adirondack Cabling from June 1, 2014 to present.

Respectfully,



Stephen Chamberlain  
Executive Director  
Albany Chapter of NECA

**LOCAL AREA ADDENDUM  
To The Inside Agreement  
For  
TELECOMMUNICATIONS**

**By and Between**

**International Brotherhood of Electrical Workers  
Local Union 236**

**And**

**Albany Electrical Contractors Association, NECA  
Albany Chapter**

## **BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in the Tele-Data Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employers, the Union and the public. Progress in the 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:

## **GENERAL CONDITIONS**

Unless specifically stated to the contrary, all articles and sections of the current Inside Construction Agreement between the parties, as well as any applicable addenda and/or memoranda thereto, shall remain in full force and effect. This shall include grievance and dispute resolution, and fringe benefits.

## **PARTIES**

This Agreement made and entered into by and between NECA and the IBEW is applicable to and shall be utilized by all firms signing a Letter of Assent A to the Inside Agreement.

## **DEFINITIONS**

"NECA", as hereinafter used, shall mean the National Electrical Contractors Association.

"Chapter", as hereinafter used, shall mean the Albany Electrical Contractors Association. The term "Employer", as hereinafter used, shall mean an individual firm signing the Letters of Assent to Inside Agreement.

"IBEW" or "Union", as hereinafter used, shall mean the International Brotherhood of Electrical Workers.

"Local Union", as hereinafter used, shall mean an IBEW Local Union 236.

"Employee or Employees", as hereinafter used, shall mean the workers in the classifications listed in this Addendum.

"Collective Bargaining Agreement" as hereinafter used shall mean the Inside Construction Agreement.

## SCOPE

Pursuant to a determination made by the New York State Department of Labor, Audio/Sound, Video, and Tele-Data work is the work of, and falls under the jurisdiction of Electricians.

This Local Area Addendum covers the type of work set forth in the Voice - Data - Video National Agreement and performed within the property lines, as set forth below:

- 1) The installation of computer systems in industrial applications such as assembly lines, robotics, and computer controller manufacturing systems shall not be part of this Agreement.
- 2) The installation of conduit and/or raceways shall be performed by Inside Wiremen on new construction or major renovation projects when an Electrical Contractor is on site. On sites where there are no Inside Wiremen employed, the Tele-Data Technician may install chases, sleeves, and/or nipples, raceways or conduit not greater than ten (10) feet.
- 3) Fire Alarm, Life Safety and Security work is excluded on all new construction sites, and/or wherever the Fire Alarm System is installed in conduit.
- 4) All HVAC control work shall not be a part of this Agreement.
- 5) Low Voltage Construction shall not be a part of this Agreement.

Nothing contained in the "Scope" or any other section of this Addendum shall prevent a contractor who is signatory to an Inside Agreement in the jurisdiction of the Local Union from performing Voice - Data - Video work under the terms and conditions of the Inside Agreement.

The Local Union Business Manager will immediately notify the NECA Chapter and Employer(s) of any concessions, which will be applicable 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.

## EFFECTIVE DATE – CHANGES – GRIEVANCES – DISPUTES

This Addendum shall take effect June 1, 2017, and shall remain in effect and shall be utilized in conjunction with the Inside Construction Agreement. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way provided in Article I of the Inside Construction Agreement.

This Addendum shall supersede all current addenda and single employer agreements encompassed within its scope. Should this Addendum be terminated by the parties, its terms and conditions shall continue on jobs bid under said terms until such jobs are completed.

All charges of violations of this Addendum shall be considered as a dispute and shall be processed in accordance with the provisions of the Collective Bargaining Agreement covering

the procedure for the handling of grievances and the final and binding resolution of disputes.

## **EMPLOYER RIGHTS - UNION RIGHTS – TOOLS - EQUIPMENT**

VDV/Tele-Data Technicians/Installers shall install all work in a safe and professional manner and in accordance with applicable code and contract specifications.

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.

The subletting, assigning, or transfer by an individual employer of any work in connection with VDV/Tele-Data 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 VDV/Tele-Data or Electrical work in the jurisdiction of the Local Union will be deemed a material breach of this Agreement.

All classifications of technicians and installers shall provide themselves with the following minimum list of tools:

### **Tools, Equipment and Storage**

Punch down tool	Coax crimp tool
Wire strippers	Utility knife
Sta-Kon tool	Lineman pliers
Channel locks	Flathead screwdrivers (assorted sizes)
Sheetrock saw (hand type)	Phillips-head screwdrivers (assorted sizes)
Hammer	Scissors
Awl	Flashlight
Tape measure	Needle-nose pliers
Torpedo level (8")	Hacksaw frame

The employer shall furnish all other necessary tools or equipment. 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.

## **HOURS - WAGES -WORKING CONDITIONS**

The normal workday shall consist of the eight (8) hours between 7:00 AM. and 3:30 P.M. with thirty (30) minutes for lunch. Midway through the shift there shall be a lunch break. Job starting time may be adjusted up to one (1) hour prior to, or one (1) hour after, the regular starting time with the approval of the majority of the workers and the Business Manager.

All overtime Monday-Friday and the first ten (10) hours on Saturdays will be paid at time and one half the straight-time rate of pay. All work on Sunday and holidays listed in the Inside Agreement shall be paid at double the straight-time rate of pay.

The work classifications (Appendix A) and minimum wage rates shall be as follows:

**Tele-Data Technician** one hundred percent of the Current rate of Journeyman Wireman

**Tele-Data Installer/Technician Apprentice (percentage of Tele-Data Technician rate)**

1st Period	40% -
2nd Period	45% -
3rd Period	50% -
4th Period	60% -
5th Period	70% -
6th Period	80% -

In addition to the above hourly wage, Technicians shall receive the same fringe benefits as journeyman inside wiremen. Installer/Technician apprentices shall receive the percentage of fringe benefits as Inside Apprentices

#### **Foreman Rates:**

Foremen (1 to 2 workers)	5% above the Journeyman rate
Foremen (3 to 7 workers)	10% above the Journeyman rate
Foremen (8 to 10 workers)	15% above the Journeyman rate
Second Foreman	15% above the Journeyman rate
General Foreman	25% above the Journeyman rate
Lead General Foreman	30% above the Journeyman rate

On all jobs requiring a Foreman or General Foreman, the Foreman or General Foreman in charge of such job shall be a Tele-Data Technician or Journeyman. On any job requiring three (3) but not more than ten electrical workers, a Foreman shall be in charge of such job and shall be allowed to work with the tools at his discretion. When there are more than ten (10) electrical workers or fraction thereof employed on the job, a Foreman shall be appointed for every additional ten (10) electrical workers or fraction thereof employed on the job and at no time shall a Foreman have supervision over more than ten (10) electrical workers.

Employers signatory to the Inside Agreement may assign inside journeymen and/or apprentice employees to perform VDV/Tele-data work within the scope of this Addendum. Individuals so assigned shall be paid the corresponding Inside Agreement wage and fringe package.

### **REFERRAL**

The employer shall have the right to call for all VDV/Tele-Data workers classified under this Addendum by name provided:

- a) The employee has not quit his previous employer within the past four weeks.
- b) The employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment. Upon such request, the Business Manager shall refer said employee provided the name appears on the highest priority group.

## **APPRENTICESHIP AND TRAINING**

The Joint Apprenticeship and Training Committee (JATC) shall adopt local Telecommunications Installer/Technician Apprenticeship Standards in conformance with the 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 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 JATC. The duties of the JATC shall include interviewing, ranking, and selecting applicants, and the supervision of all apprentices in accordance with the registered standards and approved JATC policies.

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.

The apprentice is to be under the supervision of 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.

Each apprentice shall be required to satisfactorily complete a 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.


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.

## **SEPARABILITY CLAUSE**

Should any provision of this Addendum be declared illegal by any court of competent jurisdiction, such provisions 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 substitute provisions which are in conformity with the applicable laws.

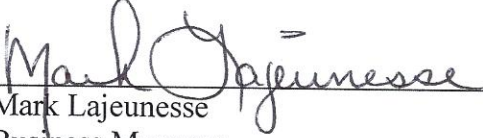
In witness thereof, the parties hereto have executed this agreement on June 1, 2017

Signed for the Albany Electrical Contractors Association, NECA, Albany Chapter:

  
\_\_\_\_\_  
Stephen Chamberlain  
Chapter Manager

6/1/17  
\_\_\_\_\_  
Date

Signed for International Brotherhood of Electrical Workers, Local Union 236:

  
\_\_\_\_\_  
Mark Lajeunesse  
Business Manager

5/19/17  
\_\_\_\_\_  
Date

## **Appendix A**

**Installer/Technician Apprentice:** 1-5 years experience/training in the communications industry working within the scope of this Addendum.

**Technician:** Minimum of five years experience/training within the scope of this Addendum and passage of a Technician equivalency exam developed by the National Training Alliance (NJATC) and administered by the local JATC, 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 Installer/Technician Apprentices and/or other Technicians.

Workers classified as Technicians prior to the execution of this Addendum shall be deemed to have met the experience/training and testing requirements set forth herein.

# ALBANY NECA CHAPTER

## PETITION FOR GRIEVANCE

April 21, 2017

Please be advised that notice of a Petition for Grievance has been filed by the Albany Electrical Contractors Association on behalf of Control Network Communications, Inc. (in support of the Petition for Grievance filed by the Albany Electrical Contractors Association on behalf of the signatory contractors) and separately against Local 236 and Adirondack Cabling with a request that this matter be heard as expeditiously as possible by the Labor Management Committee (LMC).

The grievance to be heard stems from alleged violations of the Inside Agreement as follows:

### Charge:

- a. The Local has allowed Adirondack Cabling to continue working under a side agreement that was to have expired on May 31, 2014. This is an ongoing violation of Article II, Section 2.02, in that other signatory contractors were not allowed the benefit of the terms of the side agreement.
- b. By allowing Adirondack Cabling to continue to work under the side agreement inconsistent with the wage, fund and benefit package in the Inside Agreement Local 236 and Adirondack Cabling have violated Article II, Section 2.14; Article III, Sections 3.16, 3.17, 3.19, 3.35, 3.36, 3.37; Article IV, Sections 4.06, 4.07, 4.20; Article VI, Sections 6.02, 6.03, 6.04, 6.13c, 6.14 (Section 3); Article VII, Section 7.02, and potentially other applicable sections of the Inside Agreement.
- c. By allowing Adirondack Cabling to continue to work under the side agreement, Local 236 has violated the Most Favored Nations Provisions.
- d. On letter dated September 27, 2013, and then repeated in letter dated October 9, 2013 Local 236 defrauded Control Network Communications, Inc. by providing assertions and information that Adirondack Cabling was signatory to a Letter of Assent to the Agreement between IBEW Local 236 and the Albany Electrical Contractors Association, Albany Chapter and asserting that Adirondack was in compliance with the Agreement between the Local and NECA.

### Remedy Sought By Grievant:

- Payment of wages and monies due to workers and funds as if they were working under the Inside Agreement from the date the side agreement was to have expired (May 31, 2014). To be paid by either Local 236 or Adirondack Cabling.
- Local 236 to assign and Independent Audit (Auditor and Audit Program to be acceptable to Control Network Communications, Inc.) for the period June 1, 2014 thru date of Audit.

- Local 236 to furnish previous audits of Adirondack Cabling performed by the Local from June 1, 2014 to current (employee names, addresses and Social Security numbers to be redacted from the report, however position of employee is to be included).
- Local 236 to furnish Control Network Communications, Inc. the referral Log of all referrals to Adirondack Cabling from June 1, 2014 to present.
- By actions of Local 236, Control Network has been harmed, minimally by, being at a competitive disadvantage to Adirondack Cabling. Local 236's assertion that other contractors are offered the terms and conditions of Adirondack Cabling's Side Agreement with the Local is impractical and would create further harm to Control Network. Adirondack Cabling is allowed to operate as a Non-union contractor and bids against Control Network using non-prevailing rate wages. It would be a violation of the Agreement between Local 236 and NECA for Control Network, or any other signatory, to pay less than Agreed upon Rates in the Agreement. Further, Control Network and all other Albany Chapter NECA members are financially at risk to the Union Pension and Health and Welfare funds

Respectfully,



Stephen Chamberlain  
Executive Director  
Albany Chapter of NECA