

K 8702  
1,000 workers

59 pgs.

# **INSIDE PRINCIPLE CONSTRUCTION AGREEMENT**

SIC 1731  
NAICS 23531

**BETWEEN**

**LOCAL UNION 363  
I.B.E.W.**

**AND**

**HUDSON VALLEY  
CHAPTER N.E.C.A.**

**04/01/01 - 03/31/04**



**IBEW LOCAL UNION #363**  
**9 JOHNSONS LANE**  
**NEW CITY, NY 10956**  
**(845) 634-4601**  
**FAX (845) 634-4924**

**Satellite Office:**

<input type="checkbox"/> ONE LAFAYETTE ST. NEWBURGH, NY 12550 (845) 562-3265 FAX (845) 562-0054	<input type="checkbox"/> 365 RTE. 211 EAST MIDDLETOWN, NY 10940 (845) 343-3501 FAX (845) 341-IBEW	<input type="checkbox"/> 201 SOUTH AVE. - SUITE 2 POUGHKEEPSIE, NY 12601 (845) 454-2844 FAX (845) 485-7734
--	--	---

## **Table of Contents**

<b>Working Rules and Conditions .....</b>	<b>1</b>
<b>Basic Principles.....</b>	<b>1</b>
<b>Scope of Agreement.....</b>	<b>1</b>
<b>Article I, Effective Date-Termination-Amendments-Disputes ....</b>	<b>2</b>
<b>Article II, Management Rights-Union Rights .....</b>	<b>5</b>
<b>Article III, Hours-Wage Payments-Working Conditions .....</b>	<b>13</b>
<b>Article IV, Referral .....</b>	<b>23</b>
<b>Article V, Apprenticeship Training .....</b>	<b>29</b>
<b>Article VI, Benefit Funds .....</b>	<b>33</b>
<b>Article VII, Industry Fund.....</b>	<b>38</b>
<b>Article VIII, Labor Management Cooperative Committee .....</b>	<b>39</b>
<b>Article IX, National Labor Management Cooperative Comm. .</b>	<b>40</b>
<b>Article X, Administrative Maintenance Fund .....</b>	<b>42</b>
<b>Article XI, Payment of Contributions.....</b>	<b>44</b>
<b>Article XII, Safety .....</b>	<b>46</b>
<b>Article XIII, Substance Abuse .....</b>	<b>50</b>
<b>Article XIV, Temporary Light and Power.....</b>	<b>51</b>
<b>Article XV, Union Label .....</b>	<b>54</b>
<b>Separability Clause .....</b>	<b>55</b>

## **Inside Principle Agreement Working Rules and Conditions**

Agreement by and between the Hudson Valley Chapter, National Electrical Contractors Association, and Local Union 363, International Brotherhood of Electrical Workers.

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

As hereinafter in this Agreement, the term "Chapter" shall mean the Hudson Valley Chapter, N.E.C.A., and the term "Union" shall mean Local Union 363, I.B.E.W.

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

### **Basic Principles**

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

### **Scope of Agreement**

Work covered by the terms of this Agreement shall include all construction and maintenance work (e.g. see Section 2.22[b]) termed Inside Electrical Work as defined in the Constitution of the International Brotherhood of Electrical Workers.

## **ARTICLE I**

### **EFFECTIVE DATE - TERMINATION - AMENDMENTS - DISPUTES**

**Section 1.01 Effective Date** This Agreement shall take effect April 1, 2001 and shall remain in effect until March 31, 2004, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from April 1st through March 31st of each year, unless changed or terminated in a way later provided herein.

#### **Section 1.02 Termination or Change**

(a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 180 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

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

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

(d) In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations, either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

(e) By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, may jointly, with the Union, submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. Such unresolved issues shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

**Section 1.03 Amendment Procedure** This Agreement shall be subject to change to supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW and the National Office of the I.B.E.W. and the National Office of NECA for approval, the same as this Agreement.

### **GRIEVANCES - DISPUTES**

**Section 1.04 Work Stoppage** There shall be no stoppage of work, either by strike or lockout, because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as herein stated.

**Section 1.05 Labor Management Committee** There shall be a Labor Relations Committee of three (3) representing the Union and three (3) representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

**Section 1.06** All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

**Section 1.07** All matters coming before the Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

**Section 1.08 Council on Industrial Relations** Should the Labor-Management Committee fail to agree to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding on both parties hereto.

**Section 1.09** When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

**Section 1.10** Any grievance which is not brought to the attention of the responsible opposite parties to this agreement in writing within thirty (30) working days of its occurrence shall be deemed to no longer exist.

**ARTICLE II**  
**MANAGEMENT RIGHTS – UNION RIGHTS**  
**WORK PRESERVATION CLAUSE**

**Section 2.01 Qualifications of Employers** Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an employer in the electrical industry. An employer who contracts for electrical work must be a person, firm or corporation maintaining a place of business, other than his own residence. This place of business shall be an office or shop and shall be equipped with a business telephone and open to the public during normal business working hours. It is further understood, that an employer is an individual, partnership or corporation having a suitable financial status to meet payroll requirements and must meet compensation requirements and must employ not less than one (1) journeyman continuously.

**Section 2.02 General Management Rights** 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 his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

**Section 2.03** For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of employees.



**Section 2.04 Payroll Inspection** During regular business hours, the Business Manager shall have the authority to inspect the Employer's payroll as to the number of hours worked and the amount of pay received by any workman employed under the terms of this Agreement.

**Section 2.05** Employers engaged in joint-venture jobs shall be considered as a new and separate individual Employer, with all rights herein as they apply to an individual participating Employer. There shall be no transfer of workmen between a joint-venture and any or all of the Employers comprising the joint-venture.

**Section 2.06** (a) The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

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

**Section 2.07** (a) 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 demise or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture wherein the employer, through its officers, directors, 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 the handling of grievances and the final and binding resolution of disputes.

**(b)** As a remedy for violations of this Section, the Labor Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected 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 violation 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.

**(c)** If, as a result of violations of this Section, it is necessary for the Union and/or the trustees of the joint venture rendered in accordance with subsection (b) 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.

**Section 2.08** An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

**Section 2.09** 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 than those set forth to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

**Section 2.10 Loaning of Employees** Neither the Employer nor the Union shall loan or cause to be loaned or transferred, any employee in his employ to another Employer without the mutual consent of the Employer, having his employ such employee, and the Union, and then only when applicants possessing the necessary skills are not available under the Referral Procedure.

**Section 2.11 Employee Contracting Prohibited** No member of Local Union 363, while he remains a member of such Local and subject to employment by the Employer operating under this Agreement, shall become a contractor for the performance of any electrical work. Any Local Union member who possesses an electrical license and is subject to employment by the Local Union, will be required to render his license inactive with the Electrical Licensing Board in whatever Town, County or State it was issued from. A violating of this Article is subject to a fine, as levied by the Labor Relations Committee.

**Section 2.12 Journeymen Wiremen** shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications. When necessary to use temporary light and/or power on any foundation or building work, such temporary work shall be installed in a safe manner under the terms of this Agreement.

**Section 2.13 Union Discipline** The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

**Section 2.14 Steward** The Union shall have the right to appoint a working Steward at any shop or on any job where workmen are employed under the terms of this agreement. The Employer shall be notified and furnished the name of the Steward. Such Steward shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or on his job. In performing his function, the Steward shall advise the Local Union Business Manager of any problems, and shall not interrupt the progress of work on the job. Under no circumstances shall an Employer discriminate against any Steward for the faithful performance of his duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union.

**Section 2.15 Access to Job or Shop** The representatives of the Union and the Chapter shall be allowed access to any shop or job at any reasonable time when workmen are employed under the terms of this Agreement.

**Section 2.16 (a)** It shall not be a violation of this Agreement and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee for an employee to refuse to cross a lawfully established primary picket line whether at the premises of another Employer or the employee's own Employer.

**(b)** Any employee exercising such rights shall carefully put away all tools, materials, equipment or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for by the Employer.

**Section 2.17** There shall be no limit on production of workmen or restriction on the safe use of proper tools or equipment and there shall not be any task or piece work.

**Section 2.18** Journeymen Wiremen shall provide themselves with the following tools:

1 6-foot legible Rule	1 Pocket Knife	1 Center Punch
1 Tap handle to 1/4"	1 Voltage Test	1 Wood Chisel
1 each 3", 6", 12" Flat Screwdriver		
1 each 3", 6", Phillips Head Screwdriver		
1 8" Linemans Pliers	1 Channellocks to 1-1/2 opening	
1 Hacksaw Frame	1 Compass Saw Handle Only	
1 Claw Hammer	1 Diagonal Pair of Pliers	
1 Torpedo Level	1 Pair Needle Nose Pliers	
1 Plumb Bob and Cord		

The Employer will furnish necessary locked storage to reasonably protect tools from the weather and vandalism and will replace such tools as listed above when tools are damaged on the job or stolen from the locked storage.

**Section 2.19** The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them provided the Employer furnishes necessary lockers, tool boxes, or other safe place of storage. Tools must be taken out and put away during working hours.

**Section 2.20** All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

**Section 2.21** On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

**Section 2.22 (a)** 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 Paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

**Section 2.22 (b)** The following work shall be performed by workmen under the terms of this agreement:

1. All work of installation and maintenance where wiring systems and equipment are required and used for temporary and permanent lighting and power during the period of excavation and construction of buildings, factories, industrial plants, shipyards, tunnels, etc.

2. The handling, erection and connection of all electrical apparatus, materials or equipment. This shall include the loading and unloading of material, tools and equipment from nearest point of delivery to the job. At all times Foreman and General Foreman are permitted to move material, tools, and equipment to, from and within the job site.

3. The Operation of all vehicles used for electrical construction work, maintenance work, or electrical repair work, when such vehicles are used for transporting men or material to or from the job, and such vehicles remain at the job site.
4. All rack work in connection with lighting and power transformers as well as secondary wiring and connections to the assembling, wiring and hanging of all fixtures and appurtenances thereto.
5. The installation of all telephone and data work, conduits, raceways, wire and equipment.
6. Work in connection with the erection and installation of lightning protective devices.

**Section 2.23 Use of Employee's Vehicle** No employee shall use, or make arrangements for the use of his vehicle to transport tools or material that is owned by the Employer, or to perform any work operations.

**ARTICLE III**  
**HOURS – WAGE PAYMENTS – WORKING CONDITIONS**

**Section 3.01 (a) Hours and Work Week** Eight hours work between the hours of 8:00 a.m. and 4:30 p.m., with thirty (30) minutes for lunch period, between 12:00 noon and 12:30 p.m., shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute a work week. The starting time and work week can be adjusted by mutual consent.

**Section 3.01 (b) Starting and Quitting Time**

Workers shall be on the job ready to start work at the starting time and shall remain on the job during regular working hours until quitting time.

(1) No worker shall be required to report at the Employer's shop or on the job before the regular starting time or leave the shop before the regular quitting time. Neither shall any worker on the job or in the shop remain after quitting time unless working overtime.

(2) When work is performed underground, or in tunnels or shafts, workers time shall begin and end at the portal or top shaft.

(3) On locker jobs, workmen shall not report to the locker before 7:45 a.m. and shall leave the locker at 8:00 a.m., 12:30 p.m. and 4:30 p.m., and sufficient time shall be allowed before 12:00 noon and 4:30 p.m. for men to pick up tools and materials and report to their locker at their quitting time.

**Section 3.02 Overtime** Saturdays and all work performed outside of the daily regularly scheduled working hours shall be paid at 1 1/2 the regular straight time rate of pay.

a. Double time for work performed on Sundays and the holidays listed in Section 3.03 of this article.



b. No Overtime work should be performed without first notifying the Business Manager's Office, so that all work is equally and impartially allotted to all workers.

c. In no case shall workmen not employed on the job during the regular working hours be placed on overtime work on such jobs until all of the regular crew have been offered an opportunity to perform such overtime work. All workmen required on overtime or emergency work, in excess of the regular crew, shall be filled from the "Referral List" by the Business Manager of the Union.

d. Whenever possible, no overtime shall be performed without first notifying the Business Manager's office. This does not apply to service calls or emergencies.

e. When more than ten (10) men are required for overtime work, the Employer shall notify the shop steward no later than noon on the preceding day, except in cases of extreme emergency.

**Section 3.03 Holidays** All holidays shall be celebrated on the Federally observed day of the holiday.

- |                   |                              |
|-------------------|------------------------------|
| 1. New Year's Day | 6. Presidential Election Day |
| 2. Presidents Day | 7. Veteran's Day             |
| 3. Memorial Day   | 8. Thanksgiving Day          |
| 4. Fourth of July | 9. Day after Thanksgiving    |
| 5. Labor Day      | 10. Christmas Day            |

**Section 3.04** Wages shall be paid weekly in cash or by payroll check on a local bank not later than quitting time on Friday and not more than three days wages may be withheld at that time. Any workman laid off or discharged shall be paid his wages immediately. In the event he is not paid off, as provided above, waiting time at the appropriate rate shall be charged until payment is made. The Employer will either pay the workman at the job site during regular working hours or allow him sufficient time during regular working hours to report to the shop to receive his pay.

**Section 3.05 (a) Wages\*** The minimum hourly rate of wages shall be as follows:

**\*Wage Zone 1: All of Rockland County. Towns of Orange County to include Harriman, Woodbury, Monroe, Tuxedo, Chester, Warwick, Wawayanda, Goshen, Walkill and Middletown.**

	4/1/01	4/1/02	4/1/03
Journeyman Wireman/Tech.	\$32.00/hr.	\$34.00/hr.	\$36.00/hr.

**\*See below for the realignment of wage zones effective 7/2/02.**

**\*Wage Zone 2: All of Putnam County, the remainder of Orange County. All of Dutchess County. All of Ulster County. All of Sullivan County. Our portions of Green and Delaware Counties.**

	4/1/01	4/1/02	4/1/03
Journeyman Wireman/Tech.	\$28.00/hr.	\$30.00/hr.	\$32.00/hr.

**\*Effective: 07/02/02:**

**Wage Zone 1 will include all of Rockland County. All of Orange County, All of Putnam County, Towns of Dutchess County to include Fishkill, East Fishkill and Beacon.**

**\*Effective: 07/02/02:**

**Wage Zone 2 will include the remainder of Dutchess County, all of Ulster County, all of Sullivan County and our portions of Green and Delaware Counties.**

**Apprentice Wireman: 10 - 6 month Periods**

1st period.....	30%*	Satisfactory Progress
2nd period.....	35%*	1st yr. school completed
3rd period.....	40%*	Satisfactory Progress
4th period.....	45%*	2nd yr. school completed
5th period.....	50%*	Satisfactory Progress
6th period.....	55%*	3rd yr. school completed
7th period.....	65%*	Satisfactory Progress
8th period.....	70%*	4th yr. school completed
9th period.....	75%*	Satisfactory Progress
10th period.....	85%*	Satisfactory Progress

\*Denotes average Journeyman Wireman rate of pay of all wage zones.

**Section 3.05 (b) Benefit Schedules** In addition to the above hourly rates, payments shall be made as follows:

**All Wage Zones:**

	<u>04/01/01</u>	<u>04/01/02</u>	<u>04/01/03</u>
NEBF	3% of Gross Pay	3% of Gross Pay	3% of Gross Pay
Health & Welfare	\$4.50/hr. worked	\$5.50/hr. worked	\$6.00/hr. worked
Vacation Fund	\$2.50/hr. worked	\$3.50/hr. worked	\$4.00/hr. worked
Annuity Fund	\$2.50/hr. worked	\$3.50/hr. worked	\$4.00/hr. worked
Pension	\$2.40/hr. worked	\$2.40/hr. worked	\$2.40/hr. worked
JATC	3% of Gross Pay	3% of Gross Pay	3% of Gross Pay
LMCC	\$0.09/hr. worked	\$0.06/hr. worked	\$0.06/hr. worked
NLMCC	\$0.01/hr. worked	\$0.01/hr. worked	\$0.01/hr. worked
SUB Benefit	\$0.60/hr. worked	\$0.60/hr. worked	\$0.60/hr. worked
AMF		\$0.03/hr. worked	\$0.03/hr. worked

**Indentured Apprentice Wireman all Zones:**

**Effective 06/01/01:**

	1st & 2nd Period	3rd & 4th Period	5th & 6th Period	7th & 8th Period	9th & 10th Period
NEBF	3%*	3%*	3%*	3%*	3%*
H&W	\$2.00/hr.	\$2.50/hr.	\$3.00/hr.	\$4.00/hr.	\$5.00/hr.
Vac	\$1.25/hr.	\$1.50/hr.	\$2.00/hr.	\$2.50/hr.	\$2.50/hr.
Pen	\$1.00/hr.	\$1.00/hr.	\$1.50/hr.	\$1.75/hr.	\$2.00/hr.
Ann	\$1.25/hr.	\$1.50/hr.	\$2.00/hr.	\$2.50/hr.	\$2.50/hr.
JATC	3%*	3%*	3%*	3%*	3%*
SUB	\$0.20/hr.	\$0.30/hr.	\$0.35/hr.	\$0.45/hr.	\$0.55/hr.
LMCC	\$0.09/hr.	\$0.09/hr.	\$0.09/hr.	\$0.09/hr.	\$0.09/hr.
NLMCC	\$0.01/hr.	\$0.01/hr.	\$0.01/hr.	\$0.01/hr.	\$0.01/hr.

\*percentage of gross payroll.

**Effective 06/01/02:**

	1st & 2nd Period	3rd & 4th Period	5th & 6th Period	7th & 8th Period	9th & 10th Period
NEBF	3%*	3%*	3%*	3%*	3%*
H&W	\$2.00/hr.	\$2.50/hr.	\$3.00/hr.	\$4.00/hr.	\$5.00/hr.
Vac	\$1.25/hr.	\$1.50/hr.	\$2.00/hr.	\$2.50/hr.	\$2.50/hr.
Pen	\$1.00/hr.	\$1.00/hr.	\$1.50/hr.	\$1.75/hr.	\$2.00/hr.
Ann	\$1.25/hr.	\$1.50/hr.	\$2.00/hr.	\$2.50/hr.	\$2.50/hr.
JATC	3%*	3%*	3%*	3%*	3%*
SUB	\$0.20/hr.	\$0.30/hr.	\$0.35/hr.	\$0.45/hr.	\$0.55/hr.
LMCC	\$0.06/hr.	\$0.06/hr.	\$0.06/hr.	\$0.06/hr.	\$0.06/hr.
AMF	\$0.03/hr.	\$0.03/hr.	\$0.03/hr.	\$0.03/hr.	\$0.03/hr.
NLMCC	\$0.01/hr.	\$0.01/hr.	\$0.01/hr.	\$0.01/hr.	\$0.01/hr.

\*percentage of gross payroll.

**Unindentured Apprentice Wireman All Zones:**

NEBF.....3% of Gross Pay  
 Health & Welfare.....\$2.00 per hour worked  
 JATC.....3% of Gross Pay

### **Section 3.05 (c) General Foreman, Foreman, Splicers & Welders**

1. Consideration in the selection of all Foreman shall be given to those who have taken such Foreman's training programs as have been made available to them.
2. On any job where there are two (2) journeyman, one shall be designated as Foreman.
3. For every ten (10) Journeyman Wiremen working on a job, there shall be a Foreman.
4. If two Foreman are on any job, one will be designated a General Foreman.
5. Any electrical contract bid price of \$250,000 or more will require a General Foreman (assuming 50% or more of the bid price is labor).
6. When a General Foreman is employed on the job, he shall remain in this capacity for the duration of such job, except that he shall be subject to the ordinary course of disciplinary action and arbitration provisions as provided in the Agreement. This subsection shall apply to not more than one (1) man on each job.
7. On jobs having a Foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except the Foreman, or in his absence, the Employer or his representative. A Foreman may receive instructions from the Employer, or his representative.
8. General Foreman: 15% above the Journeyman Wireman Rate of Pay based on a 40 hour work week. For each additional ten (10) men employed after the employment of the first ten (10) men on the job, a foreman shall be designated.

In charge of 4 foreman	\$ 2.00 per hour above base rate
In charge of 5 foreman	\$ 3.00 per hour above base rate
In charge of 6 foreman	\$ 4.00 per hour above base rate
In charge of 7 foreman	\$ 5.00 per hour above base rate
In charge of 8 foreman	\$ 6.00 per hour above base rate
In charge of 9 foreman	\$ 7.00 per hour above base rate
In charge of 10 foreman	\$ 8.00 per hour above base rate
In charge of 11 foreman	\$ 9.00 per hour above base rate
In charge of 12 foreman	\$ 10.00 per hour above base rate

9. Foreman: \$2.00 above the Journeyman Wireman Rate of Pay. Foreman only work under the direction of the General Foreman or Shop Foreman on the Job.

10. Journeyman Wireman when performing welding or cable splicing:  
\$1.00 above the Journeyman Wireman rate of pay.

Journeyman Wireman required to have a NYS Asbestos Certificate will be paid \$1.00 above the Journeyman Wireman rate of pay.

**Section 3.06** (a) No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on the job.

(b) The Employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, traveling time, room and board, and all other necessary expenses.

**Section 3.07** When the employee is required to report to a job and required to change jobs during regular work hours, the Employer shall pay for traveling time and furnish transportation.

**Section 3.08** It is further mutually agreed that when an employee must eat his meals on the job, arrangements shall be made for suitable protected quarters.

**Section 3.09** The Employer agrees to deduct and forward to the Financial Secretary of Local Union 363 upon receipt of a voluntary written authorization – the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

### **Section 3.10 Show up Time and Inclement Weather**

a. Any employer may post a job as an inclement weather job provided the Local Union is notified at least forty-eight (48) hours prior. Notice must also be posted in the Contractors employee shed or dressing room on the job site.

b. If the job is posted as an inclement weather job, employees shall not report for work in case of inclement weather at the job site between the hours of 7:00 a.m. and 8:00 a.m., which would prevent performance of work. The Local Union office shall receive written notice at the time the job is posted.

c. If the job is not posted, the job is shut down, and if the employee did not start to work, the employee shall receive two (2) hours pay; if the employee is assigned to work he shall receive four (4) hours pay. If sent home after 12:01 p.m., the employee shall receive eight (8) hours pay or the established work day.

d. If an employee is ordered to the job and is not assigned to work and is sent home, the employee shall receive four (4) hours pay.

**Section 3.11 Shift Work** When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two or three shifts are worked:

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

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

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

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

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

f. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

g. There shall be a requirement for a day shift when either the second or third shift is worked.

**Section 3.12** *If unemployment prevails at the point of fifteen per cent (15%) of the workmen normally employed under the terms of this Agreement, being unemployed and are listed on the Referral List as unemployed, and are eligible for New York State Unemployment Insurance, then the Business Manager may bring to the Executive Board various plans of reduced working hours in order to put more people to work. The Executive Board must then vote on approving the plan. However, if other trades are working seven (7) hours on the job, and in conjunction with the electrical industry, then the Employer and the Union shall cooperate and fix the work day to the job condition.*

**Section 3.13** The installation, maintenance, connecting and repairing of all wiring of temporary lighting, heat or power shall be done by workmen employed under the terms of this Agreement.



**Section 3.14** Prefabrication of electrical materials, except standard catalogue items, shall be performed by workmen employed under the terms of this Agreement. Standard catalogue items do not include items made to the special specifications of the Employer or the customer.

**Section 3.15** The employer shall notify the Union 48 hours in advance of any layoff, whenever possible, and Saturdays, Sundays and holidays are not included.

### **Section 3.16 Hazard Pay**

On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, or in shafts of twenty-five feet deep, on tunnel projects over one hundred (100) feet long, or where gas masks are required, they shall receive an additional \$1.00 per hour above the regular straight time rate for such work. Tower and stack work at seventy-five (75) feet high, they shall receive an additional \$1.00 per hour; over one hundred (100) feet, journeyman wireman shall be paid at double time rate.

## **ARTICLE IV REFERRAL**

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

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

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

**Section 4.04** The Union shall select and refer applicants for employment without discrimination against such applicants by reason or membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

**Section 4.05** The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

## JOURNEYMAN WIREMAN/TECHNICIAN

**Group I:** All applicants for employment who have four or more years experience in the trade, are residents in the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union or the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee and who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

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

**Group III:** All applicants for employment who have two (2) or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for at least six months in the last three (3) years in the trade under a collective bargaining agreement between the parties of this Agreement.

**Group IV:** All applicants for employment who have worked at the trade for more than one (1) year.

**Section 4.06** If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the referral procedure, but such applicants, if hired, shall have the status of "Temporary Employee."

**Section 4.07** The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such temporary employees, and shall replace such temporary employees as soon as registered applicants for employment are available under the referral procedure.

### Definitions

**Section 4.08** "Normal Construction Labor Market" is defined to mean the following geographical area when work is performed in the following Counties and those portions thereof in the State of New York:

ROCKLAND COUNTY	SULLIVAN COUNTY
ORANGE COUNTY	ULSTER COUNTY
DUTCHESS COUNTY	DELAWARE COUNTY*
PUTNAM COUNTY	GREENE COUNTY**

\*Those portions of Colchester and Hanacock Townships south of the East Branch of the Delaware River and Andes, Harpersfield, Kortright, Stamford, Bovina, Roxbury, Middletown Townships.

\*\*That portion south of a line following the south limits of the City of Catskill in a westerly direction from the Hudson River to Highway 23A along 23A to the road following the little West Kill and continuing along this road to Delaware County.

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

**Section 4.09 Resident:** Means a person who has maintained his permanent home in the above-defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

**Section 4.10 Examinations:** An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety days. An applicant shall be eligible for examination if he has four years experience in the trade.

**Section 4.11** The Union shall maintain an "Out of Work List" which shall list the applicants within each group in chronological order of the dates they registered their availability for employment.

**Section 4.12** An applicant who is hired and who receives, *through no fault of his own, work of less than ten (10) normal work days (excluding Saturday and Sunday)* shall, upon registration, be restored to his appropriate place within his Group.

**Section 4.13** Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, Group III, and Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group, and shall be referred to other employment in accordance with the position of his Group and his place with the Group.

**Section 4.14** The only exceptions which shall be allowed in this order of referral are as follows:

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

b. The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age, the Business Manager shall refer first applicant on the register satisfying the applicable age requirements provided, however, that all names in high priority groups, if any, shall first be exhausted before such coverage reference can be made.

**Section 4.15** An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

**Section 4.16** It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 4.04 and 4.15 of this Article. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify any of the provisions of this section and its decision shall be in accord with this Agreement.

**Section 4.17** A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

**Section 4.18** A copy of the referral procedures set forth in this Article shall be posted on the Bulletin Board in the office of the Local Union and in the office of the Employers who are a party to this Agreement.

**Section 4.19** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of this Agreement between the parties.

**Section 4.20 Reverse Layoff** When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

a. Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group, then those in Group II, and then those in Group I.

b. Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.14 (a) is required.

c. Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate Group in paragraph (a) above.

## **ARTICLE V APPRENTICESHIP TRAINING**

**Section 5.01** The Committee may establish or authorize a Joint Subcommittee to be similarly constituted and selected for authorized training programs other than apprentices training programs.

**Section 5.02 (a)** In order to provide diversity of training or work opportunities, the Committee shall have full authority to transfer apprentices from one job or Employer to another. All transfers and assignments for work shall be issued by the Committee and the referral office be so notified.

**(b)** The Committee is hereby instructed and authorized to employ a full-time Training Director at such time as is possible and practical. The Committee shall delegate to the Director that responsibility and authority deemed necessary by the Committee.

**Section 5.03** All apprentices must enter the program through the Committee. An apprentice may be removed from training at any period of apprenticeship for violation of Committee rules and policies. Such removal by the Committee cancels the classification of apprentice and the opportunity to continue on the job training (OJT) or classroom training.

**Section 5.04** There shall be a minimum of six periods of apprenticeship. The first two periods, consisting of one-thousand OJT hours each and satisfactory completion of the first year of related classroom training, shall constitute the probationary period. Successive periods will require the minimum hours OJT and an additional year of related classroom training. The six periods are as follows:



SIX PERIODS	OJT HOURS	RELATED TRAINING
1	0-1000	Satisfactory progress
2	1000-2000	1st yr. School Completed
3	2000-3500	2nd yr. School Completed
4	3500-5000	3rd yr. School Completed
5	5000-6500	4th yr. School Completed
6	6500-8000	5th yr. School Completed

**Section 5.05** The Committee is authorized to and shall indenture sufficient new apprentices to provide for the availability of a total number of apprentices in the training area not to exceed a ratio of one apprentice to three Journeyman Wiremen who are normally employed under the terms of this Agreement.

An individual Employer shall employ only apprentices assigned by the Committee. No Employer is guaranteed any specific number of apprentices to be assigned to that Employer.

The Committee shall allow each qualified Employer a ratio of one first year apprentice to one apprentice to three Journeymen on any job or in any shop as shown below.

#### RATIO

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

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

The first person on the job shall be a Journeyman.

**A first year apprentice, as used above, may be an indentured apprentice in his/her probationary period, or an unindentured employed from the pool of qualified applicants.**

**Unindentured shall be replaced by first year indentured apprentices when they are available for assignment.**

**First year apprentices may perform all tasks assigned by a General Foreman, Foreman and/or Journeyman; however, they shall not work on or near live voltage circuits or systems.**

**If unable to furnish a first year indentured apprentice in accordance with the allowable ratio, the JATC shall assign the next available individual who was interviewed but not selected from the pool of applicants. If such a list does not exist, an individual applicant who has met all basic requirements for apprenticeship shall be assigned to the employer. The rate of pay for all such employees shall be at the first period apprentice rate.**

**If the supply of apprentices (3rd through 6th period) is exhausted, then first or second period indentured apprentices may be used on a temporary basis to fulfill the apprentice ratio until successive period apprentices become available to replace them.**

**The hours worked as an unindentured shall not be credited toward apprenticeship should they later be selected for apprenticeship. Only indentured apprentices shall attend or participate in related training activities. An individual shall not be employed as an unindentured apprentice for more than 2000 hours cumulative. The only benefit plans in which first year apprentices and unindentured must participate are local health and welfare plans and the National Electrical Benefit Fund (NEBF).**

**Section 5.06** An apprentice is to be under the supervision of a Journeyman Wireman at all times. Journeymen are not required to constantly watch the apprentice, but are to lay out the work required and permit the apprentice to perform the work of his/her own. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice. Only a sixth period apprentice shall be permitted to work alone on any job without supervision of a Journeyman Wireman.

**Section 5.07** The parties to this Agreement shall be bound by the Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

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

**Section 5.08 (a)** All Employers subject to the terms of this Agreement shall contribute three percent (3%) of the gross wages of the labor payroll for the purpose of maintaining the apprenticeship and training program. This sum shall be due the Trust Fund by the same date as is their payment to the N.E.B.F. under the terms of the Employee Benefit Agreement.

**Section 5.08 (b)** All Employers subject to the terms of this agreement shall contribute \$200.00 per year to the NECA/IBEW Community Scholarship Fund.

## **ARTICLE VI BENEFIT FUNDS**

### **Section 6.01 National Employee Benefit Fund (N.E.B.F.)**

It is agreed that in accord with the National Employee Benefit Agreement entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, that unless authorized otherwise, forward monthly to the designated Local Secretary- Treasurer an amount equal to 3 per cent (3%) of his gross monthly labor payroll which he is obligated to pay to the employees in this bargaining unit and a completed payroll to report prescribed by the National Board. The payment shall be made by check or draft and shall constitute a debt due and owing to the National Board on the last day of each calendar month, which may be recovered by suit initiated by the National Board or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local Secretary-Treasurer no later than fifteen (15) calendar days following the end of each calendar month.

Individual employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours written notice being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the Local Secretary-Treasurer. The failure of an individual employer to comply with the applicable provisions of the National Employees Benefit Agreement shall also constitute a breach of this Labor Agreement.

### **Section 6.02 Welfare Fund**

There shall be established a Welfare fund to be known as the "I.B.E.W. Local Union #363 Labor Welfare Fund".

**There shall be six (6) Trustees appointed to administer the Fund, three (3) representing the Employers to be designated by them, and three (3) representing the Union to be designated by them.**

**The administration of the Fund shall be performed by the Trustees to be selected by the parties they represent and in accordance with the Welfare Fund Agreement to be hereafter executed, by the rules and regulations which have been established and which may be hereafter established by said Trustees.**

**The Welfare Fund shall be financed by a payroll assessment in accordance with the Benefit Schedules found in Section 3.05 (b) of this agreement which are to be paid by the Contractors for all employees under the jurisdiction of the Union in their employment in the territory of Local Union 363.**

**Benefits to be paid to the employees from this Welfare Fund shall be: Death Benefits, sickness and accident, hospitalization and surgical, and dental benefits for employees and their immediate families; however, only to the extent that the financial condition of the Fund shall permit, and also, in the discretion of the Trustees.**

**The expense of the administration of this Fund shall be paid from the income to the Fund derived from the contributions paid by the Employers as heretofore set forth in accordance with the Agreement and Declaration of Trust.**

**The Employer's payments must be mailed to the Administrator of the Fund to reach that office not later than fifteen (15) calendar days following the end of each calendar month.**

### **Section 6.03 Vacation and Paid Holiday Fund**

It is hereby agreed between the Union and the Employer that the Vacation and Paid Holiday Fund shall be financed by a payroll assessment in accordance with the Benefit Schedules Section 3.05 (b) of this agreement which are to be paid by the Contractors for all employees under the jurisdiction of the Union in their employment in the territory of Local Union 363.

### **Section 6.04 Pension Fund**

There shall be established a Pension Fund to be known as the "I.B.E.W. Local Union #363 Pension Fund".

There shall be six (6) Trustees appointed to administer this Fund. Three (3) shall represent the Employers, to be designated by them, and three (3) shall represent the Union, to be designated by them.

It is hereby agreed between the Union and the Employer that the Pension Fund shall be financed by a payroll assessment in accordance with the Benefit Schedules found in Section 3.05 (b) of this agreement which are to be paid by the Contractors for all employees under the jurisdiction of the Union in their employment in the territory of Local Union 363.

Employers' payments must be mailed to the Administrator of the Fund to reach that office not later than fifteen (15) calendar days following the end of the calendar month.

### **Section 6.05 Annuity Fund**

There shall be established an Annuity Fund to be known as the "I.B.E.W. Local Union #363 Money Purchase Pension Fund."

It is hereby agreed between the Union and the Employer that the Money Purchase Pension Fund shall be financed by a payroll assessment in accordance with the Benefit Schedules found in Section 3.05 (b) of this agreement to be paid for by the Contractors for all employees under the jurisdiction of the Union in their employment in the territory of Local Union 363.

(a) the administration of the Fund shall be performed by Trustees to be selected by the parties they represent and in accordance with the Annuity Fund Agreement, to be hereafter executed, which Agreement shall conform to Section 302 of the Labor Management Relations Act of 1947, as amended.

(b) the Trustees shall have the authority to establish rules and regulations covering eligibility and benefits.

(c) There shall be no more than six (6) Trustees appointed to administer this Fund, no more than three (3) representing the Employers, and three (3) representing the Union. An equal number of alternate Trustees may be designated by both parties to act in the event or absence or resignation of the Trustees.

**Section 6.06 Supplement Unemployment Benefit**

It is hereby agreed between the Union and the Employer that the Supplement Unemployment Benefit shall be financed by a payroll assessment in accordance with the Benefit Schedules Section 3.05 (b) of this agreement which are to be paid by the Contractors for all employees under the jurisdiction of the Union in their employment in the territory of Local Union 363.

**Section 6.07 Payroll Reports, Fund Termination, Union & Trusts**

The Employer shall furnish weekly reports to the Local Union 363 Office giving each workman's name, Social Security number, classification, wage rates, straight time hours worked, over-time hours worked, and gross wages paid to all workmen. A copy is to be sent to the Local N.E.C.A. Office.

If at any time any of the Funds should terminate and the obligation of the employer to pay the fund ceases, it is agreed that the employer, at such time, shall immediately increase the rate of hourly pay of the employees to the amount he would normally pay into the funds, therefore, allowing and permitting the employee to buy his own coverage.

The employer shall prepare and furnish weekly reports on forms to be supplied by the Union, giving such wage, employment, or such other information as may be called for on such forms, following all completion and distribution instructions as are contained on such forms.

The Trustees of the above funds have entered into an Agreement with the Union and the various Trust Funds for the purposes of administering the above Trusts. The Union and the various Trust Funds shall be considered an employer for the purposes of contributing to the Trust Funds on all employees of the Union and the various Trust Funds.



## **ARTICLE VII INDUSTRY FUND**

**Section 7.01** Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

**Section 7.02** The National Electrical Contractors Association will be responsible to see that the objects of the fund, as outlined in the trust, are adhered to strictly.

No part of the funds collected under this trust shall be used for purely social activities. No part of the funds collected under this trust shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its Local Unions.

## **ARTICLE VIII**

### **LABOR MANAGEMENT COOPERATIVE COMMITTEE (LMCC)**

The parties agree to participate in the Labor Management Cooperative Committee, or its successor, which is established under the authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 USC S175 (a) and S302(c)(9) of the Taft-Hartly Act, 29 USC S186(c)(9). The purposes of this committee are:

1. To improve communications 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 organizational effectiveness;
3. To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the construction industry;
5. To enhance the involvement of workers in making decisions that affect their working lives;
6. To do any and all other lawful activities authorized under the Act.

The Committee shall function in accordance with, and as provided in the Articles of Incorporation and Bylaws of the Labor Management Cooperation Committee, and the subsequent amendments thereto. Employers making contributions shall be entitled to participate therein, as provided in said Articles of Incorporation and Bylaws.

The Employer's party to this collective bargaining agreement shall contribute nine cents (\$0.09) per hour worked under this Agreement on a monthly basis with checks payable to Local Union 363 Labor Management Cooperative Committee, due on or before the fifteenth (15th) day of the following month.

**ARTICLE IX**  
**NATIONAL LABOR MANAGEMENT COOPERATIVE**  
**COMMITTEE (NLMCC)**

**Section 9.01** The parties agree to participate in the NECA-IBEW National Labor-Management Cooperative 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 purposes 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 organizational effectiveness;

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

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

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

(6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;

(7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

(8) to engage in public education and other programs to expand the economic development of the electrical construction industry;

(9) to enhance the involvement of workers in making decisions that affect their working lives; and

(10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

**Section 9.02** The Funds 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 9.03** 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 Hudson Valley Chapter, NECA, or its designee, shall be the collection agent for this Fund.

**Section 9.04** 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 attorney's fees.

**ARTICLE X**  
**ADMINISTRATIVE MAINTENANCE FUND**

**Section 10.01** Each individual Employer (each electrical contractor) who is party to this Collective Bargaining Agreement, shall contribute a portion of their gross labor payroll (productive electrical payroll), accrued pursuant to the terms of this Collective Bargaining Agreement, to the Hudson Valley Chapter Administrative Maintenance Fund, in an amount as determined by the Trustees of said Fund. Refer to Section 3.05(b) Benefit Schedules.

All such contributions shall be forwarded monthly by the Employer on or before the 15<sup>th</sup> day of the month following in which the work was performed to the Hudson Valley Chapter Administrative Maintenance Fund as a line item added to the NEBF form.

**Section 10.02** The Hudson Valley Chapter Administrative Maintenance Fund shall operate in accordance with a certain Declaration of Trust and any amendments thereto. The revenues of the Fund shall be expended exclusively for the purpose of administering the Collective Bargaining Agreement, including, but not limited to, collective bargaining negotiations, process of grievances and all other management duties and responsibilities necessary to the administration of this Collective Bargaining Agreement.

**Section 10.03** A Board of Trustees, all of whom shall be appointed by the Hudson Valley Chapter, Inc., National Electrical Contractors Association (NECA), shall administer the Fund.

**Section 10.04** Each Individual Employer (electrical contractor) who is party to this Collective Bargaining Agreement accepts and agrees to be bound by the terms of this paragraph and the provisions of the Declaration of Trust and any amendments thereto. The failure of any Individual Employer (any electrical contractor) to contribute the proper amount to the Hudson Valley Chapter Administrative Maintenance Fund, as required herein, shall be considered in breach of this agreement. The contributions to the Fund shall be subject to the same delinquency requirements as are the contributions to the other trust funds established under the terms and provisions of this Collective Bargaining Agreement. The Fund Trustees and not the Local Union shall have the sole responsibility for the enforcement of this provision.

**Section 10.05** No part of the funds collected pursuant to this paragraph and contributed to the Hudson Valley Chapter Administrative Fund shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers (IBEW) and its local unions.

**Section 10.06** The contributions required pursuant to the provisions of this paragraph shall be made monthly by check payable to the Hudson Valley Administrative Maintenance Fund, 375 Route 32, Central Valley, NY 10917 and added as a line item to the monthly NEBF form.

**ARTICLE XI**  
**PAYMENT OF CONTRIBUTIONS**

**Section 11.01** Suitable cash security, an irrevocable letter of credit, personal guarantee, or a Bond of \$50,000 procured from an insurer licensed to do business in the State of New York shall be posted with the Administrator of the Pension, Welfare/Security, Vacation, Annuity, SUB and AMF Funds by all contractors to assure payment of the benefits. The bond shall also secure the payments required under this Collective Bargaining Agreement to be made to the NEBF, NEIF, JATC, LMCC, NLMCC and to pay the Local Union's Working Dues.

<u>Number of Participants</u>	<u>Amount of Bond</u>
01 - 05	\$ 20,000
06 - 10	\$ 50,000
11 - 29	\$100,000
30 - 59	\$150,000
60 - 89	\$200,000

The frequency of payment to the Funds listed above may be changed to monthly no later than fifteen days after the month for which they are due provided the contributing Employer posts a \$100,000 bond as provided above.

**Section 11.02** Interest at the rate of two percent (2%) per month shall be charged against all delinquent Fund payments. Neither the Trustees nor the Local Union shall be prohibited by any clause contained in this Agreement from taking any legal action to effect payment to said Funds then the Contractor shall pay auditing costs, court costs and reasonable attorney's fees incurred.

**Section 11.03** Upon notice by the Trustees to the Union of a delinquency the Local Union may withdraw labor covered under this Agreement at a rate of ten percent (10%) (or fraction thereof) of the work force per week (upon seventy-two hours notice in writing served by the Union), provided the Employer does not cure said delinquency within the seventy-two hour period.

**Section 11.04** For all employees covered by this Agreement, the Employer shall carry Workers Compensation Insurance with a company authorized to do business in this state, Social Security and such required by the laws of this state and shall furnish satisfactory proof of such to the Union. He shall also make payments to the New York Unemployment Compensation Commission, Local Union 363 Welfare Fund, Pension Fund, Vacation and Paid Holiday Fund, SUB Fund, AMF Fund, Money Purchase Pension Fund, J.A.T.C. Fund, the Scholarship Fund of Local Union 363, L.M.C.C., N.L.M.C.C., Working Dues and the N.E.B.F. for all employees covered by the terms of this Agreement

A Contractor, who is non-productive, at his option, may pay into all of the above funds for himself or any office employees, if permissible by law. A Contractor who normally performs electrical installations, must pay into all of the above funds. The contractor's rate of pay will be based on the Journeyman Wireman's rate of pay.



## **ARTICLE XII SAFETY**

**Section 12.01** It is recognized that the employer has the exclusive responsibility to provide a safe and healthful workplace and conditions of employment.

**Section 12.02** There shall be a Joint Safety Committee consisting of three members representing the Employer and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal and State laws. Such rules and the other safety rules provided in this Article are minimum rules and not intended to imply that the union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

**Section 12.03** It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

**Section 12.04** Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A committee member is eligible to succeed himself.

**Section 12.05** Neither the Union, nor any member of the Committee, nor any employee representative performing safety or health-related functions under this Agreement, shall be liable to the Employer, to any employee or to any other person for any act or failure to act in the capacity of an employee representative or committee member.

**Section 12.06** Two Journeymen shall work together on all energized circuits of 440 volts AC or 250 Volts DC or respective higher voltages. Journeymen shall be assisted by one Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 480 Volts.

**Section 12.07** Cable Splicers shall not be required to work on wires or cables when the difference in potential is over 200 volts between two conductors or between any conductor or ground unless assisted by one Journeyman. In no case shall Cable splicers be required to work on energized cables carrying in excess of 480 volts.

**Section 12.08** No employees shall be compelled to use a powder actuated tool. Only qualified employees shall be permitted to use powder-actuated tools.

**Section 12.09** The employer shall furnish hard hats when such are required and shall also furnish proper individual protective gear to workmen engaged in burning the welding operations.

**Section 12.10** The safe work practices that are in effect on utility company property which are more stringent than those in this Agreement

**Section 12.11** It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

**Section 12.12** No motor vehicles shall be used for pulling wire or cable; power or hand winches shall be used for this purpose.

**Section 12.13** No welder shall work alone. All welding tools and equipment such as chipping hammers, gloves, leather sleeves and coats, etc., will be supplied by the Contractor.

**Section 12.14** Every job site shall be furnished with a complete class "A" First Aid Kit as per the sample presented and deposited in the N.E.C.A. Office. There must be suitable water facilities on each job site.

**Section 12.15** All safety shields, belts, harnesses, ear protection, etc., or any equipment or material needed to properly do a job safely, must be supplied by the Contractor.

**Section 12.16** It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards. Also, to see that all foul weather gear is available to the men who need it. He will also make sure that a warm and safe place for the men to eat and store tools is available. A telephone number must be made available on each job in case of emergencies so that a man can be reached at all times. Before starting any job, the foreman must contact the Union Office for a list of safety rules, a first aid book, a diary, and a registration card.

**Section 12.17** All equipment, rented or otherwise, must be operated by a qualified employee working under the terms of the Agreement. (example: core drill, backhoe, mole for boring, ditch witch, Fork lift, etc.)

**Section 12.18** All Employers agree to forward the "Employer's First Report of Injury" form to the Local Union Business Manager within forty-eight hours of any accident requiring medical attention and/or hospitalization. In the event of a fatal accident, the Employer shall immediately inform the Local Union Business Manager by telephone and all available information will be forwarded by wire to the Director of Safety.

**Section 12.19** Employer's vehicles used for transporting workmen shall be suitably enclosed to afford protection from inclement weather. All vehicles furnished by the Employer shall be insured under the required laws of the State of New York.

### **ARTICLE XIII SUBSTANCE ABUSE**

The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

## **ARTICLE XIV TEMPORARY LIGHT AND POWER**

**Section 14.01** The installing, maintaining, connection, shifting and repairing of all wiring for temporary lighting, heat and power, and maintenance of pumps, fans, blowers, and all other electrical equipment in new buildings under construction, old buildings undergoing alterations, subways, bridges, tunnels, road and all other types of construction, shall be performed by workmen employed under the terms of this Agreement in the course of their regular construction work.

**Section 14.02** If overtime is being performed by any trade or trades and temporary light or power is provided for same, and such wiring is temporary and not a part of the permanent system, a workman employed under the terms of this Agreement shall remain on the job. Such workmen shall, in addition to the maintenance of temporary light and power, perform all other electrical work as instructed by his Employer under the terms of this Agreement.

**Section 14.03** All shift work on maintenance of temporary light and power shall be on a straight time basis, eight (8) hours per day, or the established work day.

**Section 14.04** Temporary light and power maintenance shall be eliminated between the hours of 8:00 am and 4:30 p.m. from Monday through Friday inclusive, or the hours, of the established work day.

When electricians are not working on a job and temporary light and power is required , the first eight (8) shall be at the straight time rate, 8:00 a.m. through 4:30 p.m. When shift work is planned it shall be planned for not less than three weeks, and the Union Office must be notified by either the General Contractor or the Electrical Contractor in writing.

All temporary light and power before the hour of 8:00 a.m. and after the hour of 4:30 p.m. shall be paid for at the time and one half (1 1/2) rate; Sundays and holidays shall be paid at the double time rate except as herein provided.

**Section 14.05** Trailers or extension cords and light shall be of one socket and one attachment plug and not exceed forty (40) feet of flexible wire, which shall be made up and repaired by workmen employed under the terms of this Agreement, but such may be placed in the various sockets or receptacles by trades using them. This provision shall apply to lighting or power appliances.

All temporary cords and wiring must be three-wire polarized for the safety of all men using the equipment. All portable tools shall be polarized as required by the state law and the National Electrical Code.

**Section 14.06** If there are no other trades working and the owner wishes to have a qualified man on call in case of power failure or emergency, then the foreman will assign one man on call for each shift as a standby man. Each man will post a phone number where he can be reached at any time during his designated shift. The employee on each designated shift shall receive two hours pay.

**Section 14.07** If the employee is called out on said emergency of power failure, then he will be guaranteed four hours pay. If the man is needed for more than four hours then he shall be paid at least eight hours or until whatever time he may be relieved from his job.

**Section 14.08** When a stationary or automatic heating boiler is wired permanently through the permanent service to the main panel to the boiler, no maintenance shall be required.



**ARTICLE XV**  
**UNION LABEL**

The policy of the members of the Local Union is to promote the *use of materials and equipment manufactured, processed, or repaired under economically sound wage, hour and working conditions by their fellow workers of the I.B.E.W.*

The Official Construction Label of the I.B.E.W. shall be placed on the *inside of all panel boxes, and outside of all switchboards, and on door jams on all buildings where electrical work is being done by the members of the Union under the terms of this Agreement.*

## SEPARABILITY CLAUSE

**This Agreement is made and entered into between the Hudson Valley Chapter, National Electrical Contractors Association, and the International Brotherhood of Electrical Workers, Local Union 363, this 29th day of March 2001.**

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

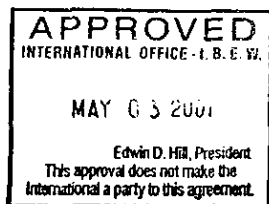
**SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, I.B.E.W.**

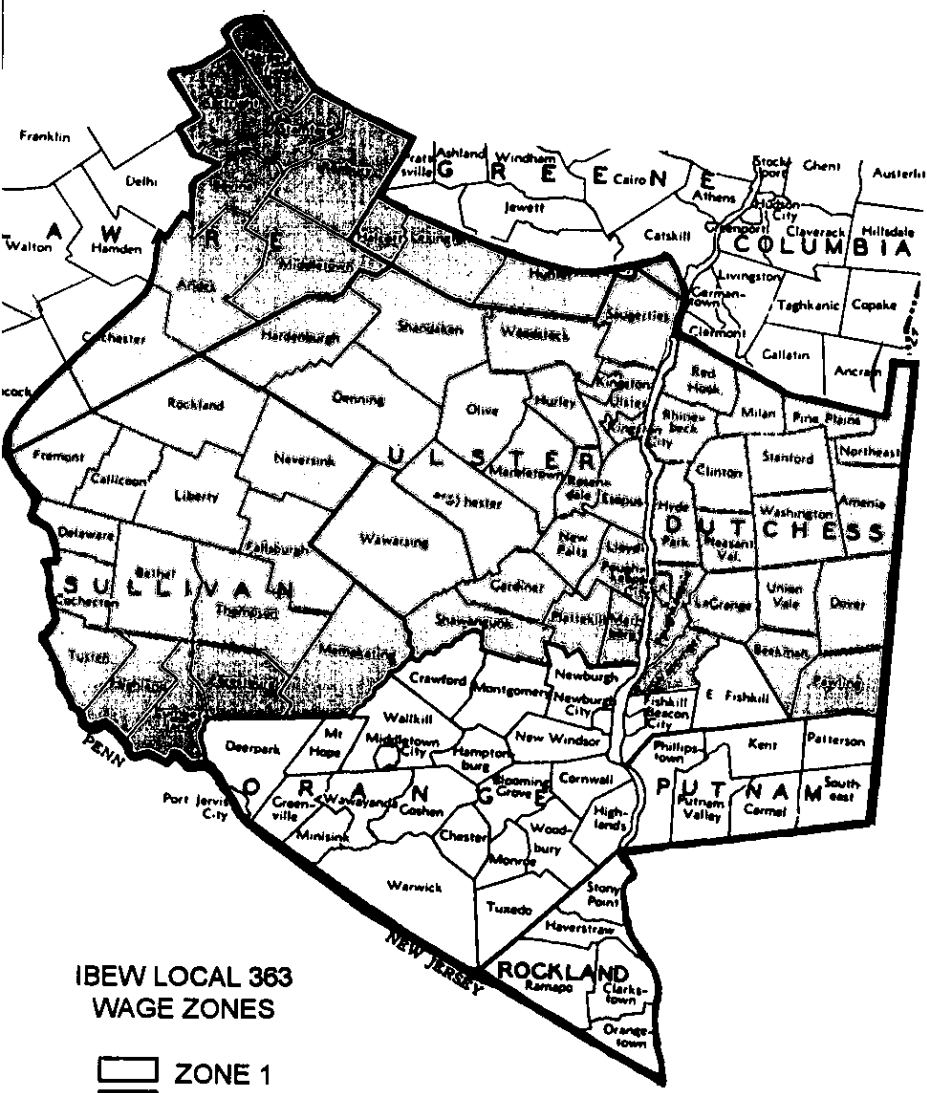
**Signed for Hudson Valley  
Chapter N.E.C.A.**

**Signed for Local Union  
363, I. B.E.W.**

  
**James Johannemann  
Chapter President**

  
**Joseph Maraia  
Business Manager**





**IBEW LOCAL 363  
WAGE ZONES**

- ZONE 1
- ZONE 2