
AGREEMENT AND WORKING RULES

between

NEW YORK ELECTRICAL
CONTRACTORS ASSOCIATION, INC.

ASSOCIATION OF ELECTRICAL
CONTRACTORS, INC.

and

LOCAL UNION No. 3
International Brotherhood
of Electrical Workers, AFL-CIO

May 11, 2001 — *MAY 13, 2004*

K 8537
11,000 workers

86 pp.

AGREEMENT AND WORKING RULES 5/11/01

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AGREEMENT entered into by and between

NEW YORK ELECTRICAL
CONTRACTORS ASSOCIATION, INC.

ASSOCIATION OF ELECTRICAL
CONTRACTORS, INC.

hereinafter called the "Employer", and

LOCAL UNION NO. 3 of the
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO

hereinafter called the "Union".

The terms herein shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. The term "Employer" shall mean each employer who is a member of the New York Electrical Contractors Association, Inc., the Association of Electrical Contractors, Inc. and each independent electrical contractor who signs a copy of this Agreement and the term "Union" shall mean Local Union No. 3, I.B.E.W. The term "Employer" shall also mean an individual who has been recognized by an assent to this agreement. The parties hereto are desirous of preserving the harmonious and stabilized working conditions in the Electrical Contracting Industry do hereby enter into this Agreement as set forth below:

This Agreement is to cover the jurisdiction of Local Union No. 3 of the International Brotherhood of Electrical Workers, AFL-CIO in New York City. This Agreement covers inside work.

WITNESSETH:

PREAMBLE

Section 1. The intent and purpose of this Agreement is to effectuate the spirit and policies of industrial stability, and to endeavor to raise the general level of the industry consistent with the trends of a more equitable relationship between the employer and the employee.

Section 2. The vital interest of the public, the employer and the employee in an industry are inseparably bound together. All will benefit by a continuous peaceful operation of the industrial process and the dedication to the means of production for the common good.

Section 3. It is recognized and agreed that Union electricians are on the average better trained and qualified to perform electrical work. It is further agreed that due to the efficiency of the members of the Union, they are all entitled to receive the recognized legal prevailing rate of wages, which has been established in New York City, plus all benefits established in this Collective Bargaining Agreement, and are entitled to such compensation as if employed steadily for the entire year, which may not be the case. The necessity of education, the years of apprenticeship and vocational school attendance and the additional necessary study and training to keep abreast of the continual changes, developments and innovations in the many varied branches of the electrical trade plus the hazardous nature of the work which is at all times a threat to life, limb, health and safety, impel the Employers to agree with the Union's contention that Union electrical workers should be employed by all electrical firms licensed to perform electrical work and also on every electrical job in New York City at the prevailing rate of wages.

The Industry, however, is a highly competitive one and has for many years suffered the consequences of substandard competition fostered by employers who have failed to negotiate collective bargaining agreements with their employees. For this and other reasons it is recognized that on certain types of work it is necessary for the members of the Union to agree to a secondary rate of pay. The Employers agree not to take advantage of this situation and further agree that at such time as an impartial study of competitive conditions in the electrical contracting industry indicates that a secondary wage scale is no longer necessary they will wholeheartedly cooperate in the Union's efforts and desires to have every electrical worker in New York City receive the recognized legal prevailing wage scale.

Section 4. It is recognized and agreed that the electrical industry's comprehensive non-discriminatory Apprenticeship Program and the Union's Training Program to promote minority training in the electrical industry and its comprehensive organizational program, whereby the Union has organized and continues to organize without discrimination all employees of non-union electrical contractors, have

provided ample and sufficient training for persons desiring to become electricians. The Union and the Contractors agree to the continuing development and improvement of an affirmative action program to preclude discriminatory practices by any parties to this Agreement against race, religion, color, sex, age, marital status, national origin, sexual preference, or against persons with physical or mental handicaps who may be qualified for employment under this Agreement. It is further recognized and agreed that never before has the Electrical Industry faced a more critical challenge than it does today. Productivity must be increased to meet the threat of economic and inflationary pressures that can destroy our industry. Every member of Local Union No. 3 and the Electrical Contractors shall seek and encourage the greatest possible productivity through:

1. New and improved methods of electrical installation.
2. The use of modern efficient tools and equipment.
3. The elimination of non-productive time wasting practices.
4. The close supervision of starting and quitting times and lunch periods.
5. The development of a positive attitude and a cooperative spirit towards a "TEAM EFFORT".

The cooperation and support we must receive from these efforts will in large measure contribute to the progress of our industry, the success of our contractors and the security of our electricians.

Section 5. There shall be no unlawful discrimination as to race, creed, color, national origin, sex, age, disability, sexual orientation, marital status or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training, apprenticeship, promotion, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment.

ARTICLE I

Section 1. The terms of this Agreement or any modifications thereof shall be binding, until its termination as defined in Section 2 of

this Article, upon all Contractors employing electrical workers and shall cover the territory where Local Union No. 3 has jurisdiction. Any masculine references used in this Agreement, for convenience only, shall refer to both male and female employees. Any reference to electricians shall mean journeymen, journeywomen, journeyperson and apprentices.

Section 2. (a) This Agreement including the working rules contained in Article III hereof, which are a part of this Agreement, shall become effective on May 10, 2001, except as otherwise provided in this Agreement, and shall remain in effect until May 13, 2004, and from year to year thereafter, provided, however, any party hereto may terminate this Agreement on May 13, 2004, and any time thereafter by giving the other party at least ninety (90) days notice in writing of modification or termination prior to May 13th of such year.

(b) The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

(c) Pursuant to Rule XIV of the Rules and Regulations of the Joint Industry Board, there shall be submitted to arbitration any question or controversy or dispute between parties to this Agreement. If the Joint Industry Board fails to reach a decision or an appeal is taken from its decision, the Council on Industrial Relations for the Electrical Industry may be selected as the arbitration agency. Any decision made by the Arbitrator shall be final and binding on all parties to the dispute.

(d) Should any party to this Agreement desire to modify or amend any article in this Agreement, notice in writing specifying the article desired changed must be given to the other parties. Such changes shall be made by mutual consent of all parties, provided same are in writing and signed by all parties.

(e) 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.

(f) All employees employed by the Employer, shall, as a condition of employment, be or become members of the Union on the 11th day following the beginning of their employment. All employees who are or become members of the Union shall remain members of the Union during the term of this Agreement as a condition of employment.

ARTICLE II

Section 1. There shall be a Joint Industry Board consisting of fifteen (15) persons representing the Union and fifteen (15) persons representing the Employers. The Joint Industry Board may petition the United States District Court for the Eastern District of New York or another competent body for the appointment of a person to represent the public and become an ex-officio member of the Joint Industry Board. Within ten days after the execution of this Agreement, the parties shall notify each other in writing of the names of their representatives to this Joint Industry Board.

Section 2. The Joint Industry Board shall establish rules and regulations under which it will operate and shall have the power to modify or amend such rules and regulations and will seek to promote harmony between the Employers and the Employees in the industry, and will study and institute a program which will make it possible for the industry to be of greater assistance to those purchasing services, the potential purchasers and the general public. All rules and regulations, modifications or amendments thereto shall be sent in printed form to all parties to this Agreement and all individual employers employing electricians represented by Local Union No. 3 under the terms of this Agreement.

Section 3. The Joint Industry Board shall administer the Pension, Hospitalization and Benefit Plan of the Electrical Industry. All Employers shall remit weekly the following percentages of the standard gross wages to the Pension, Hospitalization and Benefit Plan:

1st, 2nd, 3rd and 4th yr. Apprentices	27.61%
5th yr. Apprentices	11.10%
"M" Helpers	27.61%
"MIJ" and Journeypersons on "M" rated work	11.10%
Journeypersons on "A" rated work	27.61%

Whenever used in this Agreement, the term "Standard Gross Wages" is defined as the wages calculated at the regular straight time hourly wage including the straight time portion of overtime pay for all hours worked.

Section 4. The Joint Industry Board shall administer the Dental Benefit Plan of the Electrical Industry.

(a) The Employers shall remit weekly, for other than their "M" and "MIJ" Journeypersons, 3.04% of the standard gross wages to the Dental Benefit Plan.

(b) The employers shall remit weekly 2.04% of the standard gross wages for their "M" and "MIJ" Journeypersons.

Section 5. The Joint Industry Board shall administer the Annuity Plan of the Electrical Industry. Employers shall make contributions as follows:

1st, 2nd, 3rd and 4th yr. Apprentices	30¢ / hour
"MIJ" and Journeypersons on "M" rated work	35¢ / hour
"M" Helpers	30¢ / hour
Journeypersons on "A" rated work	\$1.00 / hour

There shall be no cap on the amounts contributed to the Annuity Plan of the Electrical Industry on behalf of a participant.

Section 6. The Joint Industry Board shall administer the Additional Security Benefits Plan of the Electrical Industry. Employers shall contribute to the Plan on behalf of its employees as follows:

- a) 1st, 2nd, 3rd and 4th year Apprentices;
 - i) \$2.00 per hour, and
 - ii) 11.2% of the employees standard gross wages in lieu of contributions to the vacation holiday plan.

- b) "MIJ" and Journeypersons on "M" rated work;
 - i) \$2.00 per hour, and
 - ii) an amount equal to the employee's weekly payroll deductions for FICA (Social Security and Medicare) in lieu of the payment of the Employee's FICA and will instead make this contribution to the ASBF. In no instance shall the annual cumulative contributions to an employee's Additional Security Benefit Fund account for this purpose exceed the maximum annual contribution to FICA as required by law. The Joint Industry Board shall advise the Contractor of the employee's status at the time of employment, and
 - iii) 11.2% of the employee's standard gross wages in lieu of contributions to the vacation holiday plan.

- c) "M" helpers
 - i) \$2.00 per hour, and
 - ii) 11.2% of the employees standard gross wages in lieu of contributions to the Vacation / Holiday Expense Fund.

- d) Journeypersons on "A" rated work:
 - i) Effective May 10, 2001 \$5.50/hour
Effective May 8, 2003 \$6.00/hour
 - ii) The Employer shall contribute weekly to the Additional Security Benefit Fund an amount equal to the employee's weekly payroll deduction for FICA (Social Security and Medicare contributions). In no instance shall the annual cumulative contributions to an employee's Additional Security Benefit Fund account for this purpose exceed the maximum annual contribution to FICA as required by law. The Joint Industry Board shall advise the Contractor of the employee's status at the time of employment, and
 - iii) In addition to the contributions made in accordance with paragraphs (i) and (ii) above, all employers shall remit weekly, on behalf of the Journeypersons they employ on "A"

rated work, 12% of their standard gross wages to be in lieu of the vacation holiday plan contributions.

Section 7. The Joint Industry Board shall administer the Deferred Salary Plan of the Electrical Industry. All "A" rated Journeypersons shall participate in the Plan by deferring a minimum of 1% of their gross weekly wage. All deferred wages shall be forwarded weekly to the Joint Industry Board or such other entity designated by the Trustees of the Deferred Salary Plan to receive said deferred wages at the time periods established by the Plan Trustees and they shall be credited to the Participants' accounts.

Section 8. Vacations

Regardless of whether or not a participant withdraws money for a Vacation Expense, each participant must take vacation time off each year for the length of time for which he or she is entitled to a vacation expense.

a) All employees for whom contributions are made to the Additional Security Benefits Plan on their behalf instead of the Vacation/Holiday Expense Plan shall be entitled to receive vacation and holiday expense from the Additional Security Benefits plan in accordance with its established rules.

b) All participants in the Vacation/Holiday Expense Fund shall be paid expenses from the Vacation/Holiday Expense Fund in such amount as may be determined by the Vacation/Holiday Committee through March 31, 2002. The weekly vacation benefit shall not exceed the normal weekly wages of the participant, which is in effect on July 1 of each vacation year.

All participants covered by this Agreement, who are eligible to receive a vacation expense, except as hereinafter provided, shall receive expenses for a two (2) week vacation each year.

Participants who are eligible to receive a Vacation Expense and who have worked for or have been unemployed and available for work for contributing Employers seven (7) years or more as of March 1st shall be granted expenses for a three (3) week vacation each year.

Participants who are eligible to receive a Vacation Expense and who have worked for or have been unemployed and available for work for

contributing Employers for fifteen (15) years or more as of March 1st shall be granted expenses for a four (4) week vacation each year. Participants who are eligible to receive a Vacation Expense and who have worked for or have been unemployed and available for work for contributing Employers for thirty (30) years or more as of March 1st shall be granted expenses for a five (5) week vacation each year.

In the event a participant starts work in the Industry after the start of the vacation eligibility period, consideration for a partial vacation will be given.

Between June 15 and September 15 the continuous length of vacation shall not be more than two (2) weeks, except as mutually agreed upon by the Employer and the Employee.

c) Holidays

New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, Harry Van Arsdale Jr.'s Birthday which shall be celebrated on the day after Thanksgiving Day and Christmas Day shall be paid holidays. In the event any of the regular holidays fall on a Saturday, this holiday will be celebrated the preceding Friday. In the event any regular holiday falls on a Sunday, it will be celebrated the next day, Monday.

i) When a holiday occurs, each participant in the Vacation/Holiday Expense Fund employed pursuant to this Agreement shall receive from the Vacation/Holiday Expense Fund a holiday benefit equivalent to his/her normal day's wages while the Fund is still in effect.

When the Vacation/Holiday Expense Fund is in effect, it shall make the appropriate annuity payment for each paid holiday. Said payment shall be made to the employee's individual annuity account in accordance with the schedule set forth in Article II, Section 5.

ii) When a holiday occurs, each employee for whom contributions are made to the Additional Security Benefits Fund instead of the Vacation/Holiday Expense Fund, shall be entitled to be paid their normal wages for said Holiday from his/her Additional

Security Benefits Fund account in accordance with its established rules.

For both (i) and (ii) above:

In accordance with Article III, Rule 4(e) of this Agreement, electricians working on the holiday shall be paid by the Employer at the rate of time and one-half for those hours worked. This shall be in addition to the holiday benefit above.

It is agreed, if a participant in the Vacation/Holiday Expense Fund covered by this Agreement is laid off within one week before or employed within one week after a paid holiday occurs, then the Vacation/Holiday Expense Fund shall pay the participant for the paid holiday.

Any employee who is a participant in the Vacation/Holiday Expense Fund and who has an unauthorized absence on the work day immediately before, or immediately after a "Paid Holiday" shall not be entitled to be paid for same.

Section 9. The Joint Industry Board shall supervise the Educational and Cultural Trust Fund established for educational, cultural, charitable and philanthropic purposes. Contributions to the Educational and Cultural Trust Fund shall be on the standard gross wages as follows:

Journey persons on "A" Rated work, "M" Helpers and 1st, 2nd, 3rd or 4th year Apprentices:	1.00%
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Journey persons on "M" Rated work and 5th year Apprentices:	.50%
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The Fund, in addition to its other functions, may grant eligible Journey person electricians and other participants an opportunity to attend educational courses conducted at Bayberryland, and pay a sum up to six hundred twenty-five dollars (\$625.00) for a one (1) week course of study, at the satisfactory conclusion of their studies.

Section 10. The parties to this Agreement hereby agree to and shall be bound by the provisions of the Plan and Trust documents established and maintained for purposes of implementing the benefits provided for in this Article as if such documents were incorporated

into and made a part of this Agreement, including but not limited to, the delinquency and collection procedures of the Plan and the requirements of ERISA.

Section 11. Benefit contributions to the Pension, Hospitalization and Benefit Plan, the Dental Benefit Plan, the Educational and Cultural Trust Fund and the Joint Industry Board will be paid on straight time and on the straight time portion of overtime only ("standard gross wages"). Benefit contributions and payments to the National Electrical Benefit Fund, the Electrical Employers Self Insurance Safety Plan and that portion of the contributions to the Additional Security Benefit Fund which is based upon the FICA withholdings, shall be paid on the entire gross payroll.

Section 12. (a) An Employment Committee consisting of three Employers and three Union representatives designated by the parties to this Agreement shall be granted the authority to continuously review the activities, records and reports of the Employment Plan as administered by the Employment Department of the Joint Industry Board.

(b) The Employment Plan of the Electrical Contracting Industry, as amended in 2001, and from time to time thereafter, shall remain in effect as part of this Collective Bargaining Agreement.

Section 13. The Joint Industry Board shall administer the Employment Plan of the Electrical Industry, the Apprenticeship and Training Plan, the Legal Services Plan, and the Clothing and Tool Plan.

Section 14. The cost of the administration of the Joint Industry Board shall be borne by the Employers of the Industry, and shall for all purposes constitute an expense of doing business of the Employers under this Agreement. Commencing May 10, 2001, the Employers shall remit 1.033% of their weekly production payroll to the Joint Industry Board for all employees except "M" and "MIJ" Journeymen to be allocated as follows:

a)	Apprenticeship and Training Plan	.46%
b)	Legal Assistance Benefit Plan	.25%
c)	Reimbursement of Tool and Clothing Losses	.04%
d)	Other Industry Related Expenses	.25%

ARTICLE III

The following Working Rules shall be part of this Agreement:

Rule 1. Journeyperson Electricians shall not contract for any electrical work or carry a license for any Employer. Journeyperson Electricians shall not work for employers who are not parties to this Agreement or a separate agreement containing the same terms as this Agreement, or for Employers who do not comply with the terms of this Agreement and the Working Rules. This rule does not apply to regular maintenance work and organizing activities.

Rule 2. (a) It is recognized that economic planning is necessary and essential to maintain industrial stability and that statistics are vitally important to accomplish this. Therefore, it is agreed that individual Employers shall furnish to the Joint Industry Board a summary sheet of their weekly payroll. This summary sheet shall be mailed for the current week every Monday or submitted in acceptable electronic form. Uniform blanks for this purpose shall be furnished by the Joint Industry Board. The affidavit form on these blanks shall be sworn to by the Employer, if so required. Form of summary sheets shall be mutually agreed upon. Any Employer who repeatedly fails to carry out this requirement shall be summoned to appear before the Joint Industry Board and in the event such Employer fails to satisfy the Joint Industry Board as to the reason for their repeated failure to meet the requirement, such Employer may be required to pay monies as liquidated damages. All monies collected as liquidated damages shall be paid to the specifically affected funds.

(b) An individual Employer shall maintain a permanent place of business, with a business telephone, and open to the public during normal business hours. This place of business shall not be connected with, or be a part of, a domestic establishment. It is further understood that the word "Employer" is defined as any individual, partnership or corporation engaged in the electrical contracting industry and who has a license, or a business associate who carries a license which has been duly issued by the Department of Buildings, Bureau of Electrical Control.

(c) Opportunity for field training will be provided for the Employer's sons and daughters where this training is intended

to qualify the individual to succeed to a management position in the firm.

(d) 1. The individual Employer shall carry unemployment insurance for every electrical worker in his employ, regardless of the number of employees, and shall pay for same to the New York State Unemployment Insurance Fund and shall file with the Union the identification number issued by the New York State Department of Labor, Division of Employment.

2. Job safety meetings shall be held solely at the discretion of the Employer.

3. Every individual Employer shall carry Workers' Compensation and such other insurance as may be required by the laws of the State of New York, and shall furnish satisfactory proof thereof to the Union. In an effort to increase compensation payments to injured electrical workers, injured on the job, every individual Employer agrees to participate in the Electrical Employers Self Insurance Safety Plan (EESISP), with exceptions as recommended by the Joint Industry Board. The Joint Industry Board shall, at the direction of the Executive Committee, administer the operation of EESISP. Those electrical workers, suffering from the injuries defined by the Executive Committee of EESISP as qualifying for supplemental benefits, may be paid a supplemental benefit up to \$155 per week in addition to the statutory workers' compensation payments. The supplemental benefit shall be in an amount which, when added to the statutory benefit, will not exceed two thirds (2/3) of the individual's wages.

4. Every Employer agrees to be a member of and participate in the Electrical Industry's Self Insurance Disability Plan, with exceptions as recommended by the Joint Industry Board. As participants in the above Plan, Employees of the Employer shall receive up to One Hundred Seventy Dollars (\$170.00) per week for twenty-six (26) weeks of disability benefits.

In those disabilities defined by the Executive Committee of the Electrical Employers Self Insurance Safety Plan, the weekly disability benefit rate shall be Four Hundred Twenty Dollars (\$420.00), which is over and above the disability benefits provided for under the New York State Disability Benefits law.

The premium rate for disability benefits shall be one-half of one percent (.50%) to adequately fund the statutory and supplemental disability benefits.

5. If an individual who received supplemental Workers' Compensation or supplemental disability benefits has a recovery from a third party, the individual must reimburse EESISIP for the total amount of all supplemental benefits as well as EESISIP's recoverable statutory lien.

6. The Joint Industry Board shall appoint a committee composed of an equal number of employer and employee representatives to maintain a program for the administration and adjudication of Workers' Compensation claims by Alternate Dispute Resolution, to be administered by EESISIP, and for the selection of health care providers and facilities to render medical and related treatment of work-related injuries and illnesses, pursuant to subdivision 2-C of Section 25 of the Workers' Compensation Law. Such programs established by the Committee are subject to the final approval of the signatories to this Agreement.

(e) It is mutually agreed that the parties to this Agreement shall participate in and financially support the activities of the Construction Industry Drug and Alcohol Abuse Program (CIDAAP) sponsored by the Building Trades Employers' Association (BTEA).

(f) Every individual Employer agrees in addition to his regular work to solicit and perform residential, industrial and small types of work. The Employer will continually endeavor to make available and increase the volume of employment for electrical workers through salesmanship, enterprising business methods, being properly equipped to render efficient electrical services to the community, by promoting and encouraging modern installations and aiding the industry to educate the public of the need for improved electrical installations and expansion.

(g) (1) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under

the name of another, as a corporation, company, partnership, or any other business entity including a joint venture, wherein the Employer, through its officers, directors, partners or stockholders, exercises either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for handling of grievances and the final and binding resolution of disputes.

(2) As a remedy for violation of this section, the Joint Industry Board, pursuant to its Rules is empowered, in its discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violations of this section nor does it make the same or other remedies unavailable to the Union for violations of other sections or other Articles of this Agreement.

(3) If, as a result of violations of this Section, it is necessary for the Union and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (2) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or fund trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

(h) It is mutually agreed that two (2) Employers may enter into a Joint Venture Arrangement to perform contracts in excess of \$6,000,000.

(i) Every individual Employer agrees to employ a minimum of one Journeyman steadily for the period of this Agreement. Such employment may be as a Foreman or Journeyman on any type of work including maintenance, jobbing,

repair, etc. Any Employer who is not capable of complying with the above clause may upon presentation of the facts have a hearing on such case and by an action of the Joint Industry Board special consideration may be given to the individual's case.

Rule 3. (a) The work week of Journeypersons shall commence on Wednesday at 4:01 P.M. and end the following Wednesday, at 4:00 P.M. The employee shall be prepared for work for the full period of the work day in effect. Failure to adhere to the hours of work shall be cause for termination.

(b) The hours of labor for Journeypersons shall be five (5) hours per day; said hours shall be performed from 8:00 A.M. to 11:30 A.M. and from 12:30 P.M. to 2:00 P.M. every day except Saturdays, Sundays and holidays. It is agreed that Journeyperson Electricians shall work a sixth and seventh hour at straight time.

(c) In order to increase efficiency, at the Employer's option and upon written notice and explanation to the Joint Industry Board, the work day on specific jobs may be shifted by a maximum of one (1) hour earlier or later than the normal work day at straight time pay. Upon application by an Employer to the Joint Industry Board to stagger the lunch hour on a specific job, the Joint Industry Board will consider such Employer's request for a staggered lunch hour for one hour before or after the regular time at the regular rate of pay in order to minimize waste time and ensure productivity.

(d) The hours of labor on "M" rated work shall be seven (7) hours per day; said hours shall be performed from 8:00 A.M. to 11:30 A.M. and from 12:30 P.M. to 4:00 P.M. every day except Saturdays, Sundays and Holidays. Said Journeypersons shall work an eighth hour at straight time.

(e) Apprentices shall work the same hours as the Journeypersons to whom they are assigned and as described in paragraphs (b) (c) or (d) above, at straight time rates of pay.

(f) The minimum hourly rate for Journeyperson Electricians on "A" rated work shall be as follows:

Effective May 10, 2001	\$37.00 per hour
Effective May 9, 2002	\$39.00 per hour

Effective May 8, 2003

\$41.00 per hour

All hours worked in excess of seven (7) hours shall be paid at the rate of time and one-half.

(g) The hourly rates for General Foreman, Foreman and Sub Foreman shall be at least the same amount as specified in Rule 11.

(h) The minimum hourly rate for Journeyperson Electricians on "M" rated work shall be as follows:

Effective May 10, 2001	\$ 21.50 per hour
Effective May 9, 2002	\$ 22.60 per hour
Effective May 8, 2003	\$ 23.80 per hour

(i) The minimum hourly rate of wages for Apprentices shall be as follows:

Effective	May 10, 2001	May 9, 2002	May 8, 2003
1st year	\$11.25/hour	\$11.75/hour	\$12.25/hour
2nd year	\$13.55/hour	\$14.30/hour	\$15.05/hour
3rd year	\$15.40/hour	\$16.15/hour	\$17.15/hour
4th year	\$17.10/hour	\$18.10/hour	\$19.10/hour

(j) It is further agreed that each individual Employer shall pay the employee's share of FICA (Social Security and Medicare contributions) for all "A" Apprentices.

(k) The minimum hourly rate for "M" helpers shall be as follows:

Effective	May 10, 2001	May 9, 2002	May 8, 2003
1st Year	\$11.25/hour	\$11.75/hour	\$12.25/hour
2nd Year	\$13.55/hour	\$14.30/hour	\$15.05/hour
3rd Year	\$15.40/hour	\$16.15/hour	\$17.15/hour
4th Year	\$17.10/hour	\$18.10/hour	\$19.10/hour

(l) It is further agreed that each individual Employer shall pay the employee's share of FICA (Social Security and Medicare contributions) for all "M" helpers.

(m) In connection with the employment of electricians after regular working hours, in order to keep up with other trades working longer hours, the Foreman shall call to the Union to get permission to work this additional time for the duration of the job, and the Job Steward shall be so instructed.

(n) Any employee reporting for work later than the scheduled starting time shall not be permitted to start until one-half (1/2) hour past the scheduled hour of start. Any employee more than one-half (1/2) hour late shall not start until one (1) hour past the scheduled hour of start. Any employee more than one (1) hour late may not be permitted to start for the day.

(o) Unscheduled or unauthorized absenteeism shall be cause for termination.

Rule 4. (a) All work in excess of work defined in Rule 3. (b), 3. (c), and 3. (d) shall be considered overtime and paid at the rate of time and one-half except as otherwise provided.

(b) When so elected by the Employer multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

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

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

3. The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workers on the "Graveyard Shift" shall receive eight (8) hours pay at the regular hourly rate plus fifteen percent (15%), for seven (7) hours work.

4. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the

completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

5. There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

6. The effective hourly rate of pay for "A" rated Journeypersons shall be as follows:

Effective	Day Shift	Swing Shift	Graveyard Shift
May 10, 2001	\$ 37.00	\$ 43.41	\$ 48.63
May 9, 2002	\$ 39.00	\$ 45.76	\$ 51.26
May 8, 2003	\$ 41.00	\$ 48.11	\$ 53.89

The effective hourly rate for the swing shift and graveyard shift set forth above is calculated as follows:

SWING SHIFT
MAY 10, 2001

$\$37 \times 8 \text{ HRS.} = \296.00
 $\$296 \times 10\% = \29.60
 $\$296 + 29.60 = \325.60
 $\$325.60 \div 7.5 \text{ HRS.} = \$43.41 \text{ EFFECTIVE RATE}$
 $\$43.41 \times 1.5 = \$65.12 \text{ OVERTIME RATE}$

MAY 9, 2002
 $\$39 \times 8 \text{ HRS.} = \312.00
 $\$312 \times 10\% = \31.20
 $\$312 + 31.20 = \343.20
 $\$343.20 \div 7.5 \text{ HRS.} = \$45.76 \text{ EFFECTIVE RATE}$
 $\$45.76 \times 1.5 = \$68.64 \text{ OVERTIME RATE}$

MAY 8, 2003
 $\$41 \times 8 \text{ HRS.} = \328.00
 $\$328 \times 10\% = \32.80
 $\$328 + \$32.80 = \$360.80$
 $\$360.80 \div 7.5 \text{ HRS.} = \$48.11 \text{ EFFECTIVE RATE}$
 $\$48.11 \times 1.5 = \$72.17 \text{ OVERTIME RATE}$

GRAVEYARD SHIFT
May 10, 2001

$\$37 \times 8 \text{ HRS.} = \296
 $\$296 \times 15\% = \44.40
 $\$296 + \$44.40 = \$340.40$
 $\$340.40 \div 7 \text{ HRS.} = \$48.63 \text{ EFFECTIVE RATE}$
 $\$48.63 \times 1.5 = \$72.95 \text{ OVERTIME RATE}$

MAY 9, 2002
 $\$39 \times 8 \text{ HRS.} = \312.00
 $\$312 \times 15\% = \46.80
 $\$312 + \$46.80 = \$358.80$
 $\$358.80 \div 7 \text{ HRS.} = \$51.26 \text{ EFFECTIVE RATE}$
 $\$51.26 \times 1.5 = \$76.89 \text{ OVERTIME RATE}$

MAY 8, 2003
 $\$41 \times 8 \text{ HRS.} = \328.00
 $\$328 \times 15\% = \49.20
 $\$328 + \$49.20 = \$377.20$
 $\$377.20 \div 7 \text{ HRS.} = \$53.89 \text{ EFFECTIVE RATE}$
 $\$53.89 \times 1.5 = \$80.84 \text{ OVERTIME RATE}$

7. When the starting time of a shift begins at other than 8:00 A.M. (day shift), 4:30 P.M. (swing shift) or 12:30 A.M. (graveyard shift) the entire shift shall be paid at the higher shift rate.

8. When a day shift is worked, the second or third shift must employ at least 25% of the number of electricians as the day shift.

9. Hourly contributions to the Annuity Plan and the Additional Security Benefits Plan shall be paid on the full eight (8) hours of payroll on each of the above shifts.

(c) "M" rated work shall be defined as jobbing.

(d) Except as otherwise provided, work performed on Saturdays, Sundays, paid holidays and before or after regular working hours shall be considered overtime and paid at the rate of time and one-half.

Rule 5. No overtime shall be permitted except on emergency work. No overtime shall be worked without permission from the Business Manager's Office of the Union. Foremen working overtime shall receive time and one half of their hourly rate. Overtime work crews shall be selected at the option of the contractor.

Rule 6. (a) Any Electrician who has reported ready for work when ordered by the Employer and is not allowed to start shall be entitled to one hour's wages at the hourly rate.

(b) Any Electrician newly hired and not allowed to start shall receive two hours' wages at the hourly rate.

(c) Electricians, when laid off or discharged, shall be notified at least one-half hour before layoff or discharge to pack their tools and belongings.

Rule 7. (a) Wages shall be paid weekly by check or in cash, as the Employer may elect, during regular working hours on each Monday and shall be paid for all work performed up to and including the preceding Wednesday to 4:00 P.M. The individual Employer shall not withhold more than three days' pay in any one week and when three days' pay has been withheld, it must be paid within the following week. All Electricians when laid off or discharged by an individual Employer shall be paid immediately.

(b) Regardless of whether wages are paid by check or in cash, each employer will provide each employee, weekly, along with the employee's pay, either a pay check stub or separate statement showing the employee's weekly payroll contributions and deductions with the following information:

Employer Name, Payroll Week Ending, Employee Name, contributions to the Annuity Hourly, ASBF (FICA Equiv.), ASBF Hours, ASBF (Vac. Equiv.), Deductions for the 401K Deferral, 401K Loan Repayment, Ed. & Cult. Loan Repayment, Loc. #3 Loan Fund Repayment, Loc. #3 Dues Assessment, Loc. #3 Loan Fund Cert. Deductions for Elektra Federal Credit Union and C.O.P.E.

Rule 8. (a) The New York Electrical Contractors Association, Inc. and The Association of Electrical Contractors Inc. each agrees that in the event any member-employer of each of said Associations becomes delinquent in the payment of its contributions to the Joint Industry Board of the Electrical Industry or to any of the fringe benefit funds included in this Agreement, then and in that event each of the Associations agrees to pay to the Joint Industry Board of the Electrical Industry a sum of money covering the delinquency of each of its employer-members for a period not to exceed eleven (11) weeks, with the further understanding that each Association shall pay a sum not to exceed \$350,000.00 covering the total delinquency of the employer-members of each of the respective Employer Associations. It is further understood that the obligation of either Association under this clause is specifically limited to delinquent contributions remaining unpaid after rights under applicable surety bonds, guarantees, and all other available means of recovery have been exhausted.

(b) The Principals of any Employer not affiliated with an association guarantee payment of contributions to the Joint Industry Board of the Electrical Industry and to any of the fringe benefit funds included in this Agreement. In addition to the guarantee of payment, each non-affiliated Employer shall remit weekly an amount equal to one percent (1%) of their weekly production payroll covering all employees under this Agreement to the Joint Industry Board Benefit Delinquency Account up to each employer's maximum annual contribution of \$ 50,000, which account shall be drawn upon in the event of a default by an employer who contributes to this Account.

An Employer's requirement to contribute as set forth above, shall not limit the employer or its principals' obligation to pay all contributions owed.

Rule 9. (a) Whenever Electricians are ordered to report to a job, no traveling time shall be paid to them for traveling to or from any job

within the jurisdiction of the Union, but traveling time shall be paid between shop and job, or job and shop, or job to job.

(b) Employers shall not be required to furnish carfare to and from jobs within the jurisdiction of the Union when workers report directly to a job or shop. The individual Employer shall be required to pay carfare to workers going from shop to job, or job to shop, or job to job. On work outside the jurisdiction of the Union, the individual Employer shall pay all traveling time and carfare and/or board and room. No electrician shall be paid more than six hours' traveling time in any twenty-four hours.

Rule 10. Nothing contained in this Agreement shall be construed as limiting the right of any individual Employer to discharge immediately any Electrician for inefficiency, insubordination, or any other just cause.

Rule 11. (a) On all jobs, one person shall be designated foreman by the Employer. On all jobs where 3 to 5 electricians are employed one person shall be designated as foreman and receive two dollars (\$2.00) per hour above the pay of the Journeypersons employed, effective 5/8/03 it shall be increased to three (\$3.00) dollars per hour above the pay of the Journeypersons employed. When 6 to 14 electricians are employed exclusive of the foreman, the foreman shall receive two dollars and seventy-five cents (\$2.75) per hour above the pay of the Journeypersons employed, effective 5/8/03 it shall be increased to three dollars and seventy five cents (\$3.75) per hour above the pay of the Journeypersons employed. All jobs below \$20,000.00 contract or selling price shall be exempt from this clause.

In order to become a foreman the employee must be a journeyman for at least one (1) year and have taken all of the required safety courses including, CPR, Lockout/Tagout, High Voltage Theory class, OSHA Safety Class, Confined Space Initial Class (for subway and fiber optic), and a respiratory protection class (for asbestos), in addition to any other classes that may be determined to be necessary for the foreman to take in order to protect the journeypersons and apprentices working for him or her.

(b) For every additional fifteen Electricians employed over and above the first ten electricians employed (or major fraction thereof) a sub-foreman shall be employed. On jobs where the

Joint Industry Board decides this rule to be impractical, it is empowered to make exceptions. On jobs where one or more sub-foremen are employed a General Foreman shall receive the following:

One Sub-Foreman - \$3.00 per hour above the pay of the Journeyman, effective 5/8/03 it shall be increased to \$4.00 per hour above the pay of the Journeyman

Two Sub-Foremen - \$3.50 per hour above the pay of the Journeyman, effective 5/8/03 it shall be increased to \$4.50 per hour above the pay of the Journeyman

Three Sub-Foremen - \$4.00 per hour above the pay of the Journeyman, effective 5/8/03 it shall be increased to \$5.00 per hour above the pay of the Journeyman

Four Sub-Foremen - \$4.50 per hour above the pay of the Journeyman, effective 5/8/03 it shall be increased to \$5.50 per hour above the pay of the Journeyman

Five Sub-Foremen - \$5.00 per hour above the pay of the Journeyman, effective 5/8/03 it shall be increased to \$6.00 per hour above the pay of the Journeyman.

A Sub-Foreman shall receive \$2.75 per hour above the pay of the Journeyman, effective 5/8/03 it shall be increased to \$3.75 per hour above the pay of the Journeyman. The rates of any General Foreman, Foreman or Sub-Foreman, whom the Employers have been customarily paying higher wages than those stated above, shall not be reduced on jobs where higher rates have been established. On jobs where the General Foreman, Foremen or Sub-Foremen believe they are entitled to higher rates and the Employer and the Foremen fail to agree on the wages to be paid, the Joint Industry Board shall decide on a wage commensurate with the size of the job, hazards, the responsibility, skill and experience required.

(c) The Foreman on a job shall include in the workforce all electricians as hired by the Employer. Termination slips shall be sent to the Joint Industry Board for all electricians terminated on the prescribed form and shall be signed by the foreman and Employer representative. Termination for cause may be appealed in writing for hearing before a Joint Industry Board Committee. A

Foreman shall not work with his or her tools if there are ten or more Journeyman Electricians employed under his or her supervision. All classifications of foreman and sub-foreman shall be permitted to use hand tools for testing, instructional purposes and to gain access to equipment.

(d) A Sub-Foreman shall not work with his or her tools if there are five or more electricians under his or her supervision.

(e) It is understood that a Foreman or Sub-Foreman assigned to perform temporary light and/or power installations or maintenance may also be assigned other supervisory duties.

(f) The parties agree to establish a training program for the purpose of training Sub-Foremen, Foremen and Superintendents with reference to all matters pertaining to the operation and progress of an electrical installation.

(g) 1. On every job where more than one Journeyman Electrician is employed, a Journeyman Electrician may be designated by the Business Manager of the Union to act in the capacity of Job Steward. In shops that do jobbing work, a Journeyman electrician may be designated by the Business Manager to act in the capacity of a Shop Steward. He or she shall have the same duties to perform as a Job Steward. Said Job and Shop Stewards shall remain in the employ of the individual Employer for the duration of the job, or up until not more than one employee of the Employer is left on the job or in the shop. Said Shop or Job Steward may be designated after one member of the Union is employed in the shop or on the job. It is understood that said Shop or Job Steward shall be a working Journeyman in that shop or on that worksite. If the circumstances warrant, a Steward may be terminated after consultation with the area Business Representative or the Business Manager.

2. A Job Steward's duties are limited to the project to which he or she is assigned and he or she shall not visit other Union jobsites unless specifically authorized to do so by the area Business Representative or the Business Manager.

3. In regard to any problem on the job, a Steward may communicate with the Foreman or the Employer's Superintendent

and shall not discuss it with the owner or the General Contractor's representative.

(h) On jobs employing ten electrical workers, a Journeyman Electrician fifty-five years of age or over shall be employed, and one such Electrician shall be employed for each additional ten electrical workers employed, or major fraction thereof.

Rule 12. Local Union No. 3, supporting its policy of cooperation with Employers' efforts to modify the cost of electrical work in commercial, industrial and residential properties will make available apprentices on the following basis:

(a) One Apprentice to each Journeyman on all commercial, industrial and residential jobs up to \$10,000.00.

(b) One Apprentice to each Journeyman on all one, two, three and four family houses.

(c) One Apprentice to three Journeymen, or fraction thereof on new construction and alteration work. This ratio is to be interpreted to allow the following Apprentice to Journeyman relation on any job or in any shop:

1 Apprentice to 1 Journeyman

1 Apprentice to 2 Journeymen

1 Apprentice to 3 Journeymen

2 Apprentices to 4 Journeymen

2 Apprentices to 5 Journeymen

2 Apprentices to 6 Journeymen

3 Apprentices to 7 Journeymen

ETC.

(d) To assure the effectiveness of these ratios, Local Union No. 3 agrees to indenture new classes of Apprentices in accordance with the following schedule and with the proviso that such

quantities may be readily absorbed into the industry and that adequate facilities and a sufficient number of licensed teachers are available to train these additional apprentices when they are indentured:

September 2001	250
February 2002	250
September 2002	225
February 2003	225
September 2003	225
February 2004	225

Furthermore, the parties to this Agreement will review the needs of the industry biannually, giving consideration to the ability to absorb new apprentices and the adequacy of the training facilities and/or teaching staff prior to initiating the selection procedures for each new class of apprentices.

Rule 13. Apprentices may do any work that is assigned to them by their Journeyperson subject to this rule.

In order to adequately train and to maintain the proper safety standards that have been established in the electrical industry, it is understood that Apprentices may not work on jobs where there is not a suitable training opportunity or jobs where safety hazards exist, such as live transit track work, elevator shafts, active powerhouse, live substations, racetracks, stadiums, arenas, exhibition halls or roadways, bridges or tunnels that are active or adjacent to traffic. Apprentices can be used at racetracks, stadiums, arenas or exhibitions halls only for new construction and alterations.

Rule 14. Workers shall be held responsible for the tools and equipment of Employers, provided each individual Employer furnishes a suitable toolbox with proper lock or another safe place for the storage of such tools or equipment. The Joint Industry Board, with the cooperation of the Employer's supervision and employees of the Industry, will establish a program to assure greater efficiency on the job by safeguarding tools, materials and other electrical material.

Rule 15. In addition to appropriate footgear and work clothes, all construction Journeypersons, and Apprentices shall be required to furnish their own personal tool kit which shall include the following minimum list of hand tools:

- * 1 - TOOL BOX AND LOCK
- * 1 - 6 FOOT RULE
- * 1 - PUMP PLIERS
- * 1 - 9" SIDE CUTTING PLIERS
- * 3 - SCREW DRIVERS (Small, Medium, Large)
- * 2 - PHILIPS SCREW DRIVERS (Small, Medium)
- * 1 - ELECTRICIANS KNIFE
- * 1 - CLAW HAMMER
- * 1 - HACK SAW
- * 1 - FLASHLIGHT
- 1 - TAP WRENCH
- 1 - LEVEL - 9"
- 1 - PLUMB BOB
- 1 - ADJUSTABLE WRENCH
- 1 - DIAGONAL PLIERS
- 1 - AWL
- 1 - LONG NOSE PLIERS
- 1 - FUSE PULLER
- 1 - COMPASS SAW
- 1 - VOLTAGE TESTER
- * 1 - PAIR WORK GLOVES (Heavy Duty)

Items marked with an asterisk are required when initially reporting to a shop or a new jobsite. The Employer or the foreman shall be responsible to advise new employees if additional tools are to be brought to the worksite. Unless otherwise authorized, reimbursement for all losses shall be limited to the handtools specified by the Employer.

Rule 16. The individual Employer shall furnish suitable lockers or chests for storage of clothing and tools. In the event of loss by fire or theft, it is agreed that the claims to be paid be limited as follows:

Overcoat	\$250.00
Clothing	\$250.00
Shoes	\$150.00
Tools.....	\$350.00

The Foreman of the job shall be responsible for the selection of a suitable locker. In the event the locker furnished or selected by the foreman is considered unsatisfactory by any other employee, such employee shall notify the foreman at once, otherwise no responsibility

shall attach to the Employer. The suitability of the locker, if questioned, shall be determined by the Business Representative of the Union. In order to affix the responsibility for the amount of loss by fire or theft, it shall be the duty of the foreman in charge of the work to obtain from the mechanics when reporting such a loss, a list and the value of the property, which shall be verified by affidavit.

Rule 17. On live work of 440 volts or over, two Journeypersons must be employed.

Rule 18. Individual Employers shall provide for the sharpening of all cutting tools.

Rule 19. No Electrician shall be permitted to work under conditions involving the borrowing of men from one individual Employer by another.

Rule 20. It is agreed that the Business Representative shall not take up the time of the employees during working hours, except the time required to get the facts concerning complaints.

Rule 21. The Employer agrees that all work shall be done in a safe and workmanlike manner in accordance with the contract specifications, with the Code of the City of New York and any present or future interpretations thereof, and where applicable, the Code of the National Fire Protection Association, whose representatives shall be the final judges thereof.

Rule 22. Journeyperson Electricians shall be required to correct defective work for which they are responsible on their own time during regular working hours.

Rule 23. It is mutually agreed that lighting fixtures may be delivered to the jobsite:

a) With lamps installed

b) With flexible feed tails attached. These tails may be wired, but separated from the fixture connector for shipping purposes.

Rule 24. Although it is mutually agreed that it is the jurisdiction of the electrician to off-load and handle all deliveries of electrical material and tools at a jobsite, it is understood that an expeditor or delivery man may hand carry a small package of material or tools to the work area.

Rule 25. No electrician shall use any automobile or other vehicle in a manner to be considered unfair to other workers or against the interest of the Union, as determined by the Joint Industry Board.

Rule 26. The installation, maintenance, connecting, shifting or repairing of all wiring for temporary lighting, heating or power, and the maintenance of pumps, fans, blowers and other electrical equipment, in new buildings in the course of construction, old buildings undergoing alterations, subways and bridges, etc., under construction shall be under the jurisdiction of the Union.

If the branch circuits of any of the three temporary wiring systems mentioned above are energized, an electrician shall be employed on the site to effectuate any moves, changes, repairs, or other maintenance duties which may be required to assure that the system continues to operate properly and safely.

(a) If overtime work is being conducted by any trade or trades and temporary light or power are provided for same, such wiring being of a temporary character and not part of the permanent system, a Journeyman Electrician shall remain on the operation to take care of such temporary equipment. Maintenance of temporary wiring by an Electrician is not required on the following:

1. Where one or two trades are employed with a total of less than ten men. In such case the lights and/or power may be left on.
2. When trades are working overtime and the temporary light and temporary power system is locked out and not utilized.
3. When overtime work is being conducted in finished areas fed by permanent feeders.

The above exceptions do not grant to anyone other than an Electrician the right to move or in any way alter the temporary wiring.

(b) Where practical, separate maintenance electricians will not be required for maintenance of temporary light and temporary heat.

(c) Where temporary lights and power are connected at permanently finished outlets and the outlets are locally controlled they may be operated by anyone at any time and a maintenance electrician is not required.

(d) Temporary lights for bridges or signs, or safety lights for use of watchmen or others visiting the premises, may be operated by anyone.

(e) Where an Electrician is employed on a temporary installation he or she shall perform other work, if practical, if so instructed by the Employer.

(f) The work days for Journeypersons assigned to the maintenance of temporary light and power may be shifted by a maximum of one-half hour earlier or later than the normal work day for the job at straight time hourly rates of pay.

Rule 27. Employees who engage in climbing at unusual heights while performing their work shall be entitled to wages at the rate of time and one-half of the applicable rate for the period they are so employed. If a dispute should arise between an Employer and the Union as to whether any Employee is employed as a "high climber" the status of the Employee shall be submitted to the Joint Industry Board of the Electrical Industry for decision.

Rule 28. Credit Union

All Employers shall make the Elektra Federal Credit Union available to their Employees. The employer shall make and forward deductions for the Elektra Federal Credit Union as authorized by the participant.

ARTICLE IV Jury Duty Plan

The Educational and Cultural Trust Fund will grant a maximum supplemental payment of eighty percent (80%) of an "A" rated Journeyperson's daily wages for each day an "A" rated Journeyperson serves as a juror. To be eligible to receive this benefit, such

Journeyman, at the time of his or her jury service, shall be an active participant in the industry and have completed a prescribed course in "Citizenship Responsibility."

Other employees covered by this Agreement shall receive payment in a proportionate amount based on wages as determined by the Joint Industry Board.

ARTICLE V

In order to assure conditions of safety and efficiency on all electrical installation work of substantial nature, beginning with jobs involving a total charge by the electrical contractor of \$450,000.00 or more or employs 25 electricians or more, it is agreed that every individual Employer who has obtained such electrical installation work or employs 25 electricians or more shall employ a minimum of one Superintendent qualified for employment. The Superintendent shall receive all benefits under this Agreement for Journeymen and shall negotiate wages with the individual Employer. The Joint Industry Board shall be empowered to make appropriate rules and regulations for the interpretation, administration and enforcement of this rule.

ARTICLE VI

Section 1. The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Section 2 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.

Section 2. The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his or her 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.

Section 3. All charges of violations of Section 2 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.

ARTICLE VII

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

An individual Employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this labor agreement.

ARTICLE VIII

There shall be no general stoppage of work either by strike or lockout.

However, 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.

In the event that a General Strike is called to protest the national level of unemployment, the members of this bargaining unit shall not be precluded from joining the strike.

There will be no strikes, no work stoppages or slow down or other interferences with the work because of jurisdictional disputes.

Work shall be assigned by the Employer in accordance with the procedural rules of the New York Plan for the Settlement of Jurisdictional Disputes and jurisdictional disputes will be settled in accordance with the procedural rules and decisions of such Plan. All decisions rendered under the Plan shall be recognized by and be binding upon the parties signatory to this Agreement.

ARTICLE IX

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 applicable laws.

ARTICLE X

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 1. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management

Relations Act, 29 U.S.C. §186(c)(9). The purpose of this Fund include the following:

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

(2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;

(3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

(4) to study and explore new ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

(5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;

(6) to 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 cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The New York City Chapter, National Electrical Contractors Association, Inc. shall be the collection agent for this Fund.

Section 4. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XI

This Agreement is made subject to the approval of the President of the International Brotherhood of Electrical Workers.

FOR LOCAL UNION NO. 3 I.B.E.W.

THOMAS VAN ARSDALE, Business Manager
RAYMOND MELVILLE, Assistant Business Manager
DENNIS McSPEDON, President
JOSEPH R. BECHTOLD, Recording Secretary
KEVIN HOFVING
JOSEPH W. MARETH
THOMAS P. MESSINA, SR.
RICHARD A. RAGONESE
JOSEPH P. RAYDER
HUMBERTO RESTREPO
WILLIAM G. RILEY
FREDERIC J. SIELING
KELLI SMITH
ALBERT T. ZUNNO

APPROVED:

EDWIN HILL, International President
I.B.E.W.
Washington, D.C.

FOR THE EMPLOYER:

NEW YORK ELECTRICAL CONTRACTORS
ASSOCIATION INC.
EDWARD A. DOUGHERTY, President
GINA ADDEO, Secretary

ASSOCIATION OF ELECTRICAL CONTRACTORS, INC.
BARRY KATZEN, President
MICHAEL J. CASTELLANO, Secretary

ARTICLE XII
TELEPHONE INTERCONNECT EMPLOYEES

ARTICLE XII

Additional Sections For Telephone Interconnect Employees

The Employers and the Union further agree that the provisions of this Article covering telephone interconnect employees are supplemental to and a part of this Agreement. Except as modified in this Article the terms and provisions of this Agreement shall apply to telephone interconnect employees.

Section 1. Recognition and Representation

The Employer agrees that all of its telephone interconnect employees including "A" rated Telephone Journeypersons , "H" rated Telephone Journeypersons, Telephone Apprentices and Telephone Helpers constitute an appropriate bargaining unit and the Employer recognizes the Union as the sole collective bargaining agent for said employees.

Section 2. Committee of Joint Board

The Employer and Union recognize that the telephone interconnect industry is a relatively new and highly competitive industry and that it is engaged in competition with marginal contractors using substandard labor and materials. To have the counsel of Employers and Union members who are familiar with the unusual problems in this industry, the Joint Industry Board shall establish a Telephone Interconnect Committee to evaluate and make recommendations to the Joint Industry Board with respect to the interpretation of the provisions of this Article. This Committee shall be composed of three members of the Union and three members of the Employers.

Section 3. Extent of Telephone Interconnect Work

This Article shall apply to work performed by an Employer involving the erection and installation of telephone equipment, apparatus or appliances, and all work including raceways, performed in connection therewith that is directly related to or becomes an integral part of the telephone and/or telephone system including emergency power sources such as batteries but excluding all other power, lighting, data, computer and construction work in conjunction with the aforesaid such as the installation of conduit, raceways, cables and/or wires to power sources, panels, busses, motors, generators and all work which

is an integral part of the power and data systems. The latter shall be performed only by Journeyman Electricians (not telephone Journeymen) in accordance with Articles I through X of this Agreement.

The work covered by this Article is generally referred to as telephone interconnect systems and devices. This includes but is not limited to the following: telephone switching devices, all auxiliary devices and systems, (customer or employer owned). This includes any accessing of the aforementioned equipment either on or off premises for the purpose of adding, deleting, changing program, repairing, testing or performing maintenance diagnostics on the telephone systems.

Section 4. Licensing

Although an Employer engaged in the telephone interconnect industry is not presently required to be licensed by any governmental authority in connection therewith, the Employer and Union agree it would be in the best interests of the industry to require the licensing of qualified contractors. If contractor licensing provisions are put into effect for telephone interconnect Employers within the jurisdiction of this Agreement an Employer performing such work under this Article XI shall obtain such license.

Section 5. Effect of This Article

Except as modified by this Article all of the terms and provisions of this Agreement between the Employer and the Union shall apply to telephone interconnect employees. Telephone Journeymen on "A" rated work shall have the same rights and obligations as Journeyman Electricians on "A" rated work. Telephone Journeymen on "H" rated work shall have the same rights and obligations as Journeyman Electricians on "M" rated work. Telephone Apprentices on "A" or "H" rated work shall have the same rights and obligations as Apprentices on "A" or "M" rated work respectively.

Section 6. Work Rules for Interconnect Telephone Work

The following work rules shall specifically apply to interconnect telephone work:

Rule 1. On all jobs where 4 to 6 Telephone Journeypersons are employed, one such individual shall be designated as foreman and receive \$2.00 per hour above the pay of the Journeypersons employed, effective May 8, 2003 it shall be increased to three (\$3.00) dollars per hour above the pay of the Journeyperson employed. When 7 to 15 Journeypersons are employed exclusive of the foreman, the foreman shall receive \$2.75 per hour above the pay of the Journeypersons employed, effective May 8, 2003 it shall be increased to three dollars and seventy five (\$3.75) cents per hour above the pay of the Journeyperson employed. A foreman receiving the said pay shall not have his or her pay reduced during the course of such job even if the number of men employed is reduced.

In order to become a foreman, the employee must have taken all of the required safety courses.

All jobs below \$30,000 contract or selling price shall be exempt from the above clause.

(a) For every 10 Telephone Journeypersons employed over and above the first 15 Telephone Journeypersons employed (or major fraction thereof) a sub-foreman shall be employed. On jobs where the Joint Industry Board decides this rule to be impractical, it is empowered to make exceptions.

(b) On jobs where one or more sub-foremen are employed a General Foreman shall receive the pay set forth in Rule 11 (b) of Article III of this Agreement.

Rule 2. Maintenance

(a) General Maintenance Monday thru Friday.

Three general maintenance shifts may be established at the appropriate wage rates and in accordance with the following rules:

(1) Starting times of the shifts shall be:

1st Shift - 8:00 A.M.

2nd Shift - Seven (7) hours later than the starting time of the 1st shift.

3rd Shift - Seven (7) hours later than the starting time of the 2nd shift.

(2) The minimum hourly rate for Telephone Journeypersons employed on general maintenance shifts shall be as follows:

1st Shift - Straight time rate

2nd Shift - Straight time plus a differential of fifteen percent (15%) of the straight time rate.

3rd Shift - Straight time plus a differential of twenty-five percent (25%) of the straight time rate.

(3) All hours worked on Saturday or Sunday shall be paid at the rate of time and one-half of the straight time rate regardless of the shift. Hours worked in excess of an employee's normal shift period on Monday through Friday shall be paid at the rate of time and one-half of the shift rate.

(4) The shifts shall be rotated and a schedule shall be made up and posted at least seven (7) days in advance.

(b) Special Maintenance

In special cases telephone maintenance work performed by an Employer can be scheduled so that an employee may work any five (5) consecutive days for any seven (7) continuous hours plus meal period and this work shall be performed at an agreed upon straight time or differential rate. No specific time shifts shall be established and the full 24 hour day need not be covered by any three consecutive shifts. Cases where such scheduling is used shall be presented to the Telephone Interconnect Committee of the Joint Industry Board for its approval of both hours and rate.

(c) Flex-hours

(1) Different starting times may be used for plant maintenance work for seven continuous hours at straight time to give coverage between 8:00 A.M. and 5:00 P.M. Monday thru Fridays only.

All hours worked before 8:00 A.M. and after 5:00 P.M. and hours worked on Saturday and Sunday shall be at the rate of time and one half of the straight time rate.

- (2) Flex-hours shall not be used for installations.
- (3) There shall be five day advance notification before starting flex-hours.
- (4) There shall be a five day minimum necessary to work flex-hours.
- (5) When flex-hours are used, starting times shall be rotated among manpower at that plant location where feasible.
- (6) Flex-hours will not be combined with any other clause in this agreement.

(d) Remote Maintenance

- (1) All remote maintenance shall be performed by an "A" Telephone Journeyperson.
- (2) 2nd and 3rd shift remote maintenance (off-site) shall be compensated at the appropriate shift rates.
- (3) If remote adds, moves or changes are required, such work shall be performed by a remote maintenance 'A' Telephone Journeypersons.

(e) Remote Monitoring

Remote Monitoring from a Tech Center located outside the jurisdiction of Local #3 for monitoring purposes only, will be permitted under the following conditions:

- (1) If the remote alarm comes in during off hours the Tech Center will look at the device, take corrective action and call the Local #3 Dispatcher as soon as possible with all information concerning the alarm at next normal working shift.
- (2) If during off hours it is determined a site visit is needed the Tech Center will call the appropriate Local #3 Technician.

Rule 3. If an Employer is required to request the services of an employee after he has completed his regular work day and has returned home or on Saturdays, Sundays or holidays, men reporting for such work shall be paid in accord with the other Articles of this Agreement. However, a minimum of four (4) hours pay at the employees overtime rate, portal to portal, shall be paid to such employee.

Rule 4. Standby

(a) If an Employer requests an employee to be on "Standby", that is to be on call for an emergency and be ready, available and have transportation available for response to such calls at all times for work, that employee shall receive the following allowance in addition to wages paid for any hours worked, \$20 on Weekdays and \$40 on Sat/Sun/Holiday, effective May 11, 2001. Effective May 9, 2002 the standby allowance shall be increased to \$25 on Weekdays and \$50.00 on Sat/Sun Holiday.

Such allowance shall not be considered wages on which fringe benefits under this Agreement shall be paid.

(b) The mode of transportation used shall be that which is most expeditious to respond to the call at the time. Use of public transportation, rental cars or any other means will require submission of receipts, when available. The mode of transportation must be authorized by the Employer. If the most expeditious mode of transportation is a personal vehicle, and if available, then it is understood that the employees are to be compensated on a mileage basis which is designed for them to carry adequate insurance for damage to their vehicle and other expenses related to its operation. The compensation shall be at the rate of sixty-five cents (.65) per mile.

The use of personal vehicles shall be discouraged unless it is the most expeditious means of transportation if available at the time or if it is necessary because extra tools or materials must be carried.

(c) Employees on "Standby" shall be provided with a cellular telephone when working in high crime areas,

Rule 5. Telephone Journeypersons, Apprentices and Helpers shall be required to furnish their own personal tools to consist of:

- 1 Tool Box
- 1 Tool Pouch
- 1 Diagonal Cutter
- 1 Long Nose Pliers
- 3 Screw Drivers (small, medium, large)
- 2 Phillips Screw Drivers (small, medium)
- 1 Side Cutter
- 1 Claw Hammer
- 1 Hacksaw
- 1 Knife
- 1 Awl
- 1 Folding Rule (6 ft.)
- 1 Flashlight

Rule 6. During the term of this Agreement, it is agreed that the Union shall not strike or cause a cessation of work involving the maintenance and servicing of telephone interconnect jobs or installations and the Employers of telephone interconnect men involved in such activities agree that they shall not lockout such employees.

Rule 7. Employees involved in Employer sponsored training are to be reimbursed for all reasonable expenses, portal to portal, incurred with said training as well as receive the normal days pay depending on the duration of the training period.

Rule 8. Telephone Apprentices shall be made available to Telephone Contractors in accordance with the rules as set forth in Article III, Rule 12 of this Agreement.

Accepted

FOR LOCAL UNION NO. 3, I.B.E.W.
RAYMOND MELVILLE, Assistant Business Manager
HOWARD COHEN, Business Representative
TONY CLIMENTI
JIM McLOUGHLIN
JOSEPH STAZZONE
BOB WAX

APPROVED:

EDWIN HILL, International President
I.B.E.W.
Washington, D.C.

FOR THE EMPLOYER:

NEW YORK ELECTRICAL
CONTRACTORS ASSOCIATION, INC.

EDWARD A. DOUGHERTY, President
GINA ADDEO, Secretary

ASSOCIATION OF ELECTRICAL
CONTRACTORS INC.

BARRY KATZEN, President
MICHAEL J. CASTELLANO, Secretary

ARTICLE XIII
ADMINISTRATIVE EMPLOYEES

ARTICLE XIII
Additional Sections for Administrative Employees

The Employers and the Union further agree that the Agreement set forth below covering Administrative Employees is supplemental to and a part of this Agreement:

Section 1. Recognition and Representation

The Employer agrees that all of its administrative, technical, engineering and clerical employees including, but not limited to engineers, estimators, project managers, purchasing agents, draftsmen, cadd operators, computer technicians, office managers, stenographers, typists, bookkeepers, office machine operators, telephone operators, clerks, messengers, timekeepers and receptionists, constitute an appropriate bargaining unit and the Employer recognizes the Union as the sole collective bargaining agent for the said employees. Such employees as the Employer and the Union agree are employed by the Employer in a confidential capacity shall be excluded from the unit, provided the Employer notifies the Union, in writing, prior to designating any employee as confidential. All persons hired, other than confidential employees, must become members of the Union. No employer or member of management shall do any work normally done by the members of the union for the purpose of circumventing employment of Union employees.

The Employer shall notify the Joint Industry Board in writing without delay whenever new personnel are hired or discharged. Notification shall include name, address, social security number, union card number, rate of pay and position to be filled.

No later than January 1 and June 1 of each year, Employers shall submit an annual report listing all ADM employees to the Union offices. Forms, as furnished by the Union, will include Name, Classification, Rate of Pay, Social Security Number, Union Card Number and Date of Hire for all ADM members. Name, classification and date of hire of all other employees shall be listed separately as stated above.

Section 2. Union Security

All employees presently employed by the Employer, shall, as a condition of employment, be or become members of the Union on the 31st day following the effective date of this Agreement, or the 31st day following the beginning of their employment, whichever is later. All regular employees who work a part of a week shall become members of the Union and remain members of the Union as a condition of their employment after the 31st day of their employment. All temporary employees who work less than 20 hours per week shall be permitted to work up to 60 calendar days without becoming members of the Union. All such temporary employees shall be registered with the Union and shall obtain a temporary work card.

Section 3. Term of Agreement

This Agreement shall be effective as of May 10, 2001 and remain in effect until May 13, 2004 and from year to year thereafter provided, however, any party hereto may modify or terminate this Agreement by giving the other party at least ninety (90) days notice in writing of modification or termination prior to May 13th of such year.

Section 4. Work Week and Overtime

The work week shall be thirty-five (35) hours, commencing on Wednesday at 4:01 P.M. and ending the following Wednesday at 4:00 P.M. All work performed in excess of seven hours per day and work performed on Saturday, Sunday and holidays shall constitute overtime work and be paid for at the rate of one and one-half times the regular rate of pay. Employees earning in excess of \$45,000 per year exclusive of bonuses, shall be compensated for regularly scheduled overtime work.

ADM personnel working on job sites where a multiple shift is in effect, shall be paid the applicable shift rate as specified in Article III Rule 4 (c).

Section 5. Classifications

Recognizing that the ADM division is made up of many small and medium sized units with a wide range of job assignments and

overlapping work descriptions, it is agreed that the following broad descriptions of job classifications will be recognized:

Clerical shall include typist, clerks, receptionists, office machine operators, telephone operators, messengers, timekeepers, etc. Administrative shall include office managers, secretaries, administrative assistants, stenographers, bookkeepers, etc. Technical shall include: draftsmen, cadd operators, computer technicians, etc. Engineering shall include project managers, estimators, purchasing agents, engineers, etc.

MINIMUM STARTING SALARY

Clerical	\$325 per week
Administrative	\$360 per week
Technical	\$390 per week
Engineering	\$475 per week

(a) Contributing employers can employ temporary summer help, college students, or college interns only during the summer months and for no longer than 90 days. The employer shall not be required to make contributions to any of the benefit plans on behalf of said employees.

(b) Temporary employees must obtain a temporary work card from the Business Representative.

Section 6. Wages

Effective May 10, 2001, all employees shall receive a 4.0% increase in their weekly pay; no such increase shall be less than \$25.00 or exceed \$50.00 per week. Effective May 9, 2002, all such employees shall receive a 4.0% increase in their weekly pay; no such increase shall be less than \$25.00 or exceed \$50.00 per week. Effective May 8, 2003, all such employees shall receive a 4.0% increase in their weekly pay; no such increase shall be less than \$25.00 or exceed \$50.00 per week.

Section 7. Annuity Plan

The Joint Industry Board shall administer the Annuity Plan of the Electrical Industry.

(a) For all employees employed in the ADM Division on or before June 11, 1998, Employers shall contribute eight dollars and fifty cents (\$8.50) per day for each ADM employee and said contributions shall be credited to the account of the employee.

(b) For all employees first hired by a contributing contractor as part of the ADM Division after June 11, 1998 the employer shall contribute to the Annuity Plan on behalf of said employee in accordance with the following schedule based upon the employees total time of employment in the Electrical Industry as a member of Local Union No. 3 IBEW.

Length of Employment	Contribution Per Day
More than 12 months and up to 24 months	\$4.00
More than 24 months and up to 36 months	\$7.50
More than 36 months	\$8.50

Section 8. Additional Security Benefits Plan

The Joint Industry Board shall administer the Additional Security Benefits Plan of the Electrical Industry. Employers shall contribute to the Additional Security Benefits Plan as follows:

(a) i): For all employees employed in the ADM Division on or before June 11, 1998, Employers shall contribute twelve dollars and fifty cents (\$12.50) per day for each ADM employee and said contributions shall be credited to the account of the employee.

ii) For all employees first hired by a contributing contractor as part of the ADM Division after June 11, 1998, the Employer shall contribute to the Additional Security Benefits Plan on behalf of said employee in accordance with the following schedule based upon the employee's total time of employment in the Electrical Industry as a member of Local Union No. 3 IBEW.

Length of Employment	Contribution Per Day
More than 12 months and up to 24 months	\$ 5.00
More than 24 months and up to 36 months	\$ 8.50
More than 36 months	\$12.50

(b) In addition to the contributions set forth in (a) above, each contributing employer shall contribute eleven (11%) percent of each employee's Standard Gross Wages to the Additional Security Benefits Plan in lieu of contributions to the Vacation/Holiday Expense Plan from the employee's first day of employment. Vacation and holiday payments shall be made from the Additional Security Benefits Plan in accordance with its established rules.

Whenever used in this Agreement, the term "Standard Gross Wages" is defined as the wages calculated at the regular straight time hourly wage including the straight time portion of overtime pay for all hours worked.

(c) For purposes of Sections 7 and 8 and 10 of this Agreement, if an employee leaves the industry and does not return within twenty-four (24) months after he begins to withdraw money from his or her Annuity or Additional Security Benefits Plan for other than unemployment, disability and compensation, that employee will be considered as a new employee for the purposes of making contributions to the plan.

Section 9. Deferred Salary Plan

All ADM employees shall participate in the Deferred Salary Plan of the Electrical Industry by deferring a minimum of one percent (1%) of the gross weekly wages. All deferred wages shall be forwarded weekly to the Joint Industry Board or such other entity designated by the Trustees of the Deferred Salary Plan to receive said deferred wages at the time periods established by the Plan Trustees and they shall be credited to the participant's account.

Section 10. Vacation and Holidays

(a) Vacations

The following are the minimum vacation weeks an employee is entitled to and must take.

(1) Every employee who has been employed by a contributing Employer or Employers for less than one year prior to June 1st of any year shall have their vacation time, if any, determined by the Vacation Committee of the Joint Industry Board.

(2) Every employee who has been employed by a contributing Employer or Employers for twelve (12) months prior to June 1st of any year shall receive two (2) weeks vacation.

(3) Every employee who has been employed by a contributing Employer or Employers for a period of seven (7) years prior to June 1st of any year shall receive three (3) weeks vacation.

(4) Every employee who has been employed by a contributing Employer or Employers for a period of fifteen (15) years prior to June 1st of any year shall receive four (4) weeks vacation.

(5) Every employee who has been employed by a contributing Employer or Employers for a period of thirty (30) years prior to June 1st of any year shall receive five (5) weeks vacation.

All ADM employees who have worked for contributing Employers for the twelve (12) month period preceding June 1 of each year shall be entitled to withdraw vacation pay from their Additional Security Benefits Plan account based upon the terms of that Plan.

(b) Holidays

(1) For the purposes of this Agreement, New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, Harry Van Arsdale Jr.'s Birthday to be celebrated on the day after Thanksgiving and Christmas Day shall be recognized as holidays.

(2) Should any of the foregoing holidays fall on a Saturday, such holiday shall be observed on the preceding Friday, except where the nature of the business requires that a skeleton force be maintained, in which event those employees employed on Friday shall receive the following Monday off as a holiday. Should any of the foregoing holidays fall on a Sunday, such holiday shall be observed on Monday.

(3) When a holiday occurs, each ADM employee employed pursuant to this Agreement shall be entitled to receive a holiday benefit equivalent to his or her normal day's wages from the

Additional Security Benefits Plan in accordance with its established rules.

ADM personnel working on the holiday, except as provided for in Section 10 (c)(2) above, shall be paid by the Employer at the rate of time and one-half for the hours worked. This shall be in addition to the holiday benefit.

Section 11. Severance Pay

Every employee who has been employed by the same Employer shall receive severance pay in accordance with the following schedule, upon his(her) termination of employment except if such termination is a result of being discharged by the Employer for cause or by resignation:

One (1) weeks pay after two and one-half (2.5) years employment

Two (2) weeks pay after five (5) years employment

Three (3) weeks pay after ten (10) years employment

Four (4) weeks pay after fifteen (15) years employment

Five (5) weeks pay after twenty (20) years employment

Each Employer who presently pays severance pay in excess of the above shall continue his or her present practice with reference to severance pay, if such practice is still in effect. If such practices are changed or discontinued, proper notification shall be given to the employees and their union representative.

Section 12. Seniority

When layoffs are necessary, length of service is to be considered.

Section 13. Social Security

Each individual Employer shall pay each employee's share of FICA (Social Security and Medicare contributions) from the first day of such employee's employment.

Section 14. Contribution to Pension, Hospitalization and Benefit Plan of the Electrical Industry

The Joint Industry Board shall administer the Pension, Hospitalization and Benefit Plan of the Electrical Industry. Each Employer shall remit weekly 27.61% of the standard gross wages of the ADM payroll for all full time and regular part time employees referred to in Article XII, Section 2 of this Agreement. Such contributions shall commence on the first day of employment.

Section 15. Educational and Cultural Trust Fund

The Joint Industry Board shall supervise the Educational and Cultural Trust Fund established for educational, cultural, charitable and philanthropic purposes. Contributions to the Educational and Cultural Trust Fund shall be 1% of the standard gross wages of the ADM payroll for all full time and regular part time employees.

Eligible employees shall receive the Bayberry Educational Courses and Jury Duty Benefits.

Section 16. Dental Benefit Plan

The Joint Industry Board shall administer the Dental Benefit Plan of the Electrical Industry. The Employers shall remit weekly 3.04% of the standard gross wages of the ADM gross payroll to the Dental Benefit Plan:

Section 17. Benefit contributions to the Pension, Hospitalization and Benefit Plan, the Dental Benefit Plan, the Educational and Cultural Trust Fund and the Joint Industry Board will be paid on straight time and on the straight time portion of overtime only ("standard gross wages"). Benefit contributions and payments to the National Electrical Benefit Fund and the Electrical Employers Self Insurance Safety Plan shall be paid on the entire gross payroll.

Section 18. Trust and Plan Documents

The parties to this Agreement hereby agree to and shall be bound by the provisions of the Plan and Trust documents established and maintained for purposes of implementing the benefits provided for in this Article as if such documents were incorporated into and made a

part of this Agreement, including but not limited to, the delinquency and collection procedures of the Plan and the requirements of ERISA.

Section 19. National Electrical Benefit Fund

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

An individual Employer who fails to remit as provided above shall be additionally subject to having 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 appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and trust shall also constitute a breach of this labor agreement.

Section 20. Stabilization

Every Employer who estimates any work in excess of \$50,000.00 shall employ a minimum of one qualified member of the ADM Division.

Section 21. Shop Stewards

The employer agrees to allow the shop stewards time to perform their duties, i.e.: checking members' cards, acting as a liaison between management and labor in settling minor misunderstandings.

Except for cause, Shop Stewards may be terminated only after consultation with the Business Manager or the ADM Business Representative for the Union.

Section 22. Subletting and Subcontracting

No Employer shall sublet or subcontract any of his engineering or estimating work which is presently performed or should be performed by the employees covered by this Agreement. All shop and field drawings prepared by ADM members shall be identified with the name and card number of member preparing same using his or her signature for verification. Any drawing that does not have a signature and card number cannot be used for construction.

Section 23. Moonlighting

ADM members are permitted to work only for the electrical contractor who pays their salaries and benefits. Moonlighting for any other electrical contractor or any other company providing services for contractors is forbidden by this agreement.

Section 24. Better Terms and Conditions of Employment

The terms and conditions of employment provided in this Agreement constitute minimum terms and conditions of employment. Any employee of any Employer who enjoys any terms and conditions of employment better than those provided for in this Agreement shall continue to enjoy such terms and conditions of employment.

Section 25. Employment

The Union shall maintain a list of available ADM Division members. The Contractors shall advise the Business Manager or Business Representatives of all job openings. Qualified ADM members shall be sent to the Contractor for an interview with an "Approval to seek

employment” form from the Union. The Contractor shall complete the form and return same to the Business Manager or Business Representative. All ADM members must have the approval of the union to solicit employment.

All newly hired personnel that are not ADM members will be required to obtain a temporary work card from the Business Representative.

Section 26. Credit Union

All Employers shall make the Elektra Federal Credit Union available to their Employees. The Employer shall make and forward deductions for the Elektra Federal Credit Union as authorized by the participant.

Accepted:

FOR LOCAL UNION NO. 3, I.B.E.W.
RAYMOND MELVILLE, Assistant Business Manager
STEVEN SCHWARTZ, Business Representative
NICHOLAS FAELLO
GLORIA REDDICK
RAYMOND RIPLEY
BARRY SCHLOSS
RICHARD WISNIEWSKI
JUDY ZOLS

APPROVED:
EDWIN HILLS, International President
I.B.E.W.
Washington, D.C.

FOR THE EMPLOYER:
NEW YORK ELECTRICAL CONTRACTORS ASSOCIATION
EDWARD A. DOUGHERTY, President
GINA ADDEO, Secretary

ASSOCIATION OF ELECTRICAL CONTRACTORS INC.
BARRY KATZEN, President
MICHAEL CASTELLANO, Secretary

EXPEDITORS DIVISION

AGREEMENT entered into by and between

NEW YORK ELECTRICAL
CONTRACTORS ASSOCIATION, INC.

ASSOCIATION OF ELECTRICAL
CONTRACTORS, INC.

and

EXPEDITORS DIVISION
LOCAL UNION NO. 3 of the
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO

MAY 11, 2001

ARTICLE

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AGREEMENT entered into by and between

NEW YORK ELECTRICAL
CONTRACTORS ASSOCIATION, INC.

ASSOCIATION OF ELECTRICAL
CONTRACTORS, INC.

hereinafter called the "Employer", and

LOCAL UNION NO. 3 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO

hereinafter called the "Union",

desirous of preserving the harmonious and stabilized working conditions in the Electrical Contracting Industry do hereby enter into this Agreement as set forth below:

This Agreement is to cover the jurisdiction of Local Union No. 3 of the International Brotherhood of Electrical Workers, AFL-CIO in New York City. This Agreement covers Expeditors working for Electrical Contractors; Expeditors being the employees responsible for handling and delivering materials.

WITNESSETH:

PREAMBLE

Section 1. The intent and purpose of this Agreement is to effectuate the spirit and policies of industrial stability, and to endeavor to raise the general level of the industry consistent with the trends of a more equitable relationship between the Employer and the Employee.

Section 2. The vital interest of the public, the Employer and the Employee in an industry are inseparably bound together. All will benefit by a continuous peaceful operation of the industrial process and the dedication to the means of production for the common good.

Section 3. The Union and the Contractors agree to the continuing development and improvement of an affirmative action program. There shall be no unlawful discrimination as to race, creed, color, national origin, sex, age, disability, sexual orientation, marital status or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training, apprenticeship, promotion, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment.

Section 4. It is recognized and agreed that never before has the Electrical Industry faced a more critical challenge than it does today. Productivity must be increased to meet the threat of economic and inflationary pressures that can destroy our industry. Every member of Local Union No. 3 and the Electrical Contractors shall seek and encourage the greatest possible productivity through:

1. The elimination of non-productive time wasting practices.
2. The close supervision of starting and quitting times and lunch periods.
3. The development of a positive attitude and a cooperative spirit towards a "TEAM EFFORT".

The cooperation and support we must receive from these efforts will in large measure contribute to the progress of our industry, the success of our contractors and the security of our expeditors.

ARTICLE I

Terms and Conditions

Section 1. The terms of this Agreement or any modifications thereof shall be binding, until its termination as defined in Section The terms of this Agreement or any modifications thereof shall be binding, until its termination as defined in Section 2 of this Article, upon all contractors employing electrical workers and shall cover the territory where Local Union No. 3 has jurisdiction. Any masculine references used in this Agreement, for convenience only, shall refer to both male and female employees.

Section 2. This Agreement, including the working rules contained in Article III hereof, which are a part of this Agreement, shall become effective on May 10, 2001, except as otherwise provided in this Agreement, and shall remain in effect until May 13, 2004 and from year to year thereafter, provided, however, any party hereto may terminate this Agreement on May 13, 2004, and any time thereafter by giving the other party at least ninety (90) days notice in writing of modification or termination prior to May 13th of such year.

Section 3. The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 4. Pursuant to Rule XIV of the Rules and Regulations of the Joint Industry Board, there shall be submitted to arbitration any question or controversy or dispute between parties of this Agreement. If the Joint Industry Board fails to reach a decision or an appeal is taken from its decision, the Council on Industrial Relations for the Electrical Industry may be selected as the arbitration agency. Any decision made by the Arbitrator shall be final and binding on all parties to the dispute.

Section 5. Should any party to this Agreement desire to modify or amend any article in this Agreement, notice in writing specifying the article desired changed must be given to the other parties. Such changes shall be made by mutual consent of all parties, provided same are in writing and signed by all parties.

Section 6. All employees, presently employed by the Employer, shall, as a condition of employment, be or become members of the Union on the 31st day following the effective date of this Agreement, or the 31st day following the beginning of their employment, whichever is later. All employees shall remain members of the Union during the term of this Agreement as a condition of employment.

ARTICLE II

Benefits

Section 1. This Agreement shall be administered by the Joint Industry Board of the Electrical Industry.

Section 2. The Joint Industry Board shall establish rules and regulations under which it will operate and shall have the power to modify or amend such rules and regulations and will seek to promote harmony between the Employers and the Employees in the industry, and will study and institute a program which will make it possible for the industry to be of greater assistance to those purchasing services, the potential purchasers and the general public. All rules and regulations, modifications or amendments thereto shall be sent in printed form to all parties to this Agreement and all individual Employers employing expeditors represented by Local Union No. 3 under the terms of this Agreement.

Section 3. Pension, Hospitalization & Benefit Plan

The Joint Industry Board shall administer the Pension, Hospitalization and Benefit Plan of the Electrical Industry. All Employers shall remit weekly 27.61% of their employees' standard gross wages to the Pension, Hospitalization and Benefit Plan.

Section 4. Dental Plan

The Joint Industry Board shall administer the Dental Benefit Plan of the Electrical Industry. The Employers shall remit weekly 3.04% of their employees' standard gross wages to the Dental Benefit Plan.

Section 5. Annuity Plan

The Joint Industry Board shall administer the Annuity Plan of the Electrical Industry. Employers shall make contributions of Eight Dollars (\$8.00) per day for each day worked.

Section 6. Additional Security Benefits Plan

The Joint Industry Board shall administer the Additional Security Benefits Plan of the Electrical Industry. All Employers shall,

contribute the following amount for each expeditor for each day worked:

(a) Contributions per day

Effective	Contributions per day
May 10, 2001	\$ 16.00
May 9, 2002	\$ 17.00
May 8, 2003	\$ 18.00

And,

(b) 12% of the employees standard gross wages in lieu of contributions to the Vacation / Holiday Expense Fund.

Section 7. Deferred Salary Plan

All expeditors shall participate in the Deferred Salary Plan of the Electrical Industry by deferring a minimum of one percent (1%) of their gross weekly wage. All deferred wages shall be forwarded weekly to the Joint Industry Board or such other entity designated by the Trustees of the Deferred Salary Plan to receive said deferred wages at the time periods established by the Plan Trustees and they shall be credited to the Participants' accounts.

Section 8. Vacation-Holiday

(a) Vacations - All participants who have worked for or have been unemployed and available to work for contributing Employers shall be entitled to a vacation as follows:

All expeditors covered by this Agreement, who are eligible to receive a vacation, except as hereinafter provided, shall receive a two week vacation each year.

Participants who are eligible to receive a vacation and who have worked for or have been unemployed and available for work for contributing Employers for seven (7) years or more as of March 1st shall be granted a three (3) week vacation each year.

Participants who are eligible to receive a vacation and who have worked for or have been unemployed and available for work for contributing Employers for fifteen (15) years or more as of March 1st shall be granted a four (4) week vacation each year.

Participants who are eligible to receive a vacation and who have worked for or have been unemployed and available for work for contributing Employers for thirty (30) years or more as of March 1st shall be granted a five (5) week vacation each year.

In the event a participant starts work in the Industry after the start of the vacation eligibility period, consideration for a partial vacation will be given.

Between June 15 and September 15 the continuous length of vacation shall not be more than two (2) weeks, except as mutually agreed upon by the Employer and the Employee.

(b) Holidays - New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, Harry Van Arsdale Jr.'s Birthday which shall be celebrated the Day after Thanksgiving and Christmas Day shall be paid holidays. In the event any of the regular holidays fall on a Saturday, this holiday will be celebrated the preceding Friday. In the event any regular holiday falls on a Sunday, it will be celebrated the next day, Monday.

When a holiday occurs, for whom contributions are made to the Additional Security Benefits Fund shall be entitled to be paid their normal wages for said Holiday from his / her Additional Security Benefits Fund account in accordance with its established rules..

In accordance with Article III, Rule 4(e) of this Agreement, expeditors working on the holiday shall be paid by the Employer at the rate of time and one-half for those hours worked. This shall be in addition to the holiday benefit above.

It is agreed, if any expeditor covered by this Agreement is laid off within one week before or employed within one week after a paid holiday occurs, then expeditor shall be entitled to be paid his / her normal wages for said holiday from his / her Additional Security Benefits Fund account in accordance with its established rules.

(c) All participants in the Vacation/Holiday Expense Fund shall be paid expenses from the Vacation/Holiday Expense Fund in such amount as may be determined by the Vacation Holiday Committee through March 31, 2002. The weekly vacation benefit shall not exceed the normal weekly wages of the participant, which is in effect on July 1 of each vacation year.

All participants, covered by this Agreement, who are eligible to receive a vacation expense, except as hereinafter provided, shall receive expenses for a two (2) week vacation year.

Participants who are eligible to receive a Vacation Expense and who have worked for or have been unemployed and available for work for contributing Employers seven (7) years or more as of March 1st shall be granted expenses for a three (3) week vacation each year.

Participants who are eligible to receive a Vacation Expense and who have worked for or have been unemployed and available for work for contributing Employers for fifteen (15) years or more as of March 1st shall be granted expenses for a four (4) week vacation each year.

Participants who are eligible to receive a Vacation Expense and who have worked for or have been unemployed and available for work for contributing Employers for thirty (30) years or more as of March 1st shall be granted expenses for a five (5) week vacation each year.

In the event a participant starts work in the Industry after the start of the vacation eligibility period, consideration for a partial vacation will be given.

Between June 15 and September 15 the continuous length of vacation shall not be more than two (2) weeks, except as mutually agreed upon by the Employer and the Employee.

(d) All employees for whom contributions are made to the Additional Security Benefits Plan on their behalf instead of the Vacation/Holiday Expense Plan shall be entitled to receive vacation and holiday expense from the Additional Security Benefits plan in accordance with its established rules.

Section 9. Educational and Cultural Fund

The Joint Industry Board shall supervise the Educational and Cultural Trust Fund established for educational, cultural, charitable and philanthropic purposes. Contributions to the Educational and Cultural Trust Fund shall be 1.00% of the standard gross wages.

The Fund, in addition to its other functions, may grant eligible expeditors and other participants an opportunity to attend educational courses conducted at Bayberry Land and pay an educational allowance for a one (1) week course of study, at the satisfactory conclusion of their studies.

Section 10. The parties to this agreement hereby agree to and shall be bound by the provisions of the Plan and Trust documents established and maintained for purposes of implementing the benefits provided for in this Article as if such documents were incorporated into and made a part of this Agreement, including but not limited to, the delinquency and collection procedures of the Plan and the requirements of ERISA.

Section 11. Benefit Contributions to the Pension, Hospitalization and Benefit Plan, the Dental Benefit Plan, the Educational and Cultural Trust Fund and the Joint Industry Board will be paid on straight time and on the straight time portion of overtime only ("standard gross wages"). Benefit contributions and payments to the National Electrical Benefit Fund and the Electrical Employers Self Insurance Safety Plan shall be paid on the entire gross payroll.

Section 12. The Joint Industry Board shall administer the Employment Plan of the Electrical Industry, the Deferred Salary Plan of the Electrical Industry, the Legal Services Plan, and the Clothing and Tool Plan.

Section 13. The cost of the administration of the Joint Industry Board shall be borne by the Employers of the Industry, and shall for all purposes constitute an expense of doing business of the Employers under this Agreement. Commencing May 10, 2001, the Employers shall remit weekly 1.033% of their weekly production payroll to the Joint Industry Board.

ARTICLE III Working Rules

The following Working Rules shall be part of this Agreement:

Rule 1. Expeditors shall not contract for any electrical work or carry a license for any Employer. Expeditors shall not work for Employers who are not parties to this Agreement or a separate agreement containing the same terms as this Agreement, or for Employers who do not comply with the terms of this Agreement and the Working Rules. This rule does not apply to regular maintenance work and organizing activities.

Rule 2. (a) It is recognized that economic planning is necessary and essential to maintain industrial stability and that statistics are vitally important to accomplish this. Therefore, it is agreed that individual Employers shall furnish to the Joint Industry Board a summary sheet of their weekly payroll. This summary sheet shall be mailed for the current week every Monday or submitted in acceptable electronic form. Uniform blanks for this purpose shall be furnished by the Joint Industry Board. The affidavit form on these blanks shall be sworn to by the Employer, if so required. Form of summary sheets shall be mutually agreed upon. Any Employer who repeatedly fails to carry out this requirement shall be summoned to appear before the Joint Industry Board and in the event such Employer fails to satisfy the Joint Industry Board as to the reason for his repeated failure to meet the requirement, such Employer may be required to pay monies as liquidated damages. All monies collected as liquidated damages shall be paid to the specifically affected funds.

(b) 1. The individual Employer shall carry unemployment insurance for every electrical worker in his employ, regardless of the number of employees, and shall pay for same to the New York State Unemployment Insurance Fund and shall file with the Union the identification number issued by the New York State Department of Labor, Division of Employment.

2. Every individual Employer shall carry Workers' Compensation and such other insurance as may be required by the laws of the State of New York, and shall furnish satisfactory proof thereof to the Union. In an effort to increase compensation payments to injured electrical workers, injured on the job, every individual

Employer agrees to participate in the Electrical Employers Self Insurance Safety Plan (EESISP), with exceptions as recommended by the Joint Industry Board. The Joint Industry Board shall, at the direction of EESISP's Executive Committee, administer the operation of EESISP. Those electrical workers, suffering from the injuries defined by the Executive Committee of EESISP as qualifying for supplemental benefits, may be paid a supplemental benefit in addition to the statutory workers' compensation payments. The supplemental benefit shall be in an amount up to \$ 155.00 per week, which, when added to the statutory benefit, will not exceed two-thirds (2/3) of the individual's wages.

3. Every Employer agrees to be a member of and participate in the Electrical Industry's Self Insurance Disability Plan. As participants in the above Plan, employees of the Employer shall receive up to One Hundred Seventy (\$170.00) Dollars per week for twenty-six (26) weeks disability benefits.

In those disabilities defined by the Executive Committee of the Electrical Employers Self Insurance Safety Plan, the weekly disability rate shall be Four Hundred Twenty Five (\$425.00) Dollars which is over and above the disability benefits provided for under the New York State Disability Benefits Law.

The premium rate for disability benefits shall be one half of one percent (.50%) to adequately fund the statutory and supplemental disability benefits.

4. If an individual who received supplemental Workers' Compensation or supplemental disability benefits has a recovery from a third party, the individual must reimburse EESISP for the total amount of all supplemental benefits as well as EESISP's recoverable statutory lien.

5. The Joint Industry Board shall appoint a committee composed of an equal number of employer and employee representatives to maintain a program for the administration and adjudication of Workers' Compensation claims by Alternate Dispute Resolution, to be administered by EESISP, and for the selection of health care providers and facilities to render medical and related treatment of work related injuries and illnesses, pursuant to subdivision 2-C of Section 25 of the Workers' Compensation Law.

Such programs as established by the Committee are subject to the final approval of the signatories to this Agreement.

(c) It is mutually agreed that the parties to this Agreement shall participate in and financially support the activities of the Construction Industry Drug and Alcohol Abuse Program (CIDAAP) sponsored by the Building Trades Employers' Association (BTEA).

Rule 3. (a) The work week of expeditors shall commence on Wednesday at 4:01 P.M. and end the following Wednesday at 4:00 P.M. The employee shall be prepared for work for the full period of the work day in effect. Failure to adhere to the hours of work shall be cause for termination.

(b) The hours of labor shall be seven (7) hours per day; said hours shall be performed from 8:00 A.M. to 11:30 A.M. and from 12:30 P.M. to 4:00 P.M. every day except Saturdays, Sundays and holidays; a total of 35 hours per week.

(c) Wages

The minimum weekly wages for expeditors shall be as follows:

May 10, 2001	\$757.05
May 9, 2002	\$787.50
May 8, 2003	\$822.85

Overtime

All hours worked in excess of seven (7) hours shall be paid at the rate of time and one-half.

(d) It is further agreed that each individual Employer shall pay the employee's share of FICA (Social Security and Medicare contributions) for all employees covered by this Agreement).

(e) Unscheduled or unauthorized absenteeism shall be cause for termination.

Rule 4. Work performed on Saturdays, Sundays, paid holidays and before or after regular working hours shall be considered overtime and paid at the rate of time and one-half.

Rule 5. Employees, when laid off or discharged, shall be notified at least one-half hour before layoff or discharge to pack their belongings.

Rule 6. Wages shall be paid weekly by check or in cash, as the Employer may elect, during regular working hours on each Monday and shall be paid for all work performed up to and including the preceding Wednesday to 4:00 P.M. The individual Employer shall not withhold more than three days' pay in any one week and when three days' pay has been withheld, it must be paid within the following week. All Expeditors when laid off or discharged by an individual Employer shall be paid immediately.

Rule 7. (a) The New York Electrical Contractors Association, Inc. and The Association of Electrical Contractors, Inc. each agree that in the event any Member Employer of each of said Associations becomes delinquent in the payment of its contributions to the Joint Industry Board of the Electrical Industry or to any of the fringe benefit funds included in this Agreement, then and in that event each of the associations agree to pay to the Joint Industry Board of the Electrical Industry a sum of money covering the delinquency of each of its Employer-Members for a period not to exceed eleven (11) weeks, with the further understanding that each Association shall pay a sum not to exceed \$350,000.00 covering the total delinquency of the Employer Members of each of the respective Employer Associations.

(b) The Principals of any Employer not affiliated with an Association guarantee payment of contributions to the Joint Industry Board of the Electrical Industry or to any of the fringe benefit funds included in this Agreement. In addition to the guarantee of payment, each non-affiliated Employer shall remit weekly an amount equal to one percent (1%) of their weekly production payroll covering all employees under this Agreement to the Joint Industry Board Benefit Delinquency Account up to an annual contribution limit of \$ 50,000.00, which account shall be drawn upon in the event of a default by an employer who contributes to this Account.

An Employer's participation in (b) above shall not limit the employer or its principals obligation to pay all contributions owed.

Rule 8. The individual Employer shall be required to pay carfare to expeditors going from shop to job, or job to shop, or job to job. On work outside the jurisdiction of the Union, the individual Employer shall pay all traveling time and carfare and/or board and room. No expeditor shall be paid more than six hours' traveling time in any twenty-four hours.

Rule 9. Nothing contained in this Agreement shall be construed as limiting the right of any individual Employer to discharge immediately any Expeditor for inefficiency, insubordination, or any other just cause.

Rule 10. The Employer shall be responsible for the selection of a suitable locker. In the event that the locker furnished or selected by the Employer is considered unsatisfactory by any employee, such employee shall notify the Employer at once, otherwise no responsibility shall attach to the Employer. The suitability of the locker, if questioned, shall be determined by the Business Representative of the Union. In order to affix the responsibility for the amount of loss by fire or theft, it shall be the duty of the Employer to obtain from the Expeditor when reporting such a loss, a list and the value of the property, which shall be verified by affidavit. In the event of loss by fire or theft, it is agreed that the claims to be paid be limited as follows:

Overcoat	\$300.00
Clothing	\$250.00
Shoes	\$150.00

Rule 11. No Expeditor shall be permitted to work under conditions involving the borrowing of men from one individual Employer by another.

Rule 12. It is agreed that the Business Representative shall not take up the time of the expeditors during working hours, except the time required to get the facts concerning complaints.

Rule 13. No employee shall use any automobile or other vehicle in a manner to be considered unfair to other workers or against the interest of the Union, as determined by the Joint Industry Board.

Rule 14. It is agreed that every expeditor shall attend and successfully complete the National Safety Council's prescribed Defensive Driving Course every three (3) years. It is further agreed that the registration fee and cost of the required textbook shall be paid by the expeditor's Employer.

Rule 15. The Employer shall not permit the loading of trucks in excess of the vehicle's maximum Gross Vehicle Weight Rating (GVWR), which may result in overweight fines. Any such fines resulting from overloading of vehicles shall be paid by the Employer within seven (7) working days.

Rule 16. No other classification of worker or messenger shall be utilized to transfer tools and materials to and from shop or jobsite with the intent to avoid the employment of an expeditor.

Rule 17. All Employers shall make the Elektra Federal Credit Union available to their Employees. The employer shall make and forward deductions for the Elektra Federal Credit Union as authorized by the participant.

ARTICLE IV

Jury Duty Plan

The Educational and Cultural Trust Fund will grant a supplemental payment for each day an expeditor serves as a juror, provided, however, that such expeditor at the time of his jury service was an active participant in the Industry and completed a prescribed course in "Citizenship Responsibility."

This payment shall be a proportionate amount of the maximum supplemental payment provided by the Plan. The proportionate share will be based on the actual straight time wages earned by the participant at the time of service as a juror.

ARTICLE V

Cancellation Clause

Section 1. The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Section 2 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.

Section 2. The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his or her 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.

Section 3. All charges of violations of Section 2 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.

ARTICLE VI

National Employees Benefit Agreement

It is agreed that in accord with the National Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each

calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

An individual Employer who fails to remit as provided above shall be additionally subject to having 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 appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this labor Agreement.

ARTICLE VII

Supportive Union Action

There shall be no general stoppage of work either by strike or lockout.

However, 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.

In the event that a General Strike is called to protest the national level of unemployment, the members of this bargaining unit shall not be precluded from joining the strike.

ARTICLE VIII

Separability

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 applicable laws.

ARTICLE IX
I.B.E.W. Approval

This Agreement is made subject to the approval of the President of the International Brotherhood of Electrical Workers.

Accepted:
FOR LOCAL UNION NO. 3, I.B.E.W.

THOMAS VAN ARSDALE, Business Manager
RAYMOND MELVILLE, Assistant Business Manager
DENNIS McSPEDON, President
STEVEN SCHWARTZ, Business Representative
JOSEPH R. BECHTOLD, Recording Secretary
BOB BALDRIAN
BILL CARR
TED CHERNOK
VITO RICHETTI
VINCENT VANADIA

APPROVED:
EDWIN HILL, International President
I.B.E.W.
Washington, D.C.

FOR THE EMPLOYER:
NEW YORK ELECTRICAL CONTRACTORS
ASSOCIATION, INC.
EDWARD A. DOUGHERTY, President
GINA ADDEO, Secretary

ASSOCIATION OF ELECTRICAL
CONTRACTORS, INC.
BARRY KATZEN, President
MICHAEL J. CASTELLANO, Secretary

Accepted

FOR LOCAL UNION NO. 3, I.B.E.W.

Thomas Van Arsdale

Thomas Van Arsdale,
Business Manager

Raymond Melville

Raymond Melville
Assistant Business Manager

Dennis McSpedon

Dennis McSpedon
President

Joseph R. Bechtold

Joseph R. Bechtold
Recording Secretary

Kevin Hofving

Kevin Hofving

Joseph W. Mareth

Joseph W. Mareth

Thomas P. Messina, Sr.

Thomas P. Messina, Sr.

Richard A. Ragonese

Richard A. Ragonese

Joseph Rayder

Joseph Rayder

Humberto Restrepo

Humberto Restrepo

William G. Riley

William G. Riley

Fredric J. Sieling

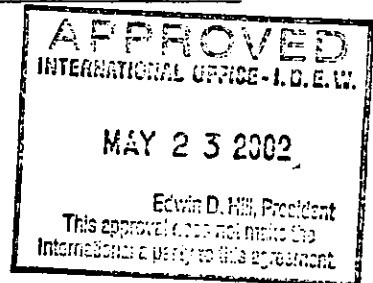
Fredric J. Sieling

Kelli Smith

Kelli Smith

Albert T. Zunno

Albert T. Zunno



Approved:


Edwin Hill

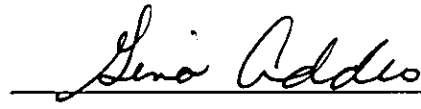
I.B.E.W.

Washington, D.C.


FOR THE EMPLOYER:

NEW YORK ELECTRICAL CONTRACTORS ASSOCIATION, INC.


Edward A. Dougherty, President


Gina Addeo, Secretary

ASSOCIATION OF ELECTRICAL CONTRACTORS, INC.


Barry Katzen, President


Michael J. Castellano, Secretary