

K 8085
1,000 workers

36 pp-

LABOR AGREEMENT
CONSTRUCTION

**LOCAL UNION #86, INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

And

FINGERLAKES NEW YORK CHAPTER, N.E.C.A.

May 27, 2002 through May 29, 2005

FIRST CLAUSE IN LABOR AGREEMENT

Agreement by and between Fingerlakes New York Chapter, N.E.C.A., and the Local Union #86, I.B.E.W.

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

As used hereinafter in this Agreement, The Term "Chapter" shall mean the Finger Lakes New York Chapter N.E.C.A., and the term "Union" shall mean Local Union No. 86, I.B.E.W.

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

BASIC PRINCIPLES

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

ARTICLE I - C. I. R.

Effective Date - Changes Grievances - Disputes

- 1.01 This Agreement shall take effect May 27, 2002, and shall remain in effect until May 29, 2005 unless otherwise specifically provided herein. It shall continue in effect from year to year thereafter, from June 1, or the first Monday immediately preceding it, until June 1 of the next year, or the first Sunday immediately preceding it unless changed or terminated in the way later provided herein.
- 1.02 (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (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 this Agreement, including this article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations, 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 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.
- 1.03 This Agreement shall be subject to change or supplement at any time by mutual consent of 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 I.B.E.W. for approval, the same as this Agreement.
- 1.04 There shall be no stoppage of work by either strike or lockout because of any proposed changes in the Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

- 1.05 There shall be a Labor Management Committee of three representing the Union, and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when either party gives notice. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives, and the Chapter shall select the management representatives.
- 1.06 All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor Management Committee.
- 1.07 All matters coming before the 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. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.
- 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.
- 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

- 2.01 No workman subject to employment by Employers operating under this Agreement shall himself become a contractor for the performance of any electrical work. Avoidance of the intent of this section shall not be permitted by pretense of ownership of the business by an immediate member of the family.

No employer, partner of a firm, or superintendent shall perform electrical work except those meeting the requirements of an employer as defined in Section 2.06 of the Agreement.

- 2.02 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 concessions.

- 2.03 The Employer recognizes the Union as the 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.
- 2.04 All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31st) day following the dates of their employment, or the effective date of this agreement whichever is later.
- 2.05 An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another I.B.E.W. Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a Local Labor-Management Committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate I.B.E.W. International Vice President or N.E.C.A. Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.
- 2.06 As used in this Agreement, the designation "Employer" is defined to mean any person, firm or corporation whose main business is that of an Electrical Contractor, engaged as an Employer in the Electrical Industry, who is properly qualified by Technical Knowledge, Business Experience, and maintains suitable financial status within the jurisdiction of this Agreement to meet payroll and Fringe Benefit requirements. The Employer shall maintain a place of business with a business telephone within the jurisdiction of the Union, open to the Public during normal business hours, and shall employ at least one journeyman continuously for one year. Only two members of a Firm, Partnership or Corporation may perform work with tools. However, on work where the electrical contract price exceeds \$150,000.00, no Employer shall himself work with the tools.

For all employers covered by this Agreement, the employer shall carry Workers Compensation Insurance, New York State Unemployment Insurance, DBL, with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the Laws of this State, and shall furnish satisfactory proof of such to the Union.

All claims on Disability and Compensation should be processed immediately. The Contractor agrees to send copies of any claim forms that come through his office to the Union.

- 2.07 The Union reserves the right to discipline its members for any violations of its laws, rules, and Agreement.
- 2.08 This Agreement does not deny the right of the Union or its representatives 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.
- 2.09 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.
- 2.10 The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the I.B.E.W., other than violations of Section 11 of this Article, 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.
- 2.11 The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the I.B.E.W. or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this agreement.
- 2.12 All charges of violation of Section 11 of this article 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.
- 2.13 There shall be no limitation on production and no restriction on the full use of machinery, tools and equipment by workmen employed under the terms of this Agreement. Workmen shall be properly trained and/or certified if requested by the Employer. Cost of training shall be borne by the Joint Apprentice and Training Fund. It is strongly suggested that journeyman attend, for certification, an O.S.H.A. approved ten (10) hour, Construction Safety Course, as set forth in above language. Such certification must be carried by the employees at all times
- 2.14 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.

2.14 A "The employer shall have the right to call Foreman by name provided:

(a) The employee has not quit his 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 Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the highest priority group.

(c) When an employee is called as a Foreman; he must remain as Foreman for 1,000 hours or must receive a reduction in force."

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

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the I.B.E.W. or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of the Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

2.16 The Employers and the Union agree not to discriminate against any employee or applicant for employment in any manner because of race, color, religion, age, sex, national origin, or Physical Handicap.

2.17 Prior to the applicant's referral the union shall process related Immigration and Naturalization forms (I-9). Employee must provide employer with proper forms upon referral.

2.18 Any I.B.E.W. member registered on the out of work list who loses his/her job and is not eligible for Unemployment Compensation due to legitimate salting or organizing activities shall be placed at the top of the appropriate referral list.

ARTICLE III

Hour - Wages Working Conditions

- 3.01 The normal workday is between the hours of 7:00 AM and 3:30 PM with one-half (½) hour for lunch as per project schedule. This workday may be varied by no more than one (1) hour, because of customer request, when the employer notifies the business agent in writing of the need for the variance. Any variance of more than one (1) hour, or for reason(s) other than customer request, shall require approval of the Joint Labor-Management Committee. Requests shall be submitted to the Committee in writing and shall include the manpower requirements for the job and a statement of justification for the request. If a workman is requested to work a varied workday and cannot do so for any reason he/she may be offered a position at a work site having a normal workday schedule, or be laid off. An employee who cannot work a varied workday shall not be subjected to adverse recourse (i.e. firing).

For reporting purposes the workweek shall start Monday and end Sunday at midnight. The work month shall end on the last Sunday of each month.

3.01A Finger Lakes Race Track

The Finger Lakes Race Track is located within the jurisdictional boundaries of Local Union 86. During the racing season, and on racing days only, for the purpose of maintenance, the hours may be altered to meet existing conditions. The regular work day, Monday through Friday shall be from 9:00 a.m. to the close of racing. Saturdays, Sundays and Holidays the workday shall be from 11:00 a.m. until the close of racing, any other alterations shall be mutually agreed to by the Employer and the Union. A Journeyman Electrician shall be employed while racing is taking place.

For regular maintenance work, on racing days the straight time rate of pay shall apply for hours worked between 8:00 a.m. and 4:30 p.m. on weekdays. All work performed before 8:00 a.m. and after 4:30 p.m. and on Saturdays and Sundays, shall be at 1 ½ times the straight time rate of pay. All work performed on Holidays or days celebrated as such, shall be paid at double the straight time rate of pay. When maintenance is required on Saturday and Sunday the workmen may be given two days off during the week if there is no racing on those days.

All workmen employed on maintenance work shall be secured through Local Union 86.

All other work shall be performed under the terms and conditions stated elsewhere in this Agreement.

- 3.02 All work performed outside the regularly scheduled working hours and on Saturdays shall be paid for at one and one half (1 1/2) times the straight time rate of pay. Overtime must be paid for all time worked in excess of eight (8) hours in the regular workday, Monday through Friday. Overtime must be paid for all time in excess of forty (40) hours in the work week. All work performed on Sundays and the following holidays: New Year's

Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, or days celebrated as such shall be paid for at double the straight time rate of pay. If a Holiday falls on Saturday, it will be celebrated on the Friday preceding and if it falls on Sunday, it will be celebrated on the Monday following the Holiday.

3.02B Shift Work

When so elected by the contractor, or mandated by a customer multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 p.m. and 1:00 a.m. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 a.m. and 9:00 a.m. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 a.m. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1 1/2) times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight time rate of pay 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.

3.02C Day shift employees required to work on second or third shift and cannot for any legitimate reason will be laid off not fired or terminated.

3.03A During periods of unemployment, when 15% or more of the Journeyman and Apprentices normally employed under the terms of this Agreement are unemployed, and immediately available for work in the area defined in the Referral procedure, the Union shall have the right to limit the work week to four (4), eight (8) hour days within five (5) days, Monday through Friday in order to increase the number of men employed. When employment returns to 95% of the Journeyman and Apprentices normally employed under the terms of

this Agreement, the work week will be returned to the normal week as per Section 3.01 of this Agreement. When it becomes necessary to invoke Section 3.03A of this Agreement, it shall coincide with the starting and finishing date of the normal work week as stated in Section 3.01. The following conditions shall exist when Section 3.03A has been implemented under this Agreement:

1. The Employer shall have the right to appoint a General Foreman per job to work unlimited hours for that designated job only.
2. Foreman or Small Job Foreman may work forty (40) hours or more if they meet the minimum requirements of Section 3.05. Any hours worked above forty (40) hours will be taken off as qualified under No. 6.
3. No more than one General Foreman, Foreman, Small Job Foreman or Jobber shall perform work on any project at the same time.
4. Additional General Foremen, Foremen and Small Job Foremen may be allowed by Labor Management per job. All hours over forty (40) hours per work week will be taken off as qualified under No. 6.
5. All General Foreman, Foreman, Small Job Foreman or Jobbers appointed under conditions set forth above shall be appointed for a minimum of forty (40) hours.
6. Foreman, Small Job Foreman and additional General Foremen referred to under number two (2) and four (4) of this Section (3.03A) shall be required to take off additional hours over forty (40) hours worked per week completed within fifteen (15) calendar days from the date the additional work was performed unless decided differently by Labor-Management.
7. Jobbers may work unlimited hours subject to No. 3 above. Employers may appoint one unlimited jobber per shop for up to thirty (30) employees, and may appoint one additional unlimited jobber in a shop with thirty-one (31) or more employees under the terms of this Agreement.
8. All General foremen, Foremen, Small Job foremen and Jobbers will receive premium rates for all hours above forty (40) hours worked per week as per Section 3.01 and 3.02.
9. Journeymen and apprentices may work thirty-two (32) hours, Monday through Friday. Days will be taken off on a rotating basis, (i.e.: A person who has Monday off this week will have Tuesday off next week then Wednesday the following week and so on). Equal numbers of Journeymen and Apprentices will be off each weekday when possible. (i.e.: 6 man job including a 40 hour foreman: 1 worker off each day Monday - Friday). Journeymen and Apprentices shall be required to take off additional hours over thirty-two (32) hours worked per week completed within fifteen (15) calendar days from the date the additional work was performed, unless decided differently by Labor Management.
10. All employees, when requested to work on a bonafide emergency, shall not be required to take the additional hours off. This work will be subject to Labor Management

review. When Labor Management determines that a bonafide emergency did not exist, all employees will be required to take time off for the additional hours worked, completed within fifteen (15) calendar days from the date the work was performed.

11. It is further understood that on second and third shift, hours paid shall be applied when determining hours worked. For the purpose of Section 3.03A, Sundays and Holidays shall be paid at double the straight time rate of pay.

3.04 No work shall be performed on Labor Day, except in case of emergency, and then only after permission is granted by the Business Manager of the Union.

3.05 On any job contracted for \$50,000.00 or more, a Journeyman shall be designated Foreman by the Employer and shall be paid 5% above the Journeyman's rate. On any job contracted for \$100,000.00 or more, the Foreman shall be paid 10% above the Journeyman's rate.

On all jobs, where three or more workmen are employed exclusive of the Foreman, the Foreman shall be paid 10% above the Journeyman's rate. Additional foremen shall be designated by the Employer, for each additional ten (10) workmen required on any job. When two or more Foremen are required on any job, one shall be designated General Foreman by the Employer, and shall be paid 20% above the Journeyman's rate.

All General Foreman and Foreman must be qualified Journeyman.

A General Foreman or Foreman in charge of any job shall not perform in a supervisory capacity on any other job at the same time, except in case of an emergency and then his classification rate shall remain the same. When a General Foreman or Foreman is off his appointed job for more than eight (8) hours, another General Foreman or Foreman must be appointed, and he shall receive the appropriate General Foreman or Foreman rate.

3.05A May 27, 2002 – May 29, 2005, Rochester, New York

The minimum hourly rate of wages shall be as follows:

(Percentages listed below are of the Journeyman's rate rounded to the closest nickel).

"A" Shift Rates		5-27-02
Journeyman Wireman		\$26.30
Small Job Foreman	5%	\$27.60
Foreman	10%	\$28.95
General Foreman	20%	\$31.55

"B" Shift Rates		5-27-02
Journeyman Wireman		\$30.85
Small Job Foreman		\$32.40
Foreman		\$33.95
General Foreman		\$37.00

"C" Shift Rates**5-27-02**

Journeyman Wireman	\$34.55
Small Job Foreman	\$36.25
Foreman	\$38.05
General Foreman	\$41.45

Shift rates for the Apprentices are based on their indentured date and will be the appropriate percentage of the above Journeyman shift rates.

1. May 26, 2003 the increase of \$1.60 per hour will be distributed. This will be determined by Local Union 86.
2. May 30, 2004 the increase of \$1.75 per hour will be distributed. This will be determined by Local Union 86.

Apprentice Wireman**Indentured prior to 6-1-01**

1st period	0-1000 hrs.	Satisfactory Progress	35%	\$ 9.15
2nd period	1000-2000 hrs.	1st yr. school compl	40%	\$10.50
3rd period	2000-3500 hrs.	2nd yr. school compl.	50%	\$13.15
4th period	3500-5000 hrs.	3rd yr. school compl.	60%	\$15.80
5th period	5000-6500 hrs.	4th yr. school compl.	70%	\$18.40
6th period	6500-8000 hrs.	5th yr. school compl.	85%	\$22.35

Summary of Fringe Benefits

Health and Welfare	\$4.25	per hour worked
Pension	\$2.82	per hour worked
Annuity Group A	\$2.25	per hour worked
Annuity Group B	\$1.50	*See 5.03B
Apprenticeship	1.5%	payroll
NEBF	3%	payroll
NEIF	1%	payroll
NLMCC	\$0.01	per hour worked, up to a maximum of 150,000 hours per year.
I.B.E.W. Local 86/N.E.C.A. LMCT	Contribution	\$.11 per hour worked
AMF	½ of 1%	payroll

Day School Apprentice Wireman**Indentured on or after 6/1/01**

1st period	0-1000 hrs.	Satisfactory Progress	40%	5/27/02 \$10.50
------------	-------------	-----------------------	-----	---------------------------

2nd period	1000-2000 hrs.	1st yr. school compl.	45%	\$11.85
3rd period	2000-3500 hrs.	2nd yr. school compl.	50%	\$13.15
4th period	3500-5000 hrs.	3rd yr. school compl.	60%	\$15.80
5th period	5000-6500 hrs.	4th yr. school compl.	70%	\$18.40
6th period	6500-8000 hrs.	5th yr. school compl.	80%	\$21.05

Summary of Fringe Benefits

Health and Welfare	\$4.25	per hour worked
*Pension	\$2.82	per hour worked
*Annuity Group A	\$2.25	per hour worked
Annuity Group B	\$1.50	*See 5.03B
Apprenticeship	1.5%	payroll
NEBF	3%	payroll
NEIF	1%	payroll
NLMCC	\$0.01	per hour worked, up to a maximum of 150,000 hours per year.
I.B.E.W. Local 86/N.E.C.A. LMCT		Contribution \$.11 per hour worked
AMF		½ of 1% payroll

Note: 1st and 2nd period Apprentices receive only Health and Welfare and NEBF Benefit.

*Effective May 28, 2001 the applicable indentured apprentice will have 65% of the pension and annuity Group A contributions tendered to those funds and the balance (35% of such contributions) shall be tendered to the apprenticeship fund together with the 1.5% payroll referenced above.

3.06 Wages shall be paid weekly in U. S. currency no later than normal quitting time on Thursday, and not more than four (4) days wages may be withheld at any time. If the Employer and the Employee mutually agree, the Employer may pay wages by direct deposit to the account(s) designated by the Employee. The Employer has the option of paying by payroll check drawn on a separate payroll account, provided that this method of payment has been approved by the Department of Labor of the State of New York and he has a State Certificate pursuant to Section 192 of the Labor Law, and further provided that he gives satisfactory evidence of his financial responsibility. In the event an Employer defaults in Wage or Fringe Benefit payments by check, he shall then be required to make Wage and Fringe Benefit payments by cash or certified check.

Any workman laid off or discharged shall be paid all his wages due in full immediately. In the event the employee is not paid in full upon lay-off or discharge, or paid his regular wages by quitting time on Thursday as stated above, waiting time shall be paid from the time of lay-off, discharge or quitting time on Thursday at the regular straight time rate of pay until payment is made, however, not to exceed eight (8) hours pay in any twenty-four (24) hour period. The start of the waiting time to establish the twenty-four (24) hour period will be established as the time of lay-off, discharge, or for delinquent weekly payroll at normal quitting time on Thursday of the payroll week. (If the employer is

unable to pay his workman by normal quitting time on Thursday because of an Act of God, the penalty prescribed above may be waived by mutual consent of the parties to the Agreement.) Any workman laid-off or discharged shall be allowed thirty (30) minutes to gather his tools and belongings with no loss of pay. If the Employer attempts to pay off a workman, but is unable to do so because the workman is off the job site through no fault of the Employer, the Employer may deliver the workman's pay, including thirty (30) minutes pay for tool pickup, to the Union Office or Business Manager. The workman will be obligated to pick up his tools at his own expense.

The Business Office of the Local Union shall be notified twenty-four (24) hours in advance of any lay-off, Saturdays, Sundays and Holidays not included.

Weekly payroll checks, or direct deposit remittance will show the amount of monies paid per Employee for Health and Welfare - Pension and Annuity, or this can be done on the pay stubs or a separate sheet. Maximum is monthly.

Layoff slips will be provided with the pay upon layoff. Unemployment claims must be processed in a timely manner to the Unemployment Office.

- 3.07 Workman ordered to report and prevented from starting to work because of conditions beyond the control of the Employer, shall receive two (2) hours pay. When a workman starts to work such workman shall receive not less than four (4) hours' pay.
- 3.08 The Employer recognizes the right of the Union to appoint (or assign) a steward at any shop or on any job where workmen are employed under the terms of this Agreement. Such Steward shall be allowed sufficient time to see that the terms and conditions of this Agreement are observed at or on that particular shop or job. Upon appointment or removal the Union will notify the Employer in writing. Prior to twenty-four (24) hour's lay-off, transfer or any other method of removing the appointed steward, the employer will notify the business manager, or his assistant, by telephone. Under no circumstances shall a steward be discriminated against because of his faithful performance of duties as a steward. A steward appointed on any job shall remain on such job until completion of such job unless removed for cause. The word cause as used in this Section (3.08) shall mean layoff or transfer. On any job the steward shall be retained to the ninth last workman on the job.

In the event of a dispute arising among or concerning workmen employed hereunder, and which is subject to the grievance procedure herein, the workmen shall remain at their work, and the steward shall notify the Business Manager of the Union and the Employer, or his representatives. Upon receipt of such complaints, the Business Manager shall use his best efforts to adjust the dispute at the earliest possible time.

- 3.09 Journeyman and 5th year, 6th period Apprentices' shall provide themselves with the following tools and these only and shall maintain them in proper condition:

1 voltage tester and Multi-meter; i.e. Sperry Model DM-5300 or equivalent
1 cutting pliers
1 diagonal cutting pliers

- 2 pairs channel-locks
- 1 long nose pliers
- 1 10" pipe wrench
- 1 14" pipe wrench or a small chain tong
- 1 large screwdriver - 1 small screwdriver - 1 medium screwdriver - 1 stubby screwdriver
- 1 hold-eze screwdriver or equivalent - (optional)
- 1 phillips head screwdriver
- 1 offset screwdriver
- 1 set-spin type wrenches
- 1 tap wrench for up to No. 10 machine screws
- 1 tap wrench for No. 10 up to 1/2" machine screws
- 1 6-foot folding rule and/or steel tape 25 ft. max.
- 1 plumb bob
- 1 center punch
- 1 claw hammer
- 1 concrete chisel
- 1 set allen wrenches to 3/8"
- 1 pocket level (torpedo type)
- 1 mash or machine hammer (for chopping holes in concrete)
- 1 10" adjustable open-end wrench
- 1 hacksaw frame
- 1 pocket knife
- 1 keyhole saw
- 1 wire stripper
- 1 chalk liner
- 1 flashlight
- 1 fuse puller

Workmen shall also be responsible to have his/her "Certification Card", Photo I.D. and the current edition of the National Electrical Code, which will be supplied by the JATC for Local Union 86 Journeyman and Apprentices.

Apprentices shall furnish the following tools, and these only:

- | | |
|---|-----------------------------|
| 1 tool pouch | |
| 1 pair cutting pliers | 1 wire stripper |
| 2 pair channel locks | 1 hacksaw frame |
| 1 six-foot rule and/or 25 ft. steel tape | |
| 1 claw hammer | |
| 1 pocket level (torpedo type) | 1 phillips head screwdriver |
| 1 pocket knife | |
| 1 large screwdriver | |
| 1 small screwdriver | |
| 1 voltage tester (supplied by JATC) Square D, Ideal or equivalent | |

In addition, 3rd year 4th period, 4th year 5th period shall furnish:

1 mash or machine hammer
1 keyhole saw
1 plumb bob
1 10" pipe wrench
1 14" pipe wrench or small chain tong

3.10 The Employer shall furnish all other necessary tools or equipment. Workman will be held responsible for tools and equipment issued to them providing the Employer furnishes the necessary lockers, storage boxes or other facilities for their safekeeping. (No workman shall be criticized for carrying Employer owned small tools in his toolbox.) A sign bearing the Employers name shall appear on all company owned trucks except those of the owner and/or principals.

3.10A The Employer agrees to provide a suitable place on the job for storage of the workman's tools and clothing. Men required to work in wet locations or inclement weather will be furnished rain gear, rain hats and boots. A field headquarters house trailer or room on a job shall be large enough to accommodate all employees. Where such facilities are required, they shall be properly heated (minimum temperature, 60-65F) and shall have a completely equipped First Aid Kit, and all other equipment recommended under the accepted safety rules of the Local Union 86-N.E.C.A. Joint Safety Committee. Employers must furnish hard hats for all employees where required, and these must be either new or sterilized when issued. Hardhats MUST be worn on any Hard Hat Job, or when requested by the Employer. Proper liners must be furnished for winter service. The employer shall furnish proper protective gear, such as welding helmets, goggles, sleeves or jacket and trousers to workmen engaged in burning or welding operation. Safety goggles shall be furnished for eye protection. Workmen are to return all boots, hard hats, welding helmets, goggles, sleeves or jackets and trousers issued to them upon termination of employment. If not returned at that time workmen will return or reimburse the contractor within thirty (30) days for items not returned. The contractor shall provide proof that these items were issued to the workman. The Employer shall be responsible for collection of monies owed. Upon request by the Employer, the Union will make every reasonable effort to have such protective equipment or special tools returned to the Employer. In case of fire on the job, the Employer shall settle the fire loss for the benefit of himself and his employees. In the event that burglary occurs on the job, by breaking and entering, these storage facilities and the employee's personal tools are stolen or destroyed by vandalism, the Employer agrees to reimburse each employee for the present value of his stolen or damaged tools, but in no case is the compensation to the employee to exceed \$400.00. Notice shall be given by either party to the local police authority, or private industrial security, of any such loss. Employee tools shall be inventoried by a contractor representative on a mutually agreeable form, signed by employee and employer representative.

All toxic chemicals, an example being asbestos, PCBs, or Carbon Monoxide, when determined by mutual agreement that it may require immediate attention and/or removal of manpower from the area in question, or job site until the problem is resolved. In addition, the Employer shall provide proper equipment and safety checks.

- 3.11 Workmen shall install all electrical work in a safe and workmanlike manner, and in accordance with applicable code and contract specifications.
- 3.12 A journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time during regular working hours, unless errors were made by orders of the Employer or Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship, and the Union assumes responsibility for the enforcement of this provision. If a Journeyman is required to correct work, the employer shall first inform the Union before the work is corrected. Once an Employer informs the Union of work that needs to be corrected by a Journeyman, the Union will conduct a site survey with the Employer within three (3) working days. At that time, responsibility for correction of the work will be determined.
- 3.13 The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.
- 3.14 The Employer shall pay traveling time during regular working hours and shall pay a travel allowance of thirty-six and one-half cents (36.5¢) per mile from shop to job, job-to-job, and job to shop on work within the jurisdiction of the Union.

If the Employer furnishes a vehicle registered and insured in his name under the laws of New York State for small job work or repair work, he shall be exempt from this clause for that employee. The Employer shall transport all employer owned tools, materials and equipment to and from jobs, except in cases of emergency repair.

Cents per mile shall be the IRS established rate. Changes in IRS established rates would occur at contract year.

- 3.15 When workmen are requested by their employer to perform work outside the jurisdiction of Local Union 86, they shall be paid all transportation, board and other necessary expenses.
- 3.16 On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two or more workmen must work together. Rubber gloves and protective rubber goods to be used on voltages above 550 volts must be tested and date stamped not more than thirty (30) days prior to use.
- 3.17 On jobs having a Foreman or General Foreman, workmen are not to take direction or orders, or accept the layout of any jobs, from anyone except their respective Foreman or General Foreman.
- 3.18 All conduit used shall be cut, bent and threaded at the job or shop by workmen under the terms of this Agreement. Where pipe machines for cutting and threading, or benders are used in the shop, they shall be operated by a Journeyman Wireman. When conduit is cut, threaded or bent in the shop or on another job, or other fabrication of Electrical Products it shall be dated, labeled and signed by the workman doing the work. Contractors can use workmen covered under the terms of this Agreement to cut and thread nipples in lieu of

purchase. All such work shall be done in the jurisdiction of Local Union 86, under the terms and conditions of this agreement, including job site installation.

- 3.19 The installation, maintenance, connecting, shifting and repairing of all wiring for temporary lighting, heat and power, and the maintenance of all electrical equipment on projects in the course of construction, shall be performed by workmen under the terms of this Agreement.

Maintenance, as used in this section, shall be understood to exclude the operation of switches to furnish current for security lights in stairwells and corridors. Maintenance of security lights shall not be excluded when workmen are performing productive work by the use of these lights if they exceed 3000 watts. Also excluded will be power and light up to 3000 watts for the use of workmen before and after regular working hours. When light and power are supplied in excess of 3000 watts, a Journeyman Wireman employed under the terms of this Agreement shall maintain it.

When a workman is employed on temporary installation, he shall perform other work if practical, if instructed to do so by his Employer. Temporary light and power maintained beyond the regular work hours Monday through Saturday midnight will be paid at one and one half (1 1/2) times the regular rate of pay. All work performed on Sunday and holidays, or days celebrated as such, will be double time. If it is necessary to have more than one man on temporary, both parties to this Agreement shall agree it.

This section may be waived by mutual consent by the parties to this Agreement when it is deemed necessary and proper, and does not expose workers to any safety hazard on the project.

- 3.20 When men are obliged to work beyond 6:30 p.m. or longer than six (6) hours beyond the regular lunch period, they shall be allowed time for lunch. This lunch period shall not exceed one half (1/2) hour.
- 3.21 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

ARTICLE IV

Standard Inside Apprenticeship Language

- 4.01. There shall be a Joint Apprenticeship and Training Committee (JATC) consisting of a total of six (6) members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of three (3) members each shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (N.E.C.A.) and the local union of the International Brotherhood of Electrical Workers (I.B.E.W.).

The local apprenticeship standards shall be in conformance with national guideline standards and policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

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

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

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

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

- 4.03 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.
- 4.04 There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement. The party they represent shall appoint all subcommittee members, in writing. A subcommittee member may or may not be a member of the JATC.
- 4.05 The JATC may select and employ a part-time or a full-time training director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the training director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.
- 4.06 To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority of issuing all job-training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job-training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

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

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two (2) years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

- 4.08 The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture a total number of apprentices not to exceed a ratio of one (1) apprentice to three (3) Journeyman Wireman normally employed in the jurisdiction, unless they are authorized and instructed to increase the number by the parties to the local I.B.E.W./N.E.C.A. collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct entry through organizing; as provided for in the registered apprenticeship standards.

- 4.09 Through the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If the JATC is unable to fill the request within ten (10) working days, and the JATC has less than a one (1) to three (3) ratio indentured; they shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

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

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

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

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

- 4.11 The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.
- 4.12 Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below.

<u>Number of Journeyman</u>	<u>Maximum Number of Apprentices/Unindentured</u>
1 to 3	2
4 to 6	4
7 to 9	6
E	E
97 to 99	66
etc.	etc.

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

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

All other physical locations where workers report for work are each considered to be a single, separate job site.

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

Apprentices, who have satisfactorily completed the first four (4) years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

- 4.14 Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this agreement.
- 4.15 The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

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

- 4.16 All employers subject to the terms of this agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship and training trust agreement. The current rate of contribution is 1 ½ %. 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.

All employers subject to the terms of this agreement shall contribute to the apprenticeship fund (Rochester Joint Apprentice and Training Committee for the Electrical Industry) in addition to the above-referenced 1½%, 35% of the pension and annuity Group A contributions referenced in Section 3.05A of the Amended Labor Agreement. The applicable fund office shall have the authority to allocate such 35% contribution to the apprenticeship fund. The parties agree that such allocation is authorized and is done prior to any contributions becoming plan assets of any fund.

ARTICLE V

Fringe Benefits - N.E.B.F. - N.E.I.F. Vacation and Holiday Deductions - Dues

- 5.01 It is agreed that in accord with the National Employees Benefit Agreement, 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 N.E.B.F., the individual employer will forward monthly to the N.E.B.F.'s designated local collection agent, an amount equal to three (3%) percent of his monthly labor payroll paid to, or accrued by, the employees in this bargaining unit and a completed payroll report prescribed by the N.E.B.F. The payment shall be made by check or draft and shall constitute a debt due and owing to the N.E.B.F. on the last day of each calendar month, which may be recovered by suit initiated by the N.E.B.F. or its assignee. The payment and the payroll report shall be mailed to reach the office of the

appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts and agrees to be bound by the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having 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 collection agent. The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall constitute a breach of the Labor Agreement.

- 5.02 **INSURANCE FUND** THE Employer shall comply with all the applicable provisions of the Trust Agreement establishing the "Electrical Workers Insurance Fund" entered into May 1, 1953, as amended. The Employer hereby agrees to pay into an Insurance Fund four dollars and twenty-five cents (\$4.25) per hour at a fixed hourly rate provided in the collective bargaining construction agreement, on worked hours, without regard to regular rate of pay.

If at any time the insurance Fund should terminate and the obligation of the Employer to pay into the Fund should cease, it is agreed the Employer at such time shall immediately increase the rate of hourly pay of the employee by the amount he would normally pay into the Fund. The Trust Agreement is available for inspection at the Fund Office.

- 5.03 **PENSION FUND** THE Employer hereby agrees to pay into a Pension Fund two dollar and eighty-two cents (\$2.82) per hour at a fixed hourly rate provided in the Collective Bargaining Construction Agreement on worked hours, without regard to regular rate of pay. If at any time the Pension Fund should terminate and the obligation of the Employer to pay into the Fund should cease, it is agreed the Employer at such time shall immediately increase the rate of hourly pay of the employee by the amount he would normally pay into the Fund. The Employer and the Union also hereby agree to make contributions to the Pension Fund on behalf of persons who were formerly covered under this Agreement or a prior Collective Bargaining Construction Agreement in accordance with the provisions of the Pension Fund. The employer agrees to pay into the Local 840 Pension Fund two dollar and eighty-two cents (\$2.82) to those members working in the former I.B.E.W. Local 840 jurisdiction.

The Employer and all Employers operating under this Agreement shall comply with and be bound by the terms of the instrument or instruments setting forth the Pension Plan of Local #86 International Brotherhood of Electrical Workers. These documents are available for inspection at the Fund Office. This Pension Fund shall be administered by a Board of Trustee's with equal representation on the Board by Employers and Employee groups in accordance with all existing applicable Federal and State Laws and regulations and any subsequently enacted legislation applicable thereto.

The entire expense for the setting up of this Fund and for its continued operation and maintenance shall be borne by the Fund.

Effective July 1, 1987 new apprentices shall be ineligible to participate in the Pension fund during their first two (2) periods of apprenticeship.

5.03B ANNUITY

Annuity Group "A". The employer hereby agrees to pay into the Annuity Fund on behalf of each employee in Group "A", two dollars and twenty-five cents (\$2.25) per hour (at a fixed hourly rate provided in the Collective Bargaining Construction Agreement), on worked hours without regard to regular rate of pay. The Employer agrees to pay into the Local 840 Annuity Fund two dollars and twenty-five cents (\$2.25) to those members working in the former Local 840 jurisdiction. All Employees covered by this Agreement shall be in the "A" group unless they have elected to be in the "B" group.

Annuity Group "B". A Journeyman Employee may sign an election card to be a member of Group "B" which shall be non-revocable until next June 1. By signing this election card, the Employee will receive one and one half dollars (\$1.50) per hour less in wages than Employees in Group "A". The Employer agrees to pay into the annuity Fund on behalf of each employee in Group "B" three dollars and seventy-five cents (\$3.75) per hour paid. When a Group "B" participant works a time and one-half hour he shall be paid an additional seventy-five (\$.75) cents into his annuity contribution. When a Group "B" participant works a double time hour he shall be paid an additional one dollar and fifty cents (\$1.50) into his annuity contribution. It is further understood that when an Employee properly and timely revokes this election, the Employer shall re-adjust his wages and contributions to the same rates as that for Group "A" Employees.

If at any time the Annuity Fund should terminate and the obligation of the Employer to pay into the Fund should cease, it is agreed the Employer at such time shall immediately increase the hourly pay of the Employee by the amount he would normally pay into the Fund. The Employer and the Union also hereby agree to make contributions to the Annuity Fund on behalf of persons who were formerly covered under this Agreement or a prior Collective Bargaining Construction Agreement in accordance with the provisions of the Annuity Fund.

The Employers and all Employers operating under this Agreement shall comply with and be bound by the terms of the instrument or instruments setting forth the Annuity Fund of Local #86 International Brotherhood of Electrical Workers. These documents are available for inspection at the Fund Office. This Annuity Fund shall be administered by a Board of Trustees with equal representation on the Board by Employers and the Employee groups in accordance with all existing applicable Federal and State Laws and regulations and any subsequently enacted legislation applicable thereto. The entire expense for the setting up of this Fund and for its continued operation and maintenance shall be borne by the fund.

Effective July 1, 1987 new apprentices shall be ineligible to participate in the Annuity Fund during their first two (2) period of apprenticeship.

5.04 VACATION AND HOLIDAY DEDUCTIONS

All employees working under this agreement shall have a vacation deduction from date of hire. The Employer hereby agrees to deduct from the pay of each employee subject to this Agreement the sum of (Article V, Section 5.04) three (3%) percent of gross wages to the nearest nickel per hour for each journeyman and forty (\$0.40) cents per hour for each apprentice for all hours actually worked (straight-time and over-time hours) and deposit the entire amount monthly into a bank designated by Local Union 86. Provided said employee has voluntarily agreed in writing that such a deduction may be withheld from his pay. The Union must notify the contractor three (3) weeks prior to pay rate change, not to be retroactive. All money deducted by the Employer during the year shall be applied to the employee vacation and holidays in the subsequent year.

The Employer shall make all legal payroll withholding for Income Taxes, Social Security, etc. from the employees total weekly pay and shall then withhold the full amount of vacation deductions for transmittal on a monthly basis to the Bank. The Bank shall then deposit to each individual's account the amount of money credited to him, and shall issue Holiday and Vacation checks from these accounts as directed by the Local Union. An employee may receive a draw on his Vacation Fund at any time. This does not relieve him of his obligation to take the required vacation as described in Section 5.04 of this Agreement.

The monthly transmittal on forms provided by Local Union 86 and the Bank must receive accompanying check not later than the fifteenth (15th) of the following month. Time off for vacation by each employee subject to this Agreement shall be scheduled each year beginning May 1st.

1) Each employee shall be required to take two weeks vacation each vacation year, which shall be from May 1st. through April 30th. Vacation may be taken in increments of no less than a full workday as specified in Section 3.01 of this agreement. Loss of time through unemployment, sickness, accident, death in the immediate family and jury duty may be credited towards the required two-week compulsory vacation.

(2) Any employee leaving the jurisdiction or trade may receive his monies upon application to the Local Union and presented to the designated Bank.

(3) In the event of death of the employee, any balance in his or her vacation and holiday fund shall be paid to the person or persons eligible as the benefactor to receive monies due and owing upon necessary proof to the designated Bank.

(4) During March of each year, the Local Union shall check the vacation records and any employee who has not taken his vacation, or has not made application for his vacation, shall be required to take his vacation at the earliest date that can be arranged with his employer.

5.05 **FRINGE BENEFITS** IN order to maintain continuity in the Health and Welfare Fund and the Pension Fund, the Joint Trustees may determine more contributions are necessary. Upon this determination Labor Management shall meet and may recommend to the Union

to adjust the base rate of pay to increase contributions during the length of this agreement. Only this item shall be discussed on its merits.

- 5.06 **MONTHLY REPORT FORMS TO** ease the burden on the part of the Employer, combined Report forms in conjunction with NEBF forms shall be furnished by the Union for the reporting and payment of all Fringe Benefits and Employee Deductions required under the terms of this Agreement, and the monthly payroll summary necessary to the Local Union Office for its records. Payments shall be made by check or draft, and shall be mailed to reach the designated office, bank, or Board not later than fifteen (15) calendar days following the end of the calendar month.

Effective December 29, 2002 contractors submitting fringe benefits and employee deduction required under the terms of this Agreement shall issue three (3) checks to be broken down as follows: one to the Funds Office, one to the Local #86 Union Office, and one to Finger Lakes Chapter N.E.C.A. Office.

The monies to be reported and submitted shall be as follows:

Funds Office – Pension, Annuity, Health and Welfare, RLMCT, Supplemental Medical Plan and Trust and JATC monies.

Union Office – Work assessment, vacation and COPE.

N.E.C.A. – NEBF, NEIF, AMF and NLMCC monies.

Payments made later than the fifteenth (15th) of the month to the Local Office shall have a penalty of fifteen (15%) percent of the delinquent contribution or fifteen (\$15.00) dollars, which ever is the greater sum. These payments shall be for C.O.P.E., Vacation and Working Dues.

Individual Employers who fail to comply with the applicable provisions of any of these Fringe Benefits and Employee Deductions 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 bank or Employee Benefit Board.

- 5.07 **BONDING AN** Employer contractor who has not had two (2) years covered employment requiring payment of contributions to the funds herein shall be required to post a single bond in the amount of twenty-five thousand dollars (\$25,000.00) securing the payment of these Funds against any default. A copy of said bond shall be furnished to Local Union #86, I.B.E.W. and the N.E.C.A. office for their files. Upon proof of no default for two years the requirement for furnishing the bond shall be waived. However, in the event of any default the parties to the Agreement jointly through the Fund Trustees may require such a bond from an Employer.

An Employer from another I.B.E.W. jurisdiction, upon proof of no default for two years for Funds in that jurisdiction shall not be required to post a bond. However, upon default, this Employer is subject to the same conditions as set above while working in this jurisdiction.

The parties to this Agreement may waive this requirement upon mutual consent, whenever deemed necessary.

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

1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.
2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

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

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

5.09 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each I.B.E.W. member. The amount to be deducted shall be the amount specified in the approved Local Union by-laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

5.10 I hereby authorize the Company to deduct from my pay the sum of two cents (\$0.02) per hour actually worked and to forward that amount to the International Brotherhood of Electrical Workers, AFL-CIO Committee on Political Education, 1125-15th Street, NW, Washington, D.C. 20005. This authorization is signed voluntarily and on the understanding that the I.B.E.W.- C.O.P.E. will use that money to make political contributions and expenditures in connection with federal, state, and local elections and that this voluntary authorization is in response to a joint fund raising effort by the I.B.E.W. and the AFL-CIO.

5.11 NLMCC FUND

Section 1, The parties agree to participate in the N.E.C.A.-I.B.E.W. National Labor-Management Cooperation Fund, under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. ss175 (a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. ss186 (c)(9). The purpose of this Fund includes the following:

- (1) To improve communication between representatives of labor and management;

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

Section 2: The fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 3: Each employer shall contribute one (\$0.01) cent 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 Finger Lakes New York Chapter, N.E.C.A., or its designed, shall be the collection agent for this Fund.

Section 4: If an Employer fails to make the required contribution 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 fifteen (15%) percent of the delinquent payment, but not less than the sum of twenty (\$20.00) dollars, for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the fund due to the delinquency of the payments. Such 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 (10%) percent per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

5.12 ADMINISTRATIVE MAINTENANCE FUND

Each Employer signatory to this agreement shall contribute one half of one percent (1/2 of 1%) of gross labor payroll for all work covered by this agreement to the AMF.

The fund shall be administered solely by the Finger Lakes New York Chapter, National Electrical Contractors Association, Inc., and shall be utilized to pay for the Association's cost of the labor contract administration including negotiations, labor relations, disputes and grievance representation performed on behalf of the signatory Employers. In addition, all other administrative functions required of management such as service on all funds as required by Federal Law.

The AMF contribution shall be submitted with all other benefits as delineated in the labor agreement by the fifteenth (15th) of the following month in which they are due to the administrator receiving funds. In the event any Employer is delinquent in submitting the required Administrative Maintenance Fund to the designated administrator, the administrator shall have the authority to recover any funds, along with any attorney fees, court cost, interest at one (1%) percent per month and liquidated damages receiving such funds. The enforcement for the delinquent payment to the fund shall be the sole responsibility of the fund or the employer not the Local Union. These monies shall not be used to the detriment of the I.B.E.W.

Payment shall be forwarded monthly to the designed depository 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 by the individual employer.

5.13 I.B.E.W. Local 86/N.E.C.A. LMCT

Each Employer signatory to this agreement shall contribute eleven cents (\$0.11) per hour worked under this agreement for every bargaining unit employee. 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 contribution shall be tendered with the insurance and pension contributions required under this agreement and shall be subject to the LMCT's Collections Policy.

5.14 Supplemental Medical Plan and Trust

The employer here by agrees to pay into the Supplemental Medical Plan and Trust (*****) per hour at a fixed hourly rate provided in the Collective Bargaining Construction Agreement, on hours worked without regard to regular rate of pay. If at anytime the Supplemental Medical Plan and Trust should terminate, the obligation of the employer to pay into the fund should cease, it is agreed that the employer at such time shall

immediately increase the hourly pay of the employee by the amount he would normally pay into the fund.

ARTICLE VI

- 6.00 It is the Employer's Exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

There shall be a Joint Safety Committee consisting of 3 members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal or greater than the Standards for construction as established by the Occupational Safety and Health Act of 1970 as amended, or other applicable Federal or State Laws. These safe work rules that as recommended by the committee shall be submitted to the parties to this Agreement to be used as a part of this collective bargaining process. Any proposed changes or revisions in these safe work rules shall first be considered by this Committee for their concurrence and recommendations before being acted upon by the parties to this Agreement. All educational safety programs sponsored by the Joint Safety Committee shall be funded through the Joint Apprenticeship and Training Committee.

It shall be the function of this Committee to meet to study and update these safety rules for the benefit of both parties. This committee shall also review potentially hazardous situations involving chemical toxins, carbon monoxide, or other unsafe work conditions. The party they represent shall select members of the Joint Safety Committee.

The objective of strict observation of these recommended safe work rules and other effective safety precautions is for the sole purpose of eliminating or reducing the incidence of accidents of any nature by electrical workers and the Employer.

Radiation Work Areas

- 6.01 Employers contemplating projects in atomic laboratories, atomic plants or in the premise of anyone engaged in the building or storage of significant amounts of radioactive materials shall inform the Local Union before sending workmen into such a building or area.

Radiation in these areas shall be properly measured before the work commences and during the job process at frequent intervals.

In addition, all applicable Nuclear Regulatory Commission, federal and state standards shall be observed at all times by the Employer and the Employees. Employees may refuse to work in such an unsafe area subject to approval of competent authorized authority and it is mutually agreed the area is safe to perform work in as instructed by the Employer.

- 6.02 A cumulative record of the employee's exposure to internal and external radiation shall be maintained by the Employer and a report shall be furnished to each employee of the employee's exposure (a) annually, (b) upon termination of employment; or (c) when a request is received from the employee.
- 6.03 All proper and adequate protective clothing and equipment shall be furnished by the Employer.
- 6.04 All workers engaged in radiation work shall be adequately instructed, before and during such employment in the precautions to take for their protection as it regards their health and safety and the reasons therefore. In addition, work procedures shall be made available to the workers.
- 6.05 (a) The company agrees to plan work so that employees will not receive more than 300 MREM of gamma radiation exposure on a single occasion or during any seven day period nor more than 1250 MREM gamma radiation exposure in any calendar quarter nor more than 4.5 REM gamma radiation exposure annually at no time exceed current NRC Rates.
- (b) When a company believes that it cannot reasonably plan the work to comply with (a) above, it shall inform the appropriate Union representative of any proposed departure therefrom and the reasons therefore. The company shall give appropriate consideration and any reasonable cause, from the Union's point of view, as to why no such departure should occur.
- 6.06 If an employee reaches any of the maximum exposures in (Section 6.05(a)) above, he shall be offered employment in a non-radiation area for the remainder of such periods or the duration of the job, whichever is longer, with no reduction in pay.
- 6.07 Every effort shall be made to restrict the exposure of workers to ionizing radiations to the lowest level and any unnecessary exposure shall be avoided by all parties concerned.
- 6.08 Employers shall be responsible to reimburse employees for the replacement of personal items that are contaminated, subject to all the following conditions:
- 1) Employees shall use all due care to prevent such contamination.
 - 2) Employers will not be responsible for those items taken into a hot area at the option of the employee and not required for performance of the job.
 - 3) Personal items shall be defined as clothes, shoes, glasses, hearing aids, or tools. All other personal items are excluded providing the Employer provides proper locked storage for each employee involved.

ARTICLE VII

STANDARD INSIDE REFERRAL

- 7.01 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 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.
- 7.02 The Union shall be the sole and exclusive source of referral of applicants for employment.
- 7.03 The Employer shall have the right to reject any applicant for employment.
- 7.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or nonmembership in the Union and such selection and referral 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.
- 7.05 The Union shall maintain a register of applicants for employment established based on the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN

Group 1. All applicants for employment who have four or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a journeyman's examination given by a duly constituted inside construction Local Union of the I.B.E.W. or has been certified as a journeyman wireman by any inside Joint Apprenticeship and Training Committee and who have been employed performing electrical work for a period of at least one year in the past four years in the geographical jurisdiction of I.B.E.W. Local Union 86.

Group 2. All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as Journeyman Wireman by any Inside Joint Apprenticeship Committee.

Group 3. All applicants for employment, who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for at least six months in the last three years in the geographical area covered by the Collective Bargaining Agreement.

Group 4. All applicants for employment who worked at the trade for more than one year.

- 7.06 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".
- 7.07 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.
- 7.08 "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

County	Township	
Genesee	Batavia*	Elba*
	Bergen	Le Roy
	Bethany	Pavilion
	Byron	Stafford
Livingston	Entire County	
Monroe	Entire County	
Ontario	Entire County	
Orleans	Clarendon	Murray
	Kendall	
Seneca	Fayette	Seneca Falls
	Junius	Tyre
	Ovid	Varick
	Romulus	Waterloo
Yates	Entire County	
Wayne	Arcadia	Palmyra
	Galen	Savannah
	Lyons	Sodus
	Macedon	Walworth
	Marion	Williamson
	Ontario	
Wyoming	Castile	Middlebury
	Covington	Perry
	Gainsville	Pike
	Genesee Falls	Warsaw

* That portion east of the line following the Little Tonawanda Creek north to the Tonawanda Creek, north on Tonawanda Creek to the City limits of Batavia, northwest and northeast around the City limits, but including the City of Batavia, (in effect prior to February 1, 1970) to state Highway 98, north on 98 to Orleans County.

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

- 7.09 "Resident" means person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.
- 7.10 "Examination" - An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety days. An applicant shall be eligible for examinations if he has four years' experience in the trade.
- 7.11 The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.
- 7.12 An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".
- 7.13 An applicant who is hired and receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.
- 7.14 Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group 1, in 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 2, then Group 3, and then Group 4. 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 the group.
- 7.15 The only exception, which shall be allowed in this order of referral, are as follows:
- (a) When the Employer states bonafide 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.

- 7.16 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.
- 7.17 It shall be the Function of the Appeals Committee to consider any complaints of any employee or applicant for employment arising out of the administration by the Local Union of Section 7.04 through 7.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but 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.
- 7.18 A representative of the Employer or of the Association as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral procedure records at any time during normal business hours.
- 7.19 A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the office of Local Union and in the offices of the Employers who are parties to this Agreement.
- 7.20 Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.
- 7.21 When making reductions in the number of employees due to lack of work, Employers shall use the following procedure: (a) Temporary employees, if any are employed, shall be laid off first. Then employees in Group 4 shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group 3, if any are employed in this Group, then those in Group 2, and then those in Group 1. (b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 7.15 (a) is required. (c) Supervisory employees covered by terms of this Agreement will be excluded from lay off as long as they remain in supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate Group in paragraph (a) above.

SEPARABILITY CLAUSE

Should any provisions 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.

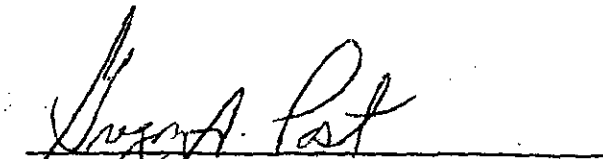
THIS AGREEMENT IS SUBJECT TO APPROVAL OF THE INTERNATIONAL PRESIDENT OF THE I.B.E.W. AND THE NATIONAL OFFICE OF N.E.C.A.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 27th day of May, 2002.

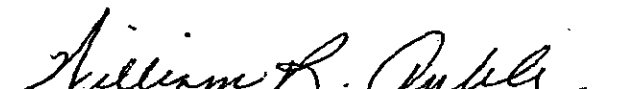
SIGNED FOR THE EMPLOYERS:

SIGNED FOR THE LOCAL UNION No. 86:


Chairman
Henry Cashette


President
Gregory A. Post


NECA, Assistant Chapter Manager
Carl Swetman


Business Manager
William R. Auble

5/28/02
Date

5/28/02
Date

