

AGREEMENT made as of the 1st day of July, 2002 by and between LIGHTING & ELECTRICAL MAINTENANCE ASSOCIATION, (Association) for and on behalf of its members (Employers), on the one hand and LOCAL UNION NO. 3, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO (Union) on the other hand as follows:

K 8703  
1,300 workers  
17 pgs.

**ARTICLE I - Recognition - Union Security**

Section 1. The Employers hereby continue their recognition of the Union as the exclusive bargaining agent for all of the employees of the Employer covered by this Agreement, as hereafter described and defined, in respect to wages, hours and other conditions of employment. The Employers recognize and will not interfere with the right of the employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Employer or any of their agents because of membership in the Union.

Section 2. All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of the Agreement. All employees shall be required to become and remain members of the Union as a condition of employment from and after the 31st day following the date of their employment, or the effective date of this Agreement, whichever is later.

Section 3. The employer agrees upon receipt of an authorization card to deduct the proper dues amount monthly from each employees paycheck and to remit same to Local #3, I.B.E.W. The Company further agrees that in the event of an employees absence from work it will deduct dues from the first pay week after the employee returns to work to makeup for any payments that may have been missed by the employees absence.

7/1/2002 - 6/30/2005

Section 4. Each employer agrees that if an employee signs an authorization card allowing the employer to deduct .02 cents per hour for COPE, the employer agrees to remit same to the Joint Industry Board.

**ARTICLE II -Jurisdiction**

Section 1. This Agreement covers and includes any and all work necessary to service, maintain, and repair (a) all kinds of fluorescent and incandescent lighting and fixtures, (b) electrical equipment (such as high voltage switch gear, secondary switch gear, electrical distribution panels and related circuits, motors, motor controllers, electrical pumps, pneumatic tubes and conveyor systems, UPS, Generators, Frequency Drive Invertors, Smoke detectors, Security System and other electrical systems, (c) air conditioning (d) high intensity discharge lamps and electronic devices, and (e) washing and cleaning of the foregoing equipment and fixtures. \*\*There will be no retrofits under this agreement \*\*

Section 2. The classifications covered by this Agreement are (a) General Foreman (b) Foreman (c) Assistant Foreman (d) Maintenance Mechanics (e) Lighting Technicians (f) Apprentices and (g). Helpers

Section 3. The geographic scope of the coverage of this Agreement shall be at least equal to the scope of the jurisdiction of the Union.

**ARTICLE III - Wages**

Section 1. (1) The Employers shall pay their employees covered by this Agreement at least the following minimum hourly wage rates:

	2/1/03	2/1/04	2/1/05
General Foreman	28.84	29.71	30.68
Maint. Mechanic	20.69	21.31	22.00
Lighting Technician	14.00	14.42	14.89
Helpers	10.41	10.72	11.07
Apprentices	1 <sup>st</sup> year minimum contract rate for helpers		
	2 <sup>nd</sup> year .50 above contract rate for helpers		
	3 <sup>rd</sup> year 1.00 above contract rate for helpers		

This additional compensation shall become effective after notice from the Joint Apprenticeship and Training Committee on July 1st of each year. Upon completion of the apprentice training program the employee shall be promoted to Lighting Technician. Each employer agrees to a rotation of apprentices within the shop. Apprentice to have first opportunity to work with Mechanics on shutdowns.

(2) All current regular employees shall receive the following percentage increases on the employees wage rate in effect on the respective dates as follows.

	2/1/03	2/1/04	2/1/05
Maintenance Mechanic	3%	3%	3.25%
Helpers	3%	3%	3.25%
Lighting Technicians	3%	3%	3.25%
Apprentices	3%	3%	3.25%

Section 2. All new employees to the Industry shall be subject to a six month probationary period during which period they shall be paid five (5%) percent less than the minimum contract rate for three (3) months and may be terminated with or without just cause within the first thirty days.

No helper working at the minimum contract rate shall work on fixture wiring.

Section 3. Wages shall be paid weekly during regular working hours on each Monday and shall be paid for all work performed up to and including the preceding Wednesday at 4:00 p.m. or at the end of his regular shift on Wednesday. If an employee has not been paid by the end of his regular shift; after a second occurrence within a three month period, at the discretion of the employer; the employee shall either remain on the job until paid or report to the office and shall be paid at the rate of time and one-half for all time after the end of his regular shift. If available each employer will provide for direct deposit.

Section 4. Each employer employing 10 employees shall be required to employ a general foreman. A working foreman with at least four mechanics in his crew or any employee classified as a foreman shall receive at least \$1.50 per hour above the mechanics rate. Any employee classified as a assistant foreman shall receive a minimum of .75 above the mechanics rate.

Section 5. Every employee who is receiving more than the minimum wage rate at the date of signing of this Agreement and remains in the employ of the Employer, shall not suffer a reduction in wages or lose any benefits he enjoys at the signing hereof.

Section 6. Each employer, shall pay on behalf of each employee covered by this Agreement all of said employees portion of the Social Security Tax. The Employee shall pay the Medicare portion of FICA on earnings above the annual cap.

Section 7. Employer agrees to pay 15% shift differential to employees who are regularly scheduled to work the first shift, which shall be 12 a.m. to 8 a.m. and 10% for the third shift which is any shift that starts after 10 a.m. and ends before 11:59 p.m. any employee regularly scheduled to work first or third shift shall receive the appropriate differential pay when calculating an employees holiday pay as provided for in Article 5, Section 1.

There shall be no split shifts and each employee shall be entitled to two consecutive days off. All employees shall be notified seven days in advance of any change in their shift. Vacation pay for permanent shift employees shall include the appropriate shift differential.

Section 8. Employees should be paid a 15% Shift differential for Saturday and Sunday excluding sites currently receiving time and a half. Saturday and Sunday work from Midnight to 8:00AM increase to 20% differential, effective 2/1/03.

## **ARTICLE IV - Hours and Overtime**

Section 1. The regular hours of labor shall be eight (8) hours per day, and a work week of any five (5) regularly scheduled days within Monday to Sunday. Starting times for day shift or second shift flexible and shall be within the time frame of 7:00 a.m. to 10:00 a.m. or 6:00 a.m. if there is a first shift. The work day shall consist of eight (8) hours and there shall be a one (1) hour lunch period.

Section 2. Any employee who shall work any time in excess of eight (8) hours per day or any regular day off, as defined above, shall be paid therefore at the rate of time and one-half the regular hourly rate of pay of such employee.

Section 3. Helpers on shift work are to work any eight (8) hours from Monday thru Friday. Any hours after eight (8) hours to be time and one-half. All work done on Saturday and Sunday to be at time and one-half for helpers.

## **ARTICLE V - Holidays**

Section 1. On the following holidays all employees shall be entitled to a day off with a full day's pay:

New Years Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Harry Van Arsdale Jr. Day (Day After Thanksgiving)
Labor Day	Christmas Day
Martin Luther King Jr. Day	

Section 2. All employees who are required to work on any of the above holidays, shall receive pay at the rate of time and one-half their regular rates of pay and in addition the holiday pay provided for in Section 1 above.

Section 3. If a holiday falls on Saturday, employee is given off Friday with pay, if a holiday falls on Sunday, employee is given off Monday with pay.

## **ARTICLE VI - Vacati ns**

Section 1. All regular employees who have been employed by the Employer for a least one year shall be entitled to a paid vacation of:

1 year in the Industry	-	2 weeks
8 years in the Industry	-	3 weeks
17 years in the Industry	-	4 weeks
25 years in the Industry	-	5 weeks

Time of vacation is to be distributed according to seniority.

Section 2. Third week of vacation may be taken in days and any employee entitled to 5 weeks vacation may take 2 weeks in days.

Section 3. In an event of a layoff or termination all regular employees are entitled to the pro-rata share of vacation pay, paid upon termination. In the event of a change in contractor at a specific site where some or all of the current employees remain, unless an addendum to this agreement is signed transferring the liabilities regarding accrued vacation to the new contractor the current contractor shall pay all accrued vacation on a pro-rata basis upon termination.

## **ARTICLE VII - Joint Industry Board**

Section 1. The Joint Industry Board consists of fifteen (15) persons, representing Employers and fifteen (15) representing the Union, plus one (1) person representing the public.

Section 2. Each Employer shall be and remain a participant in the electrical Industry's Joint Industry Board which shall administer Pension, Welfare, Major Medical, Educational and Cultural and other benefit funds. The Joint Industry Board shall have the power to formulate, and when necessary to modify or amend, rules and regulations which will promote harmony between Employers and employees in the industry and will study and initiate a program which will make it possible for the Industry to be of greater assistance to those purchasing the Employer's services, the potential purchaser and the general public all rules and regulations, modifications or amendments shall be sent in printed form to all parties to this Agreement and all

individual Employers employing employees under the terms and provisions of this Agreement.

Section 3. The Employers, shall pay to the Joint Industry Board on behalf of all employees covered by this Agreement the following percentages on the total gross weekly production payroll. Total gross weekly production payroll is defined as all straight time hours and the straight time portion of all overtime hours. Excluding vacation, holiday and bereavement pay. Annuity contributions are based on all hours paid, including vacation, holiday and bereavement:

Effective:	<u>2/1/03</u>	<u>2/1/04</u>	<u>2/1/05</u>
Pension & Hospitalization	27.61%	27.61%	27.61%
Educational & Cultural	1.00%	1.00%	1.00%
Dental	4.24%	4.24%	4.24%
*NEBF	3.00%	3.00%	3.00%

Effective 2/1/03 Each employer agrees to contribute 3% of the total gross weekly pay to the NEBF on behalf of the employees at or above the minimum mechanics rate.

The Employer, shall participate in the annuity plan of the Electrical Industry.

Section 4. Combined Annuity/ASBF contribution shall be:

For all hours paid for mechanics

2/1/03	2/1/04	2/1/05
\$3.25 per hour	\$3.50 per hour	\$4.00 per hour

For all hours paid for helpers, apprentices and lighting technicians.

2/1/03	2/1/04	2/1/05
\$1.75 per hour	\$2.00 per hour	\$2.50 per hour

\*These contributions must satisfy the minimum funding requirement for the Annuity Plan. Which is currently \$4.00 a day into the Annuity fund.\*

Section 5. Each Employer shall furnish coverage for Workmen's Compensation, disability benefits and unemployment compensation on behalf of each employee of said Employers covered by this Agreement, as may be required under law and shall file the necessary returns and data and pay the premiums that may be required. In addition and in an effort to increase Workmen's compensation payments to injured employees and to lengthen the period for such payments every Employer shall participate in EESISIP.

Section 6. The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Lighting Maintenance 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 with provisions for organizing.

#### **ARTICLE VIII - Miscellaneous**

Section 1. Each Employer shall employ a minimum of two (2) Maintenance Mechanics during the life of this Agreement. There shall also be a ratio of one (1) mechanic for each six (6) helpers/apprentices.

Section 2. Nothing contained in this Agreement shall be construed as limiting the right of the Employer, to discharge immediately any Employee for inefficiency, insubordination or any other just cause. Disputes on the above shall be processed in accordance with the grievance and arbitration clause of this contract.

Section 3. The Union may appoint one of its members to act as a shop steward. Said steward may remain on the job up until not more than one (1) employee is left on the job.

Section 4. Each Employer, covered by this Agreement shall become and remain a member of the Electric Sign Board of New York, Inc. in accordance with said Board's constitution and by-laws as amended from time to time.



Section 5. Nothing contained in this Agreement shall deny or be deemed to deny the right of the Union or its Representatives to render assistance to other labor organizations by removal of employees from jobs when necessary and when the Union or its proper representatives decides to do so; but no removal shall take place until notice is first given to the Employer involved.

Section 6. Should any disagreement arise between the Company and the Union as to the meaning or application of this contract, there shall be no suspension of work on account thereof, but both parties shall make an earnest effort to adjust the same, by immediate resort to the following procedure.

Any grievance between Employer and employee, or his representative, shall be attempted to be settled in the first instance directly between the Employer and the Union representative involved.

In the event the grievance cannot be amicably adjusted, in the first instance, either the Employer or the Union may refer said grievance to arbitration through the American Arbitration Association the decision of the arbitrator shall be final and binding and the cost of the arbitrator shall be born equally between the parties.

Section 7.

1. The Employer agrees to contribute up to one-half (1/2%) percent of the gross payroll each week to be placed in the Joint Apprentice and Training fund which will be administered by two (2) Trustees from the Employers and two (2) Trustees from the Union, to be appointed by the respective parties and such Trustees shall be solely responsible for the disbursement of such Trust Fund. The contribution may be reduced or suspended by the Trustees.

2. No apprentice shall be required to work overtime on a school night.

Section 8. Bereavement Time: The employer agrees to pay three (3) consecutive days off with pay for spouse, or child.

Section 9. The employer agrees to participate in transit checks pending practical administration.

**ARTICLE IX - Deferred Salary Plan 401K**

The Employer agrees to participate in the Deferred Salary Plan of the electrical Industry on behalf of all employees covered by the collective Bargaining Agreement. The Employer agrees to defer one (1%) percent of each employee's gross salary. The Employer shall honor requests from employees to increase or decrease it to a minimum of one (1%) percent. Such request shall be implemented according to the rules of the plan. The wages paid to employees, as specified in this Agreement, shall be reduced by the amount deferred to this plan (through such reduction shall not diminish the amount contributed to any such plan of the Electrical Industry).

**ARTICLE X**

The Association recommends on going and periodic mandatory safety courses for all DBM employees to be administered by the electrical Employers Self Insurance Safety Plan. The parties agree to abide by the following safety guidelines:

1. Two mechanics on any 480 volt work.
2. If power to any lighting (110-volt or 277-volt ) can be controlled by a light switch, trained mechanics or trained Lighting Technicians or trained helpers working with a mechanic or lighting technician shall turn off the switch and implement the lockout / tagout procedures established by the employer, as required by the OSHA Standards. If power cannot be controlled by a light switch and it becomes necessary to control the power at the circuit breaker, only a mechanic or lighting technician trained in lockout / tagout procedures shall turn off the power at the breaker and implement the lockout / tagout procedures established by the employer, as required by the OSHA Standards.

3. Only mechanics and those employees in other classifications that have completed the mandatory Lockout / Tagout safety course administered by EESISIP shall work on any 277 volt lighting fixture wiring.
4. The employer shall implement a policy for the safe use and care of portable power hand tools as required by the OSHA Standard.
5. The employer shall implement a policy for the safe use and care of non-power hand tools as required by the OSHA Standard.
6. The employer shall implement a policy for the safe use and care of safety harnesses, eye protection, face protection, and proper work attire such as gloves, helmets, work shoes, and work uniforms as required by the OSHA Standard. Additionally, the employer shall provide adequate training in fall protection before a worker employs the use of a safety harness.
7. The employer shall implement a policy and adequate training for the safe use and care of all types of ladders and motorized and non-motorized scaffolding, genie lifts and cherry pickers as required by the OSHA Standard.
8. The employer shall not advocate a policy of working live. As required in the OSHA Standard.
9. The employer shall implement a policy and adequate training pertaining to the Hazard Communications (MSDS) standard according to OSHA.
10. The employer shall implement a formal, written, site specific Lockout / Tagout policy as required by the OSHA Standard. The employer shall also enforce the use of the policy and ensure each worker is adequately trained in the steps of the policy.

11. All employees working at heights covered by the OSHA Fall Protection Standard shall be adequately trained by the employer as required by the OSHA Standard. The employer shall provide all necessary safety equipment for working at any height requiring same by the OSHA Standard. When working at heights of 40 feet or higher, the employee shall receive one and one half pay as compensation for working at the height.

### **ARTICLE XI - Term of Agreement**

Section 1. This Agreement shall be effective as of July 1, 2002 until and including June 30th, 2005, and from year to year thereafter, provided, however, that either party may terminate this Agreement as of the 30th day of June, 2005 of any subsequent June 30th thereafter, by giving to the other party at least ninety (90) days notice in writing of such termination.

Section 2. This Agreement shall be binding upon and inure to the benefit of the Union and the Employer, and their respective members, and the employees employed by the Employer. If any provision of this agreement is deemed illegal or violates any Federal, State or City laws, that provision shall be null and void and the rest of this agreement shall remain in full force and effect.

Section 3. Should either party to this Agreement desire to modify or amend any provision in this Agreement, notice in writing specifying the desired change must be given to the other party not less than ninety (90) days prior to the date when such change is desired to go into effect.

Section 4. The Employer represents that it is fully empowered to enter into this Agreement and to bind its members without their individual signatures, and this Agreement shall be fully binding and effective in accordance with its terms upon the signatures of the parties hereto.

ARTICLE XII - Joint Committee and Existing Rates

Section 1. The parties agree to set up a review committee to discuss industry wide problems and how to jointly work together to solve them.

Section 2. The Employers agree to pay the established rate at a specific job location:

10 Teleport Dr. Staten Island, NY (Teleport)

570 Washington Street, Manhattan, NY

WFC North Tower "D" 250 Vessey Street, Manhattan, NY

WFC South Tower "B" 225 Liberty Street, Manhattan, NY

Merrill Lynch - Knight Electrical Service, Corp.

2/1/03	2/1/04	2/1/05
\$23.31 hr	\$24.01 hr	\$24.79 hr

Time and one half for all shifts on Saturday and Sunday.

560 Washington Street, Manhattan, NY

Bloomberg - Knight Electrical Service, Corp.

2/1/03	2/1/04	2/1/05
\$23.31 hr	\$24.01 hr	\$24.79 hr

Time and one half for all shifts on Saturday and Sunday.

225 Liberty Street, Manhattan, NY

Nomura - Penguin/Broadway Maintenance

2/1/03	2/1/04	2/1/05
\$23.31 hr	\$24.01 hr	\$24.79 hr

11 Madison Avenue, 1 Madison Avenue, 315 Park Avenue, Manhattan, NY

C.S First Boston - Penguin/Broadway Maintenance

2/1/03	2/1/04	2/1/05
\$23.31 hr	\$24.01 hr	\$24.79 hr

Cadman Plaza/Pierrepont, Brooklyn, NY

Goldman Saks - Penguin/Broadway Maintenance

	2/1/03	2/1/04	2/1/05
Mechanic	\$22.80	\$23.48	\$24.25
Asst. Foreman	\$28.51	\$29.37	\$30.32

One Teleport Drive - Staten Island NY (Teleport)

Port Authority - Adco Electric

	2/1/03	2/1/04	2/1/05
Electrician	31.72	32.67	33.73
General Maintainer Mechanic	20.69	21.31	22.00
Helper	13.11	13.50	13.94

\*Foreman shall receive \$2.00 per hour above the electrician's rate.

250, 388, 390 Greenwich Street, Brooklyn Army Terminal, 34<sup>th</sup> Street, Manhattan.

Solomon Smith Barney - Knight Electrical Service, Corp.

2/1/03	2/1/04	2/1/05
\$28.53 hr	\$29.39 hr	\$30.42 hr

\*Also receives N.E.B.F (National Electrical Benefit Fund) Full participation.

One and Two Chase Plaza and 4 Metro Tech, 270 Park Avenue, 277 Park Avenue, 4 New York Plaza, Manhattan, NY

Unity Electric

2/1/03	2/1/04	2/1/05
\$23.31 hr	\$24.01 hr	\$24.79 hr

.130 Liberty Street, Manhattan, NY

2/1/03	2/1/04	2/1/05
\$23.31 hr	\$24.01 hr	\$24.79 hr

NBC 30 Rockefeller Plaza, Manhattan, NY

	2/1/03	2/1/04	2/1/05
Chief Electrician	31.37	32.31	33.36
Assistant Chief Electrician	26.57	27.37	28.26
Electricians	23.81	24.52	25.32
Helpers 0-1 year	12.69	13.07	13.49
1-2 year	13.07	13.46	13.90
2-3 year	14.30	14.73	15.21
3 or more	15.56	16.03	16.55

Rockefeller Center Buildings, 1221 6<sup>th</sup> Avenue, 1251 6<sup>th</sup> Avenue, 1271 6<sup>th</sup> Avenue, Manhattan, NY

Knight Electrical Services

2/1/03	2/1/04	2/1/05
\$23.31 hr	\$24.01 hr	\$24.79 hr

Rockefeller Center Buildings, 1211 6<sup>th</sup> Avenue, Manhattan, NY

Petrocelli Electric

2/1/03	2/1/04	2/1/05
\$23.31 hr	\$24.01 hr	\$24.79 hr

Pbrt Authority Sites, 225 Park Avenue South, 233 Park Avenue South, 1  
Madison Avenue, 115 Broadway, Manhattan, NY

	2/1/03	2/1/04	2/1/05
Mechanic	\$28.86	\$29.73	\$30.70

745 7<sup>th</sup> Avenue, Manhattan, NY,  
Lehman Brothers

2/1/03	2/1/04	2/1/05
\$23.31 hr	\$24.01 hr	\$24.79 hr

Section 3. Parties agree to establish a higher minimum rate of pay for site rates doing work demanding special skills within 60 days.

### **ARTICLE XIII - Lay Off**

In the event of a lay off, ability and efficiency in performing the available work shall be the first governing factor and where ability and efficiency in performing the available work appear to be relatively equal between two or more employees, then length of service with the employer will govern.


Helpers must be laid off before any apprentices however, this clause will not apply to an apprentice who completes the apprentice training program.





IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day and year first above written.

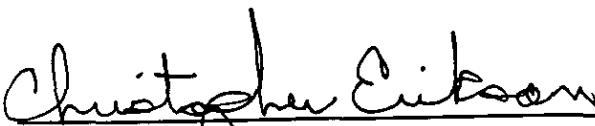
EMPLOYER


LOCAL UNION NO. 3, IBEW

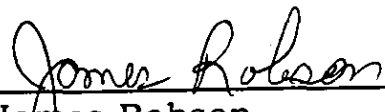
  
Bruce E. Hinman, President  
Knight Electrical Services, Corp

  
Thomas Van Arsdale  
Business Manager

  
Chester Strugats  
CMS Electrical Services, Inc

  
Christopher Erikson  
Assistant Business Manager

  
Ira J. Lipkins  
Penguin Maintenance & Service  
Broadway Maintenance Division

  
James Robson  
Business Representative

  
Israel Bulbank  
Unalite Electric Lighting Corp

**APPROVED**  
INTERNATIONAL OFFICE - I. B. E. W.  
JAN 27 2003  
Edwin D. Hill, President  
This approval does not make the  
International a party to this agreement.