

Wages updated  
'05 + \$1.50  
'06 + \$1.55

K8474  
1,050 workers

Agreement by and between the Albany Electrical Contractors Association, NECA, Albany Chapter, and Local Union 236, IBEW.

29 pgs

It shall apply to all firms who sign a letter of assent to be bound by this Agreement.

As used hereinafter in this Agreement, the term "Association" shall mean the Albany Electrical Contractors Association and the term "Union" shall mean Local Union 236, IBEW.

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

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### BASIC PRINCIPLES

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

### ARTICLE I

#### Effective Date - Changes - Grievances - Disputes

**\*Section 1.01.** This Agreement shall take effect June 1, 2001 and shall remain in effect until May 31, 2004 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

**\*Section 1.02.** (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate the Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

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

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

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of the Agreement that remain on the 20<sup>th</sup> of the month preceding the next

regular meeting of the Council on Industrial Relations may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

**\*Section 1.03.** This Agreement shall be subject to change or 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 I.B.E.W. for approval, the same as the Agreement.

**\*Section 1.04.** 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 stated herein.

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

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

**\*Section 1.07.** All matters coming before the Labor-Management Committee shall be decided by 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.** Should the Labor-Management Committee fail to agree or to adjust any matter, such shall be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decision shall be final and binding.

**\*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.

## **ARTICLE II**

### **Employer Rights – Union Rights**

**Section 2.01.** No member of Local 236, while he remains a member of such local and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

**\*Section 2.02.** The Union agrees that if during the life of this Agreement, it grants to any other Employer in the electrical industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

**\*Section 2.03.** The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing, and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work. In hiring, and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

**Section 2.04.** (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 device 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 on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including 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 of 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 arbiter, 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 covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations, and (2) pay into the affected joint trust fund 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 trust funds to institute court action to enforce an award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountant's and attorney fees incurred by the Union and/or fund trustees, plus costs of the litigation, which have resulted from the bringing of such court action.

**Section 2.05.** Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

**Section 2.06.** Journeymen shall be required to make corrections on improper workmanship for which they are responsible on their own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes the responsibility for the enforcement of this provision.

**\*Section 2.07.** An Employer signatory to a collective bargaining agreement or to a letter of assent to an 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 2.08.** Employers shall not loan their employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skills are not available through the Referral Procedure.

**Section 2.09.** No more than one member of a firm shall be allowed to work with the tools at any one time. On all contracts in excess of \$25,000., no member of the firm shall work with the tools.

**Section 2.10.** For all employees covered in this Agreement, the Employer shall carry Workers' Compensation Insurance with a company authorized to do business in this state, social security and 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 2.11.** (a) The Employer recognizes the Union as the sole and exclusive representative of all 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 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 2.12.** Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements and employing not less than one Journeyman Wireman.

**Section 2.13.** 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 2.14.** 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 this Agreement, whichever is later.

**Section 2.15.** The representative of the Union 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.** Each Employer shall furnish the Union, on or before the fifteenth (15th) of the month, a statement on a form to be supplied by the Union and NECA showing the number of days each workman was employed by such Employer during the preceding month.

**Section 2.17.** The Business Office of the Local Union shall be notified 48 hours in advance of any layoff and Saturdays, Sundays and holidays are not included. The Business Office of the Union shall notify the contractor forty-eight (48) hours in advance of the removal of any electrical worker from the contractor's job or shop for any reason. Saturday, Sunday and holidays are not included.

**Section 2.18.** The Union has the right to appoint Stewards at any shop and/or 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 Stewards 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. No Steward shall be discriminated against by any Employer because of his faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union. The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workmen are employed under the terms of the Agreement.

**Section 2.19.** The Union reserves the right to discipline its members for violations of its laws, rules and agreements.

**Section 2.20.** Journeymen Wiremen shall provide themselves with the following tools:

1 Hammer	Hacksaw Frame
Screwdriver up to 10"	EMT Pipe Reamer
Six Foot Rule	Small Level
Knife	Plumb Bob
Cutting Pliers	50' Tape
Long-nose Pliers	Square
Diagonal Pliers	Flashlight
Channel Locks	Voltage Tester
Center Punch	Keyhole Saw
(1) 14" Pipe Wrench	Adjustable Open-end Wrench (Up to 10")
Cold Chisel	Continuity Tester
Spin Tight	
Roto Split (Not replacement blades)	

**Section 2.21.** (a) It shall not be a violation of the Agreement and 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 right 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 2.22.** The Local Union is part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the I.B.E.W. other than violation of paragraph 2 of this section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

### **ARTICLE III**

#### **Hours – Wages – Working Conditions**

**Section 3.01.** The normal workday shall consist of the eight (8) hours between 7:00 A.M. and 3:30 P.M. with thirty (30) minutes for lunch. Job starting time may be adjusted up to one (1) hour prior to, or one (1) hour after, the regular starting time with the approval of the majority of the workers and the Business Manager.

The normal work week shall consist of five (5) days, these days being Monday through Friday (40) hours.

Any work performed outside of these days or hours shall be considered as overtime.

**Section 3.02.** All planned overtime work must have clearance of the Business Manager.

**Section 3.03.** The following days shall be considered as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day or days celebrated as such.

If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

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

**Section 3.05.** The employees will notify the contractor thirty (30) days in advance of preferred vacation days. Vacation schedules shall be arranged by the contractor in order that manpower on the jobs shall be adequate for fulfillment of his contracts.

**Section 3.06.** When electricians are called out in an emergency outside of regular working hours, the time will be computed at 2X the hourly rate with a minimum of four (4) hours. On emergency work extending six (6) hours beyond lunch period, thirty (30) minutes shall be allowed for dinner without loss of pay.

**Section 3.07.** Wages shall be paid by cash or check. If the Employer elects to pay by check, the following condition shall be met. When the Employer pays by check he will be allowed to hold three (3) days pay and wages shall be paid not later than quitting time on Thursday. If the Employer elects to pay by cash, wages shall be paid not later than quitting time on Friday.

**Section 3.08.** All overtime Monday through Friday and the first ten (10) hours on Saturday shall be paid at time and one-half. All work after the first ten (10) hours Saturday, and on Sunday and holidays listed in the Agreement shall be paid at the double time of pay.

**Section 3.09.** When it becomes necessary to perform work of a remodeling nature in an occupied area, when required by the owner, at hours other than the normal work hours, this work shall be performed in a forty (40) hour week at a straight time rate.

The Business manager's office must be advised on all jobs of this nature.

**Section 3.10.** Whenever the Employer requests workmen and the Employer fails to employ such workmen, he shall receive a minimum of four (4) hours wages unless the Employer shall cancel such request before the workman is sent to the Employer's shop or job. If the Employer's request is over forty-eight (48) hours old then the Business Manager shall check with the Employer before referring the men for employment.

**Section 3.11.** All workmen working under this Agreement shall receive an additional five percent (5%) rate of pay per hour for high work which is defined as work being done more than thirty (30) feet above the floor where electricians are working on tooth picks, structural steel, temporary platforms, swinging scaffolds and boatswain chairs. All OSHA approved lifts will be excluded.

On towers and smoke stacks over one hundred (100) feet high, the part of wages shall be ten percent (10%) above the scale of contract.

In shafts over twenty-five (25) feet deep and in tunnels over fifty (50) feet long under construction, workmen shall be paid at the rate of twenty percent (20%) above the rate of the contract.



**Section 3.12.** Any workman laid off or discharged for just cause by the Employer, shall be paid all his wages by the end of the next business day. Any workmen laid off shall be allowed one-half (1/2) hour for the purpose of gathering their personal tools.

**Section 3.13.** When journeymen are required to work as lead cable splicers working under the terms of this Agreement, they shall receive five percent (5%) per hour above their applicable rate of pay.

**Section 3.14.** When workmen are ordered to report for work they shall be paid two (2) hours whether they work or not. If the workmen work beyond 10:00 A.M. and are sent home before 12:00 noon, they shall receive four (4) hours pay. If the workmen are not sent home before 12:00 noon, they shall receive eight (8) hours whether they start to work after lunch or not.

**Section 3.15.** Welders shall be paid ten percent (10%) per hour above Journeymen Wiremen wage if they have to have ASME verification and if they weld less than two (2) hours of welding, they will receive four (4) hours pay at ten percent (10%) above the contract rate and for more than two (2) hours of welding time, they will receive eight (8) hours pay at ten percent (10%) above the contract rate.

**Section 3.16.** Effective June 1, 2001, the Journeymen Wiremen hourly rate shall be \$23.87. As of June 1, 2002, there will be a four percent (4%) increase of the total package. As of June 1, 2003, there will be an increase of four percent (4%) of the total package.

**\*Section 3.17.** The apprentice wiremen rate shall be as follows:

1 <sup>st</sup> Period	40% of the Journeyman rate
2 <sup>nd</sup> Period	45% of the Journeyman rate
3 <sup>rd</sup> Period	50% of the Journeyman rate
4 <sup>th</sup> Period	60% of the Journeyman rate
5 <sup>th</sup> Period	70% of the Journeyman rate
6 <sup>th</sup> Period	80% of the Journeyman rate

**Section 3.18.** Effective June 1, 2001, Foreman rates shall be as follows:

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

All Foremen working under a General Foreman are considered Second Foremen.

**Section 3.18 (a).** When the Employer requests a Foreman, he shall pay the Foreman for the length of the project or fifteen (15) working days, whichever is longer.

**Section 3.19.** Union dues deduction. The Employer agrees to deduct and forward to the Financial Secretary of the Local Union, upon receipt of a voluntary written authorization, the additional working dues from the pay of each I.B.E.W. member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

**Section 3.20.** Foreman. On all jobs or electrical contracts requiring a foreman or General Foreman, the Foreman or General Foreman in charge of such job shall be a journeyman electrician member of Local Union 236. On any job requiring three (3) but not more than ten (10) electrical workers, a Foreman shall be in charge of such job and shall be allowed to work with the tools at his discretion. When there are more than ten (10) electrical workers or fraction thereof employed on the job, a Foreman shall be appointed for every additional ten (10) electrical workers or fraction thereof employed on the job and at no time shall a Foreman have supervision over more than ten (10) electrical workers.

**Section 3.21** Any job or shift requiring more than twenty (20) electrical workers shall have a General Foreman.

A General Foreman shall remain in such capacity until completion of the entire operation. A General Foreman shall supervise a maximum of five (5) Sub-Foremen.

Any project requiring more than one (1) General Foreman, the first General Foreman shall be Lead General Foreman and be paid the applicable rate of pay.

When the workforce on a project is reduced to five (5) electrical workers including the General Foreman, the General Foreman shall be allowed to directly supervise electrical workers and work with the tools.

**Section 3.22.** On all jobs requiring a General Foreman, all Foremen working under the General Foreman's supervision shall be allowed to work with the tools at the Foreman's discretion and shall receive the Second Foreman's rate of pay.

**Section 3.23.** No General Foreman or Foreman of one job shall at the same time perform work on another job in a supervisory capacity, except in a case of an emergency and then his classification rate shall remain the same. When a Foreman is off his appointed job for more than eight (8) hours in one week, another Foreman must be appointed and he shall receive the Foreman's rate until the previous Foreman returns. A Foreman in charge of any job shall not perform work as a Foreman on any other job operating simultaneously.

**Section 3.24.** Foremen are not prohibited from handling limited materials, laying out work and performing final testing.

**Section 3.25.** There shall be a classification of Shop General Foreman who shall not be paid less than the General Foreman's rate. The Shop General Foreman shall have supervision over any or all jobs in a shop which does not require a General Foreman. The Shop General Foreman is prohibited from working as a Foreman or journeyman at any time.

**Section 3.26.** Working Conditions. In case of fire or burglary on the job, the Employer agrees to reimburse each electrical worker for the present value of his loss (tools and clothing) not to exceed \$400.00, providing the employee's tools or clothing were stored in the place supplied by the Employer.

**Section 3.27.** Men required to work outside in rainy weather shall be provided with raincoats by the Employer. If the conditions of any job require it, the Employer shall provide the proper boots.

**Section 3.28.** The Employer shall furnish new hard hats only for all employees.

**Section 3.29.** The Employer shall furnish the proper individual protective gear, such as welding helmets, goggles, sleeves,, jackets and trousers to the workmen engaged in burning and welding operations.

**Section 3.30.**The Employer shall furnish all wrenches over 14 inches, bending tools, hacksaw blades, chisels, drills, bits, stocks and dyes, fishes, safe ladders, time books, testing equipment, oil, gasoline or alcohol for torches, blades for roto split, extra batteries for flashlight, and all other special or necessary tools or equipment.

Workmen shall be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes or other safe places for storage.

**Section 3.31.** The field headquarters field trailer shall be properly heated in cold weather and must have a completely equipped Class A First Aid Kit at all times and have suitable drinking water facilities, such as a closed insulated container with individual drink cups and ice in hot weather. This trailer is available for workers to use during lunch time. All projects with five (5) or more electricians shall be provided with proper sanitary facilities. There will be a fifteen minute coffee break between 9:00 A.M. and 10:00 A.M. with breaks on shift work being after one hour, but not later than two hours into shift.

**Section 3.32.** On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more journeymen must work together. A journeyman or an apprentice shall be used if a stand-by person is required by the owner or contractor for the safety of other electricians.

**Section 3.33.** A journeyman shall not work off a ladder, scaffold or boatswain chair, in an isolated area, in excess of ten (10) feet, unless accompanied by another journeyman or apprentice.

**Section 3.34.** The cutting, chasing or drilling of metal, wood or brick, tile, concrete and other masonry shall be performed by workmen employed under the terms of this Agreement.

All fabrication of brackets on site to support conduit, cable tray, raceways, etc. including welding shall be performed by electrical workers.

**Section 3.35.** The installation of all telephone conduits, raceways and the drawing in of all cable and wire within property lines, shall be performed by workmen employed under the terms of this Agreement.

**Section 3.36.** The handling of all electrical equipment and material from and to the curb nearest delivery point, shall be performed by workmen employed under the terms of this Agreement.

**Section 3.37.** All conduits shall be cut and threaded by workmen employed under the terms of this Agreement.

**Section 3.38.** All bus bar feeder runs, excluding switchboards and factory manufactured bus, shall be cut, bent and drilled on the job in so far as it is practicable. When such work is done in the contractor's shop, it shall be done by workmen employed under this Agreement.

**Section 3.39.** The workmen working under the terms of this Agreement shall be allowed to use powder actuated tools providing the following conditions are met:

1. The powder actuated tool(s) accepted for use by Local Union 236 I.B.E.W. and certified by the Employer shall be of the low velocity piston type defined by the Power Tool Manufacturers Institute (PATMI).
2. The tool(s) shall have affixed to it (them) the Underwriters Laboratories Inc. label.
3. The tool(s) shall conform to the United States of America Standards Institute, Section A 10.3.
4. Powder tools shall conform to the USASI A 10.3 with reference to color coding.

5. The tool(s) shall have a noise level of no greater than 100 db when fired into concrete at maximum power level. The measurement is to be made at a distance of ten (10) feet from the activated tool with a General Radio Impact Type Peak Noise Meter.
6. The tools shall require at least two (2) separate and distinct motions to fire.
7. The firing mechanism of the tools shall be so designed that the tools cannot be fired if dropped. A ten (10) foot drop will be used as a criteria.
8. The tools approved shall incorporate a semiautomatic power adjustment feature, i.e., one power level for all concrete applications and one power level for all steel applications.
9. The tools approved when fired with lightest fastener and the heaviest load which will chamber in the tool shall not cause fastener to completely penetrate a section of ¼" plywood and enter free light.
10. The tools approved shall incorporate an automatic cartridge ejection system.
11. The tools approved shall be of the zero stand-off type and shall incorporate a captive piston.

**Section 3.40.** Temporary Light and Power. When it is required by the owner to use temporary light or power on any foundation or building, or from any source, whether it be gas generator, diesel generator, or public utilities, work shall be installed in a safe and workmanlike manner and maintained by workmen employed under the terms of this Agreement.

**\*Section 3.41.** Shift Work. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: 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 hours pay at the regular hourly rate of eight (8) hours work.

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 work seven and one-half (7 ½) hours and receive eight (8) hours pay at the regular hourly rate, plus a ten percent (10%) differential for their eight (8) hours of pay.

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 work seven (7) hours and receive eight (8) hours pay at the regular hourly rate, plus a fifteen percent (15%) differential for their eight (8) hours of pay.

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

All overtime work at the completion of a regular shift shall be paid at one and one-half (1 ½) times the shift hourly rate.

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

There shall be no requirement for a day shift when either the second or third shift is worked.

## **ARTICLE IV**

### **Referral Procedure**

**\*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 interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

**\*Section 4.02.** The Union shall be the sole and exclusive source of referral 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 of membership or non-membership in the Union and such selection and referral shall not be in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

**\*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 – Journeyman Technician

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

**\*Section 4.06.** If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

**\*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.

**\*Section 4.08.** "Normal Construction Market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington counties and the portion of Greene County north of a line following the south limits of

the city of Catskill in a westerly direction from the Hudson River to State Highway 23A continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County and Dectaur and Worcester Township in Otsego County.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the 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 register their availability for employment.

**\*Section 4.12.** An applicant who has registered on the "Out of Wok List" must renew his application every thirty (30) days or his name will be removed from the "List".

**\*Section 4.13.** An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon registration, be restored to his appropriate place within his Group.

**\*Section 4.14.** Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP 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 then GROUP III, and then 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 within his GROUP.



**\*Section 4.15.** The only exceptions which shall be allowed to 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 the 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. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

**\*Section 4.16.** An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a public member appointed by both these members.

**\*Section 4.17.** 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 Sections 4.04 through 4.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with the Agreement.

**\*Section 4.18.** A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

**\*Section 4.19.** A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

**\*Section 4.20.** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

**Section 4.21.** When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

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.

- (a) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15 (a) is required.
- (b) 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 and Training

**\*Section 5.01.** There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either six (6) or eight (8) members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

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

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

**\*Section 5.02.** All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

**\*Section 5.03.** Any issues concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve, as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor Management Committee for resolution as outlined in Article One of this Agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

**\*Section 5.04.** There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint committees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this Agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

**\*Section 5.05.** The JATC may select and employ a part-time or full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the JATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

**\*Section 5.06.** To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The Employer shall cooperate in providing apprentices with needed work experience. The local union referral office shall be notified, in writing, of all job training assignments. If the Employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be notified.

**\*Section 5.07.** All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

**\*Section 5.08.** The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture a total number of apprentices not to exceed a ratio of one (1) apprentice to three (3) Journeyman Wiremen normally employed in the jurisdiction, unless they are authorized and instructed to increase the number by the parties to the local IBEW/NECA collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct entry through organizing, as provided for in the registered apprenticeship standards.

**\*Section 5.09.** Though the JATC cannot guarantee any number of apprentices, if a qualified employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If the JATC is unable to fill the request within ten (10) working days, and the JATC has less than a one (1) to three (3) ratio indentured; they shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

**\*Section 5.10.** To accommodate short-term needs when apprentices are available, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

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

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

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

**\*Section 5.11.** The Employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this Agreement.

**\*Section 5.12.** Each job shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
7 to 9	6
~	~
97 to 99	66
etc.	etc.

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

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

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

**\*Section 5.13.** An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the Employer's designated supervisor or Journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

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

**\*Section 5.14.** Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeyman to work in the jurisdiction covered by this Agreement.

**\*Section 5.15.** The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947, as amended, ERISA and other applicable regulations.

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

**\*Section 5.16.** All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship and training trust agreement. The current rate of contribution is thirty cents (\$.30) per hour for each hour worked. Effective June 1, 2002, the rate of contribution is forty cents (\$.40) per hour for each hour worked. Effective June 1, 2003, the rate of contribution is forty-five cents (\$.45) per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

**Section 5.17.** Manpower Removal Language. Failure to timely pay wages, under provisions of Article III of this Agreement or fringe benefits, under provisions of Article VI of this Agreement, shall result in the removal of all or a portion of the electricians in the contractor's employ without first submitting the dispute to the grievance and arbitration provisions of this Agreement. Fringe benefits shall be paid monthly and the payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month. Individual employers who fail to remit contributions in the manner prescribed above shall then be required to submit their contributions on a weekly basis. When a contractor is delinquent one month, the employer will not be able to hire any new employees. When the delinquency reaches the second week, ten percent (10%) of the workforce will be notified to cease their employment with the employer due to delinquencies. The workers to be removed will be apprentices first and then journeymen, based on last hired, first to be removed. With each additional week that the delinquency continues, an additional ten percent (10%) of the workforce shall be removed. Before any removal of personnel occurs, the Union shall give the employer seventy-two (72) hours notice.

## **ARTICLE VI**

### **Fringe Benefits**

**\*Section 6.01.** It is agreed that in accord with the Employee Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual

employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

The failure of an individual employer to comply with the applicable provisions of the Restate Employees benefit Agreement and Trust shall also constitute a breach of his labor Agreement.

**Section 6.02.** Health/Welfare Fund. The Employer shall contribute five dollars and thirty cents (\$5.30) per hour for each electrical worker employed by him in the jurisdiction of the Local Union into the Health/Welfare Fund of such Local. The fund is to be administered by a Board of Trustees comprised of two members of the Local Union and two members from the Contractors Association.

**Section 6.03.** Pension Fund. The Employer shall contribute three dollars and twenty-five cents (\$3.25) per hour for each Journeyman Wireman and 3<sup>rd</sup> to 6<sup>th</sup> period apprentice employed by him in the jurisdiction of the Local Union into the Pension Fund of such Local. The fund is to be administered by a Board of Trustees comprised of two members of the Local Union and two members of the Contractors Association.

**Section 6.04.** Annuity Fund. Effective June 1, 2001, the Employer shall contribute two dollars (\$2.00) per hour for each Journeyman Wireman and third through sixth year apprentices. The fund is to be administered by a Board of Trustees comprised of two members from the Local Union and two members from the Contractors Association.

**Section 6.05.** COPE Deduction. The Employer agrees to deduct and transmit to the treasurer of I.B.E.W. Local 236 COPE the amount specified for each hour worked from the wages of those employees who voluntarily authorize such contributions on the forms

provided for that purpose by I.B.E.W., Local 236 COPE. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

**Section 6.06.** The Trustees of the above funds have entered into an agreement with the Union that for the purpose of administering the above Trusts the Union shall be considered an Employer for the purpose of contributing to the trusted funds on all full-time employees of the Union.

**Section 6.07.** Any Employer failing to file a monthly payroll report, as provided herein, and make payments based on the regular weekly journeyman's rate, for a minimum of one (1) journeyman, shall be subject to cancellation of this Agreement.

**Section 6.08.** Employer reports and payments for Health and Welfare, Annuity and Pension, shall be due and payable immediately following the last weekly payroll period in the month accrued and shall become delinquent if not paid by the 15<sup>th</sup> of the following month.

**Section 6.09.** Employers shall be required to secure a bond which will guarantee the payment of all wages and benefits as provided for under the terms of this Agreement with a sixty (60) day grace period on the calling of the bond. The insurance carrier must be approved by the State of New York. The bond or credit value shall increase as follows:

<u>Number of Employees</u>	<u>Bond Value</u>
1 to 10	\$ 35,000
11 to 29	\$ 50,000
30 to 74	\$ 85,000
75 to 100	\$120,000
101 to 129	\$140,000
130 to 174	\$170,000
175 to 200	\$220,000

**Section 6.10.** In the event an Employer fails to make payments due for Health and Welfare, Annuity and Pension, and/or damages applied thereto when due, upon finding by the Trustees, that such delinquency has occurred, he shall post an additional \$500.00 in cash or certified check within one week after such findings, providing he has not furnished satisfactory evidence that such delinquency was due to circumstances beyond his control.

**Section 6.11.** Individual Employers who fail to remit regularly as provided for above or as set forth on the Trust Agreements, shall be subject to having his Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid.



**Section 6.12.** Notwithstanding any other provision contained in this Agreement, the parties agree that any Employer who becomes delinquent in making payments to the respective trust funds shall be liable for the amount of delinquent contributions plus interest on the delinquent amount at the rate of 2 percentage points over the prime rate per annum, and collective expenses, including, but not limited to legal and audit fees incurred to obtain or ascertain the amount of delinquencies. The Employer shall (I) submit to Trustees of such Funds on forms designated by the Trustees an initial list of Employer's employees setting out such data as Trustees may reasonably require and shall accompany each contribution with a list of the employees on which it is computed; and (II) promptly submit to Trustees the respective Funds on demand (a) complete personnel and payroll records covering its employees so far as (b) such reports as Trustees, in their discretion, reasonably deem necessary or desirable to proper administration of such Trust Funds and such Trustees shall have authority to inspect and audit at any time those Employer records pertinent to any aspect of trust agreements and their administration. Trustees shall have authority to audit an Employer who is more than thirty (30) days delinquent in his reports and contributions at a charge to such delinquent Employer not to exceed one hundred dollars (\$100) per day for such auditor's expense, and on seven (7) days advance notice to such Employer.

**Section 6.13.** The parties agree to participate in the Capital Region Labor Management Coordination Committee, or its successor, which is established under the authority of Section 6 (b) of the Labor Management Cooperation Act of 1978, 29 USC 175 (a) and 302 (c) of the Taft-Hartley Act, 29 USC 186 (c) 9. The permissible purposes of this committee include the following:

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 encourage free collective bargaining by establishing the continuing mechanisms for communication between Employers and their Employees through federal assistance to the formation and apprising of labor management committees;
7. To do any and all other acts and things and exercise any and all other rights and powers which may be necessary, incidental or expedient in the accomplishment of any of the above purposes.

The committee shall function in accordance with, and as provided in the Articles of Incorporation and By-laws of the Capital Region Labor Management Coordination Committee, and the subsequent amendments thereto. Employers making contributions shall be entitled to participate therein, as provided in said Articles of Incorporation and By-Laws.

The Employers party to this collective bargaining agreement shall contribute six cents (\$.06) per hour worked under this Agreement on a monthly basis with checks payable to the Capital Region Labor Management Coordination Committee due on or before the fifteenth (15<sup>th</sup>) day of the following month.

**\*Section 6.14.** Section 1. The parties agree to participate in the NECA-IBEW National Labor Management Cooperation Fund, under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175 (a) and Section 302 (c) (9) of the Labor-Management Relations Act, 29 U.S.C. 186 (c) (9). The 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 economic development of the electrical construction industry;
5. To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
6. To encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
7. To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
8. To engage in public education and other programs to expand the economic development of the electrical construction industry;
9. To enhance the involvement of workers in making decisions that affect their working lives; and
10. To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

Section 3. Each Employer shall contribute one cent (\$.01) 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 Albany Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 4. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to fifteen percent (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 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 fees.

## 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 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 payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

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

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

Administrative Maintenance Fund (AMF) – Effective March 1, 1999, each employer signatory to this Agreement shall contribute seven cents (\$.07) per hour worked by all employees covered by this Agreement to the AMF. The Fund shall be administered solely by the Albany Electrical Contractors Association and shall be utilized to pay for the Association's cost of the labor contract administration including negotiations, labor relations, disputes and grievance representation performed on behalf of the signatory employers. In addition, all other administrative functions required of management, such as service on all funds as required by federal law.

The AMF contributions shall be submitted with all other benefits as delineated in the Labor Agreement by the fifteenth (15<sup>th</sup>) day of the following month in which they are due and mailed to the Albany Electrical Contractors Association, 16 Wade Road, Latham, New York 12110. In the event any Employer is delinquent in submitting the required Administrative Maintenance Fund, the administrator shall have the authority to recover any funds, along with any attorney fees, court costs, interest at one percent (1%) per month and liquidated damages receiving such funds. The enforcement for the delinquent payments to the fund shall be the sole responsibility of the fund or the employer, not the Local Union. These monies shall not be used to the detriment of the I.B.E.W.

## ARTICLE VIII

### Atomic Work

**Section 8.01.** Employers contemplating work in the so-called "hot areas" of atomic laboratories, atomic plants or on the premises of any one engaged in handling or storing radioactive materials shall inform and receive permission from the Local Union before sending workmen into such a building or area. It is agreed that before any such work is started a proper measurement of the amount of radioactivity present shall be made by a radiation monitor. Radiation measurement shall be taken and a proper analysis made before the work is started and at proper progress on the job. These tests shall meet all the standards set up by the National and International Committee on Radiation and Public Law for the protection of personnel. Physical checkups, including a blood count shall be made available to all workmen engaged in this type of work, before the starting and at the completion of the job. These examinations are to be made by a qualified physician and the cost shall be borne by the contractor.

**SEPARABILITY CLAUSE**

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.

In witness thereof, the parties thereto have executed this Agreement this first day of June, 2001.

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

Signed for Local Union 236  
International Brotherhood of  
Electrical Workers

\_\_\_\_\_  
Gary P. Olsen  
Chapter Manager

\_\_\_\_\_  
Timothy Paley  
Business Manager

\_\_\_\_\_  
Date

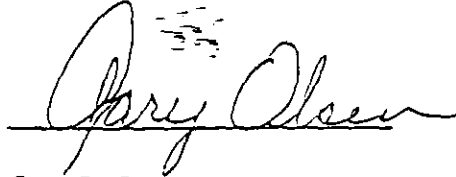
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SEPARABILITY CLAUSE

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In witness thereof, the parties thereto have executed this Agreement this first day of June, 2001.

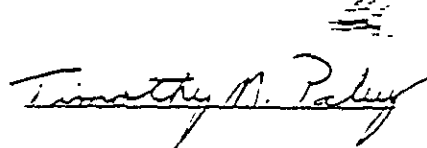
Signed for the Albany Electrical  
Contractors Association, NECA,  
Albany Chapter



Gary P. Olsen  
Chapter Manager

5/29/02  
Date

Signed for Local Union 236  
International Brotherhood of  
Electrical Workers



Timothy Paley  
Business Manager

05/29/02  
Date

