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1,600 workers

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AGREEMENT AND WORKING RULES

Between

WESTCHESTER/FAIRFIELD DIVISION

NEW YORK ELECTRICAL CONTRACTORS ASSOCIATION, INC.

NEW YORK CITY CHAPTER - N.E.C.A., INC.

and

LOCAL UNION NO. 3 (WHITE PLAINS),

INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS, AFL-CIO

**EFFECTIVE
MAY 27, 1999
to
MAY 8, 2002**

AGREEMENT

Agreement by and between the Westchester/Fairfield Division, New York Electrical Contractors Association, Inc., New York City Chapter - N.E.C.A. and Local Union No. 3 (White Plains), IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term "Employer" shall mean the Westchester/Fairfield Division, New York Electrical Contractors Association, Inc., New York City Chapter - N.E.C.A. and the term "Union" shall mean Local Union No. 3 (White Plains), IBEW. The term "Employer" shall also mean any individual firm who has been recognized by an assent to this Agreement.

FUNDAMENTAL PRINCIPLES

The Employers and the Union have a common interest in harmonious relations. All will benefit by a continuous peaceful operation of the industrial process and the devotion of the means of production to the common good. To these ends, this Agreement is made.

JURISDICTION

The Westchester/Fairfield Division, Local Union No. 3 (White Plains), IBEW "Normal construction labor market" is defined to mean the following geographical area:

Westchester County, New York and Greenwich, Stamford, New Canaan, Darien and the portion of Norwalk lying west of Five Mile River, in the State of Connecticut.

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

ARTICLE I

Section 1.01. This Agreement shall take effect May 27, 1999, and shall remain in effect through May 8, 2002, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, unless changed or terminated in the way later provided herein.

Section 1.02(a). Either party desiring to change or terminate this Agreement must notify the other in writing at least 90 days prior to the anniversary date.

Section 1.02(b). Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

Section 1.02(c). The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

Section 1.02(d). In the event that either party has given a timely notice of proposed changes and an agreement has not been reached by the anniversary date to renew, modify, or extend this Agreement or to submit the unresolved issues to the New York State Mediation Board, either party may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

Section 1.02(e). By mutual agreement only, the parties may jointly submit the unresolved issues to the New York State Mediation Board for adjudication. The Board's decision shall be final and binding on all parties hereto.

Section 1.03. This Agreement and any modifications as approved shall be signed by Local Union No. 3 (White Plains) and the Westchester/Fairfield Division, New York Electrical Contractors Association, Inc., New York City Chapter - N.E.C.A. and submitted to the International Office of the IBEW for approval. 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 and signed by both parties.

AGREEMENT GRIEVANCES - DISPUTES

Section 1.04. During the term of this Agreement, 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 five (5) representing the Union and five (5) representing the Employer. 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 Chairperson and Secretary.

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 members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of

business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08. Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the New York State Mediation Board for adjudication. The Board's decisions shall be final and binding on both parties hereto.

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

ARTICLE II

Section 2.01(a). Members of the Union, except those meeting the requirements of "Employer", as defined herein, shall not contract for any electrical work, or carry a master license for an Employer.

Section 2.01(b). Local Union members, upon receipt of their masters license, must notify the Local Union and the Local Union shall advise, by certified mail RRR and a copy to the Westchester/Fairfield Division office of their obligations pursuant to the contents of this Agreement relative to contracting provisions and that any infractions of Section (a) of this article will constitute a violation of the agreement and they will be subject to charges being filed as a result thereof.

Section 2.01(c). It is mutually understood and agreed upon that the Local Union would supply the Westchester/Fairfield Division office in writing of any action taken by the Local Union Trial Board in reference to violations of this article and sections.

Section 2.01(d). Local Union No. 3 (White Plains) also agrees to expedite information to the Westchester-Fairfield Division office regarding new Letters of Assent and information pertaining to employment by all contractors of starting and completion dates of work within the jurisdiction of Local Union No. 3 (White Plains).

CONTRACTOR QUALIFICATIONS

Section 2.02(a). Certain qualifications, knowledge, experience and 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 permanent place of business and a suitable financial status to meet payroll requirements, with a business telephone and must obtain and hold any and all licenses required within the jurisdiction of Local Union No. 3 (White Plains), and who has an

original Masters Electrical License, within the jurisdiction of Local Union No. 3 (White Plains).

Section 2.02(b). Local Union No. 3 (White Plains) will make no further agreements to supply manpower to any Employer unless their principal business is electrical contracting.

Section 2.02(c). The Employer: This person will be in signed relations, be bonded or an approved alternate, and have proper working credentials (Letter of Assent, etc.) in place at the Local No. 3 (White Plains) union hall.

Section 2.02(d). Employers shall be required to carry insurance necessary to the Local Union No. 3 (White Plains) IBEW jurisdiction (Westchester County, New York, and Fairfield County, Ct.) under Workers Compensation Act, also Contractor's Public Liability Insurance, the minimum to be not less than \$500,000.00 (Five-Hundred thousand dollars) and Automobile Public Liability and Property Damage Insurance, the minimum coverage to be not less than \$250,000.00 and \$500,000.00 (Two hundred and fifty thousand and five hundred thousand dollars). Certificates from an insurance company showing that such insurance is carried, together with the expiration dates of such insurance, must be furnished to the Union by the Employer.

Section 2.02(e). All Employers not subject to the New York Unemployment Insurance Law and/or the Connecticut Unemployment Compensation Act and/or the New York State Disability Benefits Law, for the reason that they employ less than the required number of persons, as prescribed under the respective laws, shall, within ten (10) days after the execution of this Agreement, file with the Commissioner or the Administrator, as the case may be, his/her notice of election to become fully subject to such laws, and copies of such application and approval by the proper authority shall be filed with the office of the Union.

Section 2.02(f). Every Employer agrees to be a member of and participate in the Electrical Employers Self-Insurance Safety Plan (EESISP), and Self-Insurance Disability Plan. See Article IV, Section 4.16 of this Agreement.

Section 2.02(g). No Employer or employee shall start any electrical installation until such time as all electrical work has been awarded, including provisions for maintenance work on all feeders and sub-feeders, and branch circuit wiring except by permission of the Union.

Section 2.02(h). The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours, hours of employment and other conditions of employment.

Section 2.02(i). The Employer agrees that, if it has not previously done so, it will recognize the Union as the exclusive collective bargaining

agent for all employees performing electrical work within the jurisdiction of the Union on all present and future jobsites, if and when a majority of the Employer's employees authorize the Union to represent them in collective bargaining.

Section 2.02(j). The Employer understands that the Local Union's jurisdiction, both trade and territorial, is not a subject of 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 2.03. The Union has the right to discipline its members for violations of its laws, rules, and agreements.

Section 2.04(a). This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so; but no removal shall take place until notice is first given to the Employer involved.

Section 2.04(b). It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee for an employee to refuse to cross a lawfully established primary picket line whether at the premises of another Employer or the employee's own Employer.

Section 2.04(c). 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 2.05(a). All Employer supplied electrical equipment and materials shall be handled by the workers employed under the terms of this Agreement upon arrival on the jobsite or removal from the jobsite. All equipment pertaining to electric heat, shall be the work of the electrical workers, and all prefab shall be done on the job, where possible, or in the shop by employees employed under the terms and conditions of this working agreement and contained herein. Should electrical equipment and/or material not be in the electrical contractor's contract, he/she shall notify the local union when the Employer becomes aware of it.

Section 2.05(b). In no case shall any worker be required to wire or connect any electrical equipment or apparatus not erected, installed or placed in a position consistent with the rightful jurisdiction of Local Union No. 3 (White Plains), IBEW. Should any question arise concerning the application of this sub-section it shall be handled as a grievance and adjusted pursuant to the grievance procedure contained in Article I, Section 1.04 of this Agreement.

This shall not prevent the member of the Local Union from connecting package units such as air conditioners, etc., furnished and installed by others or any items consistent with International Agreements between the IBEW and any other International.

Section 2.06(a). The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved agreement of this or any other Local Union of the IBEW, will be sufficient cause for the cancellation of this Agreement by the Local Union, after finding has been made by the International President of the Union that such a violation or annulment has occurred.

Section 2.06(b). The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its local unions as the collective bargaining representative of his/her employees on any electrical work in the jurisdiction of this or any other local union to be performed at the site of the construction, alteration, painting, or repair of a building, structure or any other work, will be deemed a material breach of this Agreement.

Section 2.06(c). When individual contractors with a signed Letter of Assent with Local Union No. 3 (White Plains) wish to subcontract, they shall give prior written notice to the Union of any subcontracting involving the performance of work covered by this Agreement and shall specify the job location, job description and the scope of work to be performed by all Employers involved.

Section 2.06(d). A subcontractor is defined as any person, firm, or corporation who agrees under contract with the Employer, or any individual contractor, or a subcontractor of the Employer to perform on the project's jobsite, any part or portion of the construction work covered by this Agreement, including the operation of equipment, performance of labor and installation of materials.

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.

Section 2.07(a). 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/her 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 Foreperson, 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 2.07 (b). The Union and the Employers agree to the continuing development and improvement of an affirmative action program to preclude discriminatory practices by any parties to this Agreement against race, religion, color, sex, age, marital status, national origin, sexual preference, or against persons with physical or mental handicaps who may be qualified for employment under this Agreement.

Section 2.08. 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 work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, or stockholders, exercises either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges 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.

Section 2.09. Employers engaged in a signed joint venture assent to this Agreement, shall be considered as a new and separate individual Employer with all rights herein as applied to an individual participating Employer.

Section 2.10. Employers operating under the terms of this Agreement are not permitted to work with the tools on any job exceeding \$2,000 in cost as a Journeyperson unless they employ a Journeyperson. If they employ a Journeyperson, a member of the firm shall be permitted to work alone with the tools for a total period of seven (7) hours on any one job. Any job requiring more than a specified seven (7) hour limit, the Employer must be accompanied by at least one (1) Journeyperson.

In case of an emergency, the contractor shall be permitted to work with the tools and agrees to notify the Local Union as soon as possible that the emergency existed and work was performed, but in no case shall a time period of more than 24 hours elapse except over the weekend and then on the first work day after the weekend.

A member of the Firm or Employer as used in this Section, shall be the owner (partner or sole proprietor) or majority stockholder.

Section 2.11. The policy of the members of the Local Union is to encourage the promotion of the use of materials and equipment manufactured, processed or repaired under economically sound wage and hour working conditions by their fellow members of the International Brotherhood of Electrical Workers. This shall not exempt employees from installing material and equipment not meeting this requirement and not under the control of an Employer (contractor).

Section 2.12(a). The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement.

Section 2.12(b). The representative of the Union will timely notify the contractor of a jobsite visit. The representative further agrees to abide by all rules of the owner/customer with the normal operation of the job.

Section 2.13(a). Upon receipt of a voluntary written authorization, the Employer agrees to deduct and forward to the Financial Secretary of the Local Union No. 3 (White Plains) c/o the Joint Industry Board of the Electrical Industry, the additional working dues from the pay of the IBEW member. The amount to be deducted shall be certified to the Employer on the forms provided for that purpose by the Joint Industry Board.

Section 2.13(b). The Employer agrees to deduct and transmit through the Joint Industry Board of The Electrical Industry, on behalf of the Local Union No. 3 (White Plains) COPE Fund an amount of \$.02 per hour from the wages of each employee who voluntarily authorizes such contributions on the forms provided for the purpose by the Joint Industry Board.

Section 2.13(c). The Employers agree to a payroll deduction on behalf of the Electra Federal Credit Union Local Union No. 3 (White Plains) an agreed upon amount from the wages of each employee who voluntarily authorizes such deductions on the application form provided for this purpose by the Credit Union. This amount shall be determined by the employee one (1) time each calendar year. The employee shall not be permitted to change said amount of deduction more than one (1) time each calendar year; however, the employee may stop such deduction at any time during the year, and shall not be permitted to restart the deduction until the beginning of the following calendar year.

Section 2.13(d). All voluntary contributions will be submitted on the form provided for this purpose by the Joint Industry Board. The Employer agrees to make these deductions and to transmit same to the Joint Industry Board in accordance with the agreed upon procedure as stated herein, and shall be subject to the Joint Industry Board of the Electrical Industry Delinquency Policy.

EMPLOYEE GRIEVANCE PROCEDURE

Section 2.14(a). The following Grievance Procedure shall be followed in

filing a grievance:

Any employee covered by this Agreement desiring to file a grievance shall first discuss it with his/her supervisor, within forty-eight (48) hours after the employee first became aware of the grieved infraction. If the alleged infraction was not satisfactorily adjusted within five (5) days of the infraction, the grievant shall then reduce the grievance to writing and forward said grievance to the Union in person or by mail within ten (10) days after they became aware of such grievance. Upon receipt of the grievance the Union shall promptly forward a copy of said grievance to the Westchester/Fairfield Division office but no longer than twenty-four (24) hours after receipt, Saturdays, Sundays and Holiday excluded. The Union further agrees to keep the Westchester/Fairfield Division office aware of the progress of the grievance.

Section 2.14(b). The Union or its designee shall investigate said grievance. All grievances or questions in dispute shall be adjusted by the duly selected representatives of both parties to this Agreement. In the event that the matter is not adjusted to the satisfaction of the Grievant, they may serve notice of their desire, within twenty-five (25) days after the grievant has received an answer from the Union, to take the matter before the Joint Labor Management Committee whose decision will be final and binding on both parties.

Section 2.14(c). Should the Labor Management Committee fail to resolve the issue, it then shall be referred to the New York State Mediation Board pursuant to Article 1, Section 1.08 of this Agreement.

ARTICLE III

APPRENTICESHIP AND TRAINING

Section 3.01. The Committee is authorized to and shall indenture sufficient new Apprentices to provide for the availability of a total number of Apprentices in the training area not to exceed a ratio of one Apprentice to three Journeypersons who are normally employed under the terms of this Agreement.

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

An individual Employer shall employ only Apprentices assigned by the Committee. No Employer is guaranteed any specific number of Apprentices. The Committee will determine whether or not any individual Employer is entitled to an Apprentice as well as the total number of Apprentices to be assigned to that Employer. Local Union No. 3 (White Plains), supporting

its policy of cooperation with Employers' efforts to modify the cost of electrical work in commercial, industrial and residential properties will authorize the Committee to try to make available Apprentices on the following basis:

Section 3.02(a). One Apprentice to each Journeyperson on all commercial, industrial and residential jobs up to \$10,000.00.

Section 3.02(b). One Apprentice to each Journeyperson on all individual one, two, three and four family houses.

Section 3.02(c). The Committee shall allow each qualified Employer a ratio of one Apprentice to three Journeypersons (Journeymen or Journeywomen) or fraction thereof on new construction and alteration work. This ratio is to be interpreted to allow the following Apprentice to Journeyperson relation on any job or in any shop as shown below:

APPRENTICE RATIO

1 Apprentice	1 Journeyperson
1 Apprentice	2 Journeypersons
1 Apprentice	3 Journeypersons
2 Apprentices	4 Journeypersons
2 Apprentices	5 Journeypersons
2 Apprentices	6 Journeypersons
3 Apprentices	7 Journeypersons
etc.	

A first year Apprentice, as used above, may perform all tasks assigned by a General Foreperson, Foreperson, and/or Journeyperson; however, they shall not work on or near live voltage circuits or systems.

Section 3.02(d). Rates for indentured Apprentices shall be:

	May 27, <u>1999</u>	May 18, <u>2000</u>	May 17, <u>2001</u>
1st Year Apprentice	\$ 10.00	\$10.75	\$11.25
2nd Year Apprentice	11.55	12.30	12.80
3rd Year Apprentice	12.90	13.90	14.65
4th Year Apprentice	14.10	15.10	16.10
5th Year Apprentice	19.00	19.75	20.50

(Market Recovery pay package)

The contributions First Year Apprentices shall participate in are: N.E.B.F., Hospitalization/Pension, Dental, Additional Security Benefit Fund (The ASBF hourly contribution is not included), Annuity Fund, Joint Industry Fund, Educational and Cultural Trust Fund, and the Retiree Welfare Plan.

Section 3.03. Indentured apprentices will be rotated, Apprentice for Apprentice in their first two years on September 30th and March 31st.

Section 3.04. An Apprentice is not to be the first person on a job, and an Apprentice is to be under the supervision of a Journeyman at all times. The Journeyman is not required to constantly watch the Apprentice, but is to lay out the work required and permit the Apprentice to perform the work on their own. The Journeyman is permitted to leave the immediate work area without being accompanied by the Apprentice. Only a Fifth Year Apprentice shall be permitted to work alone on any job without supervision of a Journeyman.

ARTICLE IV

JOINT INDUSTRY BOARD FRINGE BENEFIT FUNDS

Section 4.01. There shall be a Joint Industry Board consisting of seventeen (17) persons representing the Union and seventeen (17) persons representing the Employers. The Joint Industry Board may petition the United States District Court for the Eastern District of New York or another competent body for the appointment of a person to represent the public and become an ex-officio member of the Joint Industry Board. Within ten days after the execution of this Agreement, the parties shall notify each other in writing of the names of their representatives to this Joint Industry Board.

Section 4.02. The Joint Industry Board shall establish rules and regulations under which it will operate and shall have the power to modify or to amend such rules and regulations and will seek to promote harmony between the Employers and the Employees in the industry, and will study and institute a program which will make it possible for the industry to be of greater assistance to those purchasing services, the potential purchasers and the general public. All rules and regulations, modifications or amendments thereto shall be sent in printed form to all parties to this Agreement and all individual Employers employing electricians represented by Local Union No. 3 (White Plains) under the terms of this Agreement.

Section 4.03. The Employer and the Union agree that the Joint Industry Board shall administer the Pension, Hospitalization and Benefit Plan of the Electrical Industry, Additional Security Benefits Plan of the Electrical Industry, The Annuity Plan of the Electrical Industry, the National Electrical Benefit Fund, Dental Benefit Fund of the Electrical Industry, Educational and Cultural Trust Fund, I.B.E.W Local Union No. 3 (White Plains) Savings and Investment (401K) Plan, Local Union No. 3 (White Plains) Retiree Welfare Plan, and the Joint Industry Fund. The Joint Industry Board will assist in the administration of the Electrical

Employers Self-Insurance Safety Plan (E.E.S.I.S.P.), and the Electrical Industry's Self-Insurance Disability Plan.

Section 4.04. All Employers shall remit by check weekly, all required percentages agreed upon in this collective bargaining agreement including the cost of the administration of the Joint Industry Board. All benefits start to accrue six (6) days after pay date.

Section 4.05. The individual Employer agrees to be bound by all terms and provisions of the Fringe Benefit Plans and Trust Agreements as well as this working agreement, which governs the Trusts to which contributions and collections are required under this collective bargaining agreement, including any amendments to such documents heretofore or hereafter adopted. Without limitations to the foregoing, the individual Employer specifically acknowledges that he is aware of the requirements of the Joint Industry Board Delinquency Policy as referred to in Section 4.06(b) setting forth the consequences of delinquencies and authorizing the Joint Industry Boards of Trustees to terminate the participation of any Employer for failure to comply with the Trust's rules.

DELINQUENCY

Section 4.06(a). In addition to any different rules which may be established under any applicable Fringe Benefit Trust Agreements, any Employer who does not submit their Fringe Benefit Contributions in compliance with Article IV, Section 4.04, of this Agreement shall be subject to the following action:

Because of the difficulty of determining the actual expense and damage to a Trust resulting when a weekly payment is delinquent, contributions shall bear interest determined by the Joint Industry Board. This is in addition to all other reasonable expenses incurred in connection with the delinquency.

Section 4.06(b). If the required contribution owed by a delinquent individual Employer to any or all of the Trusts are not received by the last day of the week in which they are due and payable, then in addition to the foregoing it shall not be a violation of this collective bargaining agreement for the union to withdraw employees from the job or shop of such a delinquent Individual Employer:

May 27, 1999 to May 8, 2002:

- 6 Weeks Delinquent - Interest is charged at prime
- No Referral
- 8 Weeks Delinquent - Interest is charged at prime plus 2%
- Loss of Workers at 10% a day
- 10 Weeks Delinquent - Interest is charged at prime plus 3%
- 12 Weeks Delinquent - Interest is charged at prime plus 5%

Section 4.06(c). The rights and remedies against a delinquent individual Employer as set forth above are not exclusive but are cumulative, and nothing in Article IV, Section 4.02, shall in any way limit anyone's right to enforce the collection of contributions by any legal means.

Section 4.06(d). The individual Employer recognizes that each Trust has the right to audit its records to ascertain if it is making the proper contributions to the Trust. Costs of such audit will be paid as provided in the Trust Agreements.

SHOP REPORTS

Section 4.07(a). The Employer shall make out a contractor weekly payroll report known as a "Shop Report" on forms provided, to be paid for by the Funds that use them, and to be furnished by the Joint Industry Board to the Employer, giving such information as may be called for by said Funds. These shop reports are to be written weekly.

Section 4.07(b). The term "gross productive labor payroll" as used herein is defined as the total wages (including overtime wages) paid with respect to hours worked by all classes of electrical labor; the term "standard gross labor payroll" as used herein is defined as the total straight time wages (including overtime hours) paid with respect to hours worked, for which a rate is established in the prevailing labor agreement where the business is transacted.

NATIONAL ELECTRICAL BENEFIT FUND

Section 4.08. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the N.E.B.F., the individual Employer will forward weekly to the N.E.B.F.'s designated local collection agent an amount equal to 3% of the gross weekly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the N.E.B.F. The payment shall be made by check or draft and shall constitute a debt due and owing to the 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 collection agent not later than fifteen (15) calendar days following the end of each calendar month. An individual Employer who fails to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate collection agent. The failure of an individual Employer to comply with the applicable provisions

of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this labor agreement.

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

PENSION, HOSPITALIZATION, AND BENEFIT PLAN

Section 4.09. The Joint Industry Board shall administer the Pension, Hospitalization and Benefit Plan of the Electrical Industry and the Local Union No. 3 (White Plains) Retiree Welfare Plan. All Employers shall remit weekly the following percentages of their standard weekly payroll to the Pension, Hospitalization and Benefit Plan:

Journeypersons on "A" rated work:

1st, 2nd, 3rd and 4th Year Apprentices:

Effective May 27, 1999 to May 17, 2000	--	26.63%
Effective May 18, 2000 to May 16, 2001	--	27.37%
Effective May 17, 2001 to May 8, 2002	--	28.11%

MIJ, "M" Journeypersons:

5th Year Apprentices:

Effective May 27, 1999 to May 17, 2000	--	11.60%
Effective May 18, 2000 to May 16, 2001	--	11.60%
Effective May 17, 2001 to May 8, 2002	--	11.60%

In addition to this percentage will be the Employer contribution of their standard weekly productive payroll to the Pension Hospitalization Plan of the Electrical Industry for the Local Union No. 3 (White Plains) Retiree Welfare Fund (Section 4.15) as follows:

Effective May 27, 1999 to May 17, 2000	--	0.50%
Effective May 18, 2000 to May 16, 2001	--	0.50%
Effective May 17, 2001 to May 8, 2002	--	0.50%

DENTAL BENEFIT PLAN

Section 4.10. The Joint Industry Board shall administer the Dental Benefit Plan of the Electrical Industry. The Employers shall remit weekly the following percentages of their standard weekly productive payroll to the Dental Benefit Plan:

Journeypersons on "A" rated work:

1st, 2nd, 3rd and 4th Year Apprentices:

Effective May 27, 1999 to May 17, 2000	--	2.04%
Effective May 18, 2000 to May 16, 2001	--	2.54%
Effective May 17, 2001 to May 8, 2002	--	3.04%

"MIJ", "M" Journeypersons, 5th Year Apprentices:

Effective May 27, 1999 to May 17, 2000	--	2.04%
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Effective May 18, 2000 to May 16, 2001	--	2.04%
Effective May 17, 2001 to May 8, 2002	--	2.04%

ADDITIONAL SECURITY BENEFIT PLAN

Section 4.11(a). Joint Industry Board shall administer the Additional Security Benefits Plan of the Electrical Industry. Employers shall make weekly contributions to the Additional Security Benefit Plan as follows:

Journeypersons on "A" Rated work:

Effective May 27, 1999 to May 17, 2000	\$ 3.50 Per Hour/ \$28.00 Per Day (Cap)
Effective May 18, 2000 to May 16, 2001	\$ 3.50 Per Hour/ \$28.00 Per Day (Cap)
Effective May 17, 2001 to May 8, 2002	\$ 4.00 Per Hour/(No Cap)

Apprentices:

2nd, 3rd, 4th Year:

Effective May 27, 1999 to May 17, 2000	-- \$ 1.57 Per Hour/ \$12.56 Per Day (Cap)
Effective May 18, 2000 to May 16, 2001	\$ 1.57 Per Hour/ \$12.56 Per Day (Cap)
Effective May 17, 2001 to May 8, 2002	\$ 1.57 Per Hour/(No Cap)

MIJ, "M" Journeypersons:

5th Year Apprentices:

Effective May 27, 1999 to May 17, 2000	\$2.50 Per Hour Per Worker/No Cap
Effective May 18, 2000 to May 16, 2001	\$2.50 Per Hour Per Worker/No Cap
Effective May 17, 2001 to May 8, 2002	\$2.50 Per Hour Per Worker/No Cap

Section 4.11(b). In addition, all Employers shall remit weekly the following percentages of their gross weekly productive payroll (including overtime) as hereafter defined to the Additional Security Benefit Fund and credit to the participants' individual account only.

Journeypersons on "A" rated work:

Apprentices:

1st, 2nd, 3rd, 4th Year:

Effective May 27, 1999 to May 17, 2000	-- 11.2%
Effective May 18, 2000 to May 16, 2001	-- 11.2%
Effective May 17, 2001 to May 8, 2002	-- 11.2%

MIJ, "M" Journeypersons:

5th Year Apprentices:

Effective May 27, 1999 to May 17, 2000	-- 2.88%
Effective May 18, 2000 to May 16, 2001	-- 2.88%
Effective May 17, 2001 to May 8, 2002	-- 2.88%

ANNUITY FUND

Section 4.12. The Joint Industry Board shall administer the Annuity Plan of the Electrical Industry. Employer shall make contributions to the Annuity Plan as follows:

Journeypersons on "A" Rated Work:

Effective May 27, 1999 to May 17, 2000 -- \$4.00 per day (CAP)
Effective May 18, 2000 to May 16, 2001 -- \$4.00 per day (CAP)
Effective May 17, 2001 to May 8, 2002 -- \$4.00 per day (CAP)

Apprentices:

1st, 2nd, 3rd, 4th Year Apprentices:

Effective May 27, 1999 to May 17, 2000 -- \$2.00 per day (CAP)
Effective May 18, 2000 to May 16, 2001 -- \$2.00 per day (CAP)
Effective May 17, 2001 to May 8, 2002 -- \$2.00 per day (CAP)

MIJ, "M" Journeypersons, "M" Helpers:

Effective May 27, 1999 to May 17, 2000 -- \$2.00 per day (CAP)
Effective May 18, 2000 to May 16, 2001 -- \$2.00 per day (CAP)
Effective May 17, 2001 to May 8, 2002 -- \$2.00 per day (CAP)

EDUCATIONAL AND CULTURAL TRUST FUND

Section 4.13. The Joint Industry Board shall supervise the Educational and Cultural Trust Fund established for educational, cultural, charitable, and philanthropic purposes. Contributions to the Educational and Cultural Trust Fund shall be as follows:

Journeypersons on "A" rated work

1st, 2nd, 3rd and 4th Year Apprentices:

Effective May 27, 1999 to May 17, 2000 -- 1.00%
Effective May 18, 2000 to May 16, 2001 -- 1.00%
Effective May 17, 2001 to May 8, 2002 -- 1.00%

MIJ, "M" Journeypersons

5th Year Apprentices:

Effective May 27, 1999 to May 17, 2000 -- 0.50%
Effective May 18, 2000 to May 16, 2001 -- 0.50%
Effective May 17, 2001 to May 8, 2002 -- 0.50%

The Fund in addition to its other functions, may grant eligible Journeyperson electricians and other participants an opportunity to attend educational courses conducted at Bayberryland and pay a sum up to six hundred twenty five dollars (\$625.00) for a one (1) week course of study at the satisfactory conclusion of their studies.

JOINT INDUSTRY BOARD ADMINISTRATION

Section 4.14. The cost of the administration of the Joint Industry Board shall be borne by the Employers of the Industry, and shall for all purposes constitute an expense of doing business of the Employers under this Agreement. Employers shall remit weekly the following percentage of their weekly productive payroll for all employees except "M" and "MIJ" Journeypersons:

Journeypersons on "A" rated work

1st, 2nd, 3rd and 4th Year Apprentices:

Effective May 27, 1999 to May 17, 2000	--	1.00%
Effective May 18, 2000 to May 16, 2001	--	1.00%
Effective May 17, 2001 to May 8, 2002	--	1.00%

Effective May 27, 1999 to May 8, 2002, the contribution is to be allocated as follows:

a) Apprenticeship and Training Plan	-----	0.46%
b) Legal Assistance Benefit Plan	-----	0.25%
c) Reimbursement of Tool and Clothing Losses	-----	0.04%
d) Other Industry Related Expenses	-----	0.25%

RETIREE WELFARE FUND

Section 4.15. The Joint Industry Board shall administer the Retiree Welfare Fund of Local Union No. 3 (White Plains). The Employers shall include weekly the following percentage of their standard weekly productive payroll to the Pension, Hospitalization Plan of the Electrical Industry for the Local Union No. 3 (White Plains) Retiree Welfare Fund as follows:

Effective May 27, 1999 to May 17, 2000	--	0.50%
Effective May 18, 2000 to May 16, 2001	--	0.50%
Effective May 17, 2001 to May 8, 2002	--	0.50%

ELECTRICAL EMPLOYERS SELF INSURANCE SAFETY PLAN

Section 4.16. Every Employer agrees to be a member of and participate in the Electrical Industry's Electrical Employers Self-Insurance Safety Plan (E.E.S.I.S.P.), Disability Plan. As participants in the above Plan, employees of the Employer shall receive up to one hundred seventy dollars (\$170.00) per week for twenty-six (26) weeks of disability benefits.

In those disabilities defined by the Executive Committee of the Electrical Employers Self Insurance Safety Plan, the weekly disability benefit rate shall be up to three hundred eighty five dollars (\$385.00) per week which is two hundred and fifteen dollars (\$215.00) over and above the disability benefits provided for under the New York State and Connecticut Disability Benefits Law.

The premium rate for disability benefits shall be one-half of one percent (0.50%) of the gross productive payroll, to adequately fund the statutory and supplemental disability benefits.

Section 4.16(b): If an individual who received Supplemental Disability Benefits has a recovery from a third party, the individual must reimburse E.E.S.I.S.P. for the total amount of all supplemental benefits as well as EESISIP's recoverable statutory lien.

401-K PLAN

Section 4.17. The Joint Industry Board shall administer the Deferred (401K) Salary Plans of Local Union No. 3 (White Plains). Commencing May 27, 1999, in accordance with and subject to the terms and provisions of the Trust Agreement heretofore created and established between the parties hereto dated February 1, 1985 and amended thereafter, all "A" rated and Journeypersons must participate in the Plan by deferring a minimum of one (1%) percent of their gross weekly wage. All others may participate on a voluntary basis (including A-Rated Journeypersons working at market recovery rate).

All deferred wages shall be paid weekly, the same time as the weekly paycheck.

When an individual attains the IRS designated maximum contribution for that year the mandatory individual one (1%) percent contribution shall cease, after notification by the 401K Fund.

BOND

Section 4.18. The Labor-Management Committee, at their sole discretion, require Employers signing an initial Letter of Assent, or Employers who have been declared "Delinquent Employers," to furnish a surety bond in an amount equal to two (2) months projected payroll or \$10,000.00, whichever is greater, for the purposes of guaranteeing the payment of all wages and fringe benefits covered by this Agreement. A copy of said bond shall be filed with Local Union No. 3 (White Plains), the Westchester/Fairfield Division office and the Joint Industry Board.

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 4.19. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purpose of this Fund include the following:

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

- (2) to provide workers and Employers with opportunities ^{to} study and explore new and innovative joint approaches to achieving organization effectiveness;
- (3) to assist workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development 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 4.20. 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 National Labor-Management Cooperation Committee, as provided in said Agreement and Declaration of Trust.

Section 4.21. 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 New York Electrical Contractors Association, Inc., shall be the collection agent for this Fund.

Section 4.22. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollar (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE V

WORKING RULES

Section 5.01. The following Working Rules shall be part of this Agreement:

Rule 1(a). Effective May 27, 1999 seven (7) hours shall be the work day between the hours of 8:00 A.M. and 3:30 P.M., except as otherwise provided for herein, Monday through Friday inclusive. Lunch shall be between the hours of 12 noon and 12:30 P.M. Five (5) days, thirty-five (35) hours shall be the workweek.

Rule 1(b). In order to increase efficiency, at the written request of an Employer and agreement by Local Union No. 3 (White Plains), the workday on specific jobs may be shifted from 8:00 A.M. to 7:00 A.M. at straight time.

Any other variation of a standard workday shall be submitted by written request to be agreed upon by Local Union No. 3 (White Plains) and the Westchester/Fairfield Division office.

1(c). All work performed before 8:00 A.M. and after 3:30 P.M., Monday through Friday and any time on Saturday, will be paid at the rate of time and one-half except as described in Rule 1(b) above.

1(d). I.B.E.W. Local Union No. 3 (White Plains) and the Westchester/Fairfield Division office agree to modify Article V, Section 5.01, Rule 1(a), above to an eight (8) hour workday when there is a strong possibility that a job within the Westchester/Fairfield jurisdiction will not go to a "Signatory Employer" of this jurisdiction.

HOLIDAYS

Rule 2(a). Reporting for work on Sunday, New Year's Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Election Day, Thanksgiving Day and Christmas Day, shall be paid at the rate of double time, except work performed on one and two family houses and also emergency work which shall be at the rate of time and one-half. If any of the holidays fall on a Saturday, the holiday shall be held on the preceding Friday, and if a holiday falls on a Sunday, the following Monday shall be considered the holiday. No work is to be performed on those days unless permission is granted by the Union Business Representative.

2(b). No work shall be performed on Labor Day excepting in case of extreme emergency. Emergency work shall be defined to include only the repair or the replacement of parts or equipment causing an interruption of service to existing wiring systems.

VACATION

2(c). All participants working under the terms of this Agreement shall be required once each calendar year to take a mandatory one (1) week vacation which shall consist of five (5) consecutive normal workdays. Participants who have worked for or have been unemployed and available for work for contributing employers (seven (7) years or more) as of June 1st shall be granted three (3) optional weeks vacation each year in (5) consecutive workdays, with the mutual consent of the Employer and the Employee.

SHIFT WORK

Rule 3. 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. Workers on the day shift shall receive eight (8) hours pay at the regular hourly rate for 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. Workers on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 1/2) hours work.

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

The hourly rate of pay for "A" rated shift work shall be as follows:

JOURNEYPERSON:

<u>Effective</u>	<u>First</u>	<u>Second</u>	<u>Third</u>
May 27, 1999 to May 17, 2000	\$30.75	\$36.09	\$40.41
May 18, 2000 to May 16, 2001	31.75	37.26	41.73
May 17, 2001 to May 8, 2002	32.75	38.43	43.04

APPRENTICES:

<u>Effective</u>	<u>First</u>	<u>Second</u>	<u>Third</u>
Effective May 27, 1999 to May 17, 2000			
1st Year Apprentice	\$10.00	\$11.73	\$13.14
2nd Year Apprentice	11.55	13.55	15.18
3rd Year Apprentice	12.90	15.14	16.95
4th Year Apprentice	14.10	16.54	18.53
Effective May 18, 2000 to May 16, 2001:			
1st Year Apprentice	10.75	12.61	14.13
2nd Year Apprentice	12.30	14.43	16.17
3rd Year Apprentice	13.90	16.31	18.27
4th Year Apprentice	15.10	17.72	19.84
Effective May 17, 2001 to May 8, 2002:			
1st Year Apprentice	11.25	13.20	14.79
2nd Year Apprentice	12.80	15.02	16.82
3rd Year Apprentice	14.65	17.19	19.25
4th Year Apprentice	16.10	18.89	21.16

A lunch period of thirty minutes shall be allowed on each shift.

All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

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

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

Manpower on the second shift or third "graveyard" shift shall equal a minimum of 25% of the manpower on the day shift. The day shift shall remain at a seven hour shift if the 25% manpower requirement is not attained.

The percentage variation may be approved mutually by Local Union No. 3 (White Plains) and the Westchester/Fairfield Division office when job conditions warrant.

FURLOUGH SYSTEM

Rule 4(a). Using the February 15th unemployment/employment ratio, when periods of unemployment are 15% or more of the Local Union No. 3 (White

Plains) "A" rated Journeypersons, the mandatory vacation will be suspended and the following furlough procedure shall be initiated by the Joint Labor Management Committee for the period commencing June 1st and ending May 31st:

- 15% Unemployment -- Four (4) weeks Furlough plus two (2) optional weeks
- 20% Unemployment -- Six (6) weeks Furlough plus two (2) optional weeks
- 30% (or more) Unemployment -- Eight (8) weeks Furlough plus two (2) optional weeks

These furlough obligations may be taken as one continuous period of unemployment or at least one of the following minimum segments. The balance to be taken in any amount of weeks but must be minimum of one (1) week (no days):

- 15% Unemployment -- Mandatory two (2) consecutive weeks
- 20% Unemployment -- Mandatory three (3) consecutive weeks
- 30% (or more) Unemployment-- Mandatory three (3) consecutive weeks

Forepersons may fulfill this requirement upon substantial completion of the job of which they are in charge. Forepersons will not exceed eighteen months without fulfillment of their proper furlough time, unless given written permission by Local Union No. 3 (White Plains).

The scheduling of furloughs is executed by the Employers, in compliance with the above Plan.

4(b). Exempt from the above Furlough Plan are Apprentices, market recovery wirepersons and superintendents (as defined by N.E.B.F classification No. 9).

OVERTIME

Rule 5(a). No overtime shall be worked except when prior notice for such has been given to the Local Union office.

5(b). On any job where it is required to work overtime, preferential employment on such job overtime shall be given to workers employed on that job during the regular working hours. Workers shall not be transferred from one job to another for the purpose of working overtime unless those presently on the job are working overtime or additional workers are needed. Prior notice will be given to the Local Union Business Representative in each case.

WAGES

Rule 6. The minimum hourly rate for "A" Rated work shall be:

<u>JOURNEYPERSONS:</u>	<u>PER HOUR</u>
May 27, 1999 to May 17, 2000	\$30.75

May 18, 2000 to May 16, 2001	\$31.75
May 17, 2001 to May 8, 2002	\$32.75

<u>APPRENTICES:</u>	May 27, 1999	May 18, 2000	May 17, 2001
1st Year Apprentice	\$10.00	\$10.75	\$11.25
2nd Year Apprentice	11.55	12.30	12.80
3rd Year Apprentice	12.90	13.90	14.65
4th Year Apprentice	14.10	15.10	16.10
5th Year Apprentice (MIJ)	19.00	19.75	20.50

(Market Recovery/Pay Package)

It is hereby agreed that the Union shall unilaterally have the authority to reallocate the wages and/or contribution payments to Funds required to be made under this Agreement.

If any changes are made re: workweek, shorter hours by the State or Federal Government before this Agreement expires, the weekly pay shall remain the same.

FOREPERSON

It is agreed that the following schedule and rate of pay per hour above journeyperson's rate of pay be established for the employment of General Forepersons and Forepersons according to the number of Journeypersons employed on a particular job.

<u>Effective:</u>	<u>Rate of Pay</u>	
	<u>Foreperson</u>	<u>General Foreperson</u>
May 27, 1999 to May 17, 2000	\$1.50 per hour	\$3.00 per hour
May 18, 2000 to May 16, 2001	\$1.50 per hour	\$3.00 per hour
May 17, 2001 to May 8, 2002	\$1.50 per hour	\$3.00 per hour

On jobs having three (3) Journeypersons including themselves, there shall be one (1) Foreperson. When there are eight (8) Journeypersons working on a job, the Foreperson's title changes to General Foreperson; eleven (11) Journeypersons - General Foreperson and one (1) Foreperson; sixteen (16) Journeypersons - General Foreperson and two (2) Forepersons; (24) Journeypersons, General Foreperson and three (3) Forepersons. After the twenty-fourth (24th) Journeyperson is employed, for every 10 Journeypersons employed thereafter, there shall be an additional Foreperson employed. It is further agreed that when a General Foreperson is employed on a particular job for a period in excess of fifteen (15) working days total, his/her rate of pay shall continue until substantial completion of the job.

HIGH WORK

Rule 7(a). On the job where employees are required to work on bridges over navigable waters, transmission towers, also light poles, normal bosum chairs, swinging scaffolds, etc. 40 feet or more above the water or ground or under compressed air, or in shafts over 25 feet deep or tunnel projects over 100 feet long or where gas masks are required, they shall receive an additional three dollars (\$3.00) per hour above the regular straight time for such work except on normal pole line or building construction work.

7(b). Whereas, a differential above the regular hourly rate has been paid to all electrical workers on maintenance at Raceways, after the regular scheduled hours of work as stipulated in Article V, Rule 1(a), since the opening date of the 1950 racing meet at Yonkers Raceway, the undersigned hereby agree that this differential shall be maintained for the duration of the existence of electrical maintenance employment at Raceways in the jurisdiction of Local Union No. 3 (White Plains).

OUT OF JURISDICTION EXPENSES

Rule 8(a). Any Employee directed to work on any job outside the jurisdiction of this Local Union shall do so under the following conditions:

They shall receive traveling expenses to and from the place where the work is located for as many trips as they are directed by the Employer to make.

8(b). If directed to board where work is located they shall be paid the actual expenses incurred for their room and board.

8(c). All traveling time during the regular working hours shall be paid for at the single time rate.

8(d). When traveling outside the regular working hours where berth is to be provided, single time not exceeding a total of seven hours for any one day shall be paid.

8(e). The wage rate provided in this Agreement shall prevail, except when a higher rate prevails in the jurisdiction where the work is located, then the higher rate shall be paid.

METHOD OF PAYMENT

Rule 9. Effective May 27, 1999 to May 8, 2002 wages shall be paid weekly in United States currency or by check either on the job or at the office of the Employer on Mondays, except when a holiday falls on a Monday, then payday becomes Tuesday, on or before 3:30 P.M. Employees shall be paid for all work performed up to and including the preceding Wednesday to 4:00 P.M. Not more than three (3) days wages shall be withheld by the Employer

in any one week and when three days pay has been withheld, it must be paid within the following week.

A pay voucher showing gross wages, itemized deductions, contributions and net amounts due to be paid shall be issued to each employee, at the time they receive their wages. This voucher can be a check stub or separate sheet showing the employee's weekly payroll contributions and deductions with the following information:

Employer Name;	<u>Contributions to:</u>
Payroll Week Ending;	Annuity (per day)
Employee Name;	ASBF (Hourly)
Employee S.S.#;	ASBF (Vacation Equiv.)
Gross Wages;	<u>Deductions for:</u>
Net Wages;	401K Deferral
	Local #3 Dues Assessment
	COPE
	Educational & Cultural Loan Repayment
	Local No. 3 Loan Fund Certificate
	Local No. 3 Loan Fund Repayment

FEDERAL AND STATE WITHHOLDING TAXES

Rule 10. Employers are required to withhold all applicable federal, state and local taxes as required by law.

SHOW-UP TIME

Rule 11(a). When workers report to the shop for work, they shall be paid two hours wages and transportation expenses, unless the Employer has notified them not to report on the evening previous.

11(b). No worker shall be employed for a period of less than four (4) continuous hours.

11(c). The Employer shall not loan or cause to be transferred workers in his/her employ to any other Employer.

11(d). All employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union during the term of this Agreement and all employees who become members of this Union shall, as a condition of employment, maintain their membership in the Union during the term of this Agreement from and after the thirtieth day following their employment or the effective date of this Agreement, whichever is later.

11(e). When the Employer requests workers from the Union and fails to employ such workers, such workers shall be paid two (2) hours wages and transportation expenses unless the Employer cancels such request before the workers are sent.

LAYOFFS

Rule 12. When workers are discharged or laid off, they shall be allowed one hour before quitting time to gather tools and other personal belongings and shall immediately be paid off all wages due. In the event the employee is not paid off, waiting time at the regular rate will be charged until payment is made. When workers are fired, wages due shall be mailed to their last known address by the next regular payday. When workers quit of their own accord, they shall wait until the regular pay period for wages due unless two (2) days notice is given. In the event of a layoff, the Employer shall, if possible, notify the Local Union office and furnish a list of person or persons 48 hours prior to the said layoff. When an employee is terminated, he/she shall be given a slip stating reason for such termination. This slip shall be furnished by the Joint Industry Board in quadruplicate with a copy being forwarded to the Joint Industry Board and the office of the Westchester/Fairfield Division.

TRANSPORTATION

Rule 13(a). When the Employer furnishes transportation to and from jobs anywhere within the jurisdiction of Local Union No. 3 (White Plains), vehicles used for transportation shall be suitably enclosed to afford protection from inclement weather.

13(b). When the Employer furnishes transportation, workers shall report to the shop by 8:00 A.M. for transportation unless the starting time has been changed upon notification by the Contractor and agreement of the Union, and shall return to the shop not later than the designated quitting time.

13(c). When transportation is not furnished by the Employer, workers shall report to the jobsite ready to work at 8:00 A.M. and shall remain at work until the regular quitting time unless otherwise ordered by the Employer.

13(d). Employees are not permitted to use their own automobiles to go from shop to job, job to job, or job to shop, or to transport any contractor's materials or contractor's tools in their own automobiles, or use a motor vehicle in any manner considered by the Union to be against the best interest of the workers.

For Emergency Service calls only, employees will be permitted to use their own autos to go from job to job once per day and shall be paid \$3.50 expenses. Workers doing so are to advise the Local Union office between the hours of 4:00 and 5:00 P.M. This provision, however, does not require an electrician to own or drive a car as a condition of employment.

13(e). Workers are to be responsible for transporting their own personal tools except during the normal workday.

WORK DUTIES

Rule 14(a). The repairing of appliances and equipment which use electricity for light, heat, power or communication, when repairs are made in the shop of the Employer, shall be made under the terms of this Agreement.

14(b). A Journeyperson shall be required to make any necessary corrections in workmanship, when so decided by the Union, for which they are responsible, on their own time during the regular working hours. The Union shall be held responsible for this.

14(c). On all jobs or in any shop employing four (4) or more workers at least one such worker fifty years of age or over shall be employed for each four (4) Journeypersons so employed.

14(d). All rack work in connection with lighting and power transformers, as well as secondary wiring and connections to transformers, switchboard wiring, control wiring of all types, erecting and bus bar work, and the assembling, wiring and hanging of all electric or combination fixtures shall be done by electrical workers.

14(e). The manufacture, assembling, construction, installation or erection, repair or maintenance of all materials, equipment, apparatus and appliances required in the production of electricity and its effects of the operation, inspection and supervision of all electrical equipment, apparatus, appliances, or devices by which the energy known as electricity is generated, utilized and controlled shall be covered under the scope of this Agreement.

TOOLS, CLOTHING & EQUIPMENT

14(f). The Employer shall furnish the following tools and such other tools as are required by the employee, but where there is a question arising regarding the safety of tools or equipment, same shall be referred to the Labor-Management Committee for adjudication:

Star drills and all drills for inserts, shields or anchors used by the Employer; all bits, bending tools - stock and dies; fishes, vises, safe ladder; testing outfits; reamers over 1" and all box cutters; flashlight batteries; compass and hack saw blades; all machine drills and taps; all wrenches except pipe wrenches 14" or less in length; oil, gasoline and alcohol; brick and masonry chisels.

The Employer's tools and equipment shall be given the same consideration by the employees as they would their own tools.

14(g). In addition to appropriate footgear and work clothes, all Journeymen and Apprentices shall provide themselves with at least the following tools in a lockable tool box containing:

- | | |
|--------------------------------------|----------------------------------|
| 1-Electrician's Knife | 1-16 oz. Claw Hammer |
| 2-Flat Blade Screwdrivers-8" Largest | 1-Keyhole Saw Handle |
| 1-Phillip's Screwdriver | 1-9" Torpedo Level |
| 1-Pair Channel Lock Pliers-8" | 1-12" Square |
| 1-Pair Lineman Pliers-8" | 1-6 Foot Folding Rule (Readable) |
| 1-Pair Diagonal Pliers-6" | 1-Scratch Awl |
| 1-Pair Long Nose Pliers-6" | 1-Center Punch |
| 1-Crescent Wrench-10" | 1-Plumb Bob |
| 1-Pair Wire Strippers | 1-Flashlight |
| 1-Hacksaw Frame | 1-Leather Pouch |
| 1-Tap Wrench Handle | |

Apprentices shall supply themselves at least with the following tools in a lockable toolbox containing:

- | | |
|--------------------------------------|------------------------------------|
| 1-Electrician's Knife | 1-Hacksaw Frame |
| 2-Flat Blade Screwdrivers-8" Largest | 1-16 oz. Claw Hammer |
| 1-Pair Channel Lock Pliers-8" | 1-9" Torpedo Level |
| 1-Pair Lineman Pliers-8" | 1-Six Foot Folding Rule (Readable) |
| 1-Pair Diagonal Pliers-6" | 1-Leather Pouch |
| 1-Pair Wire Strippers | |

Rule 14(h). Where employees are required to work during inclement weather or undue conditions, they shall be provided by the Employer with proper clothing and equipment for their protection such as rain coats, rain hats, hard hats, boots, and rubber gloves.

14(i). The individual Employer shall furnish suitable lockers or chests for storage of workers' clothing and tools. In the event of loss by fire or theft, it is agreed that the claims to be paid be limited as follows providing an affidavit is submitted in support of claims of loss. This affidavit to be submitted to the Joint Industry Board Tool and Clothing Fund:

Overcoat	up to	\$250.00
Tools	up to	350.00
Clothing	up to	250.00
Shoes	up to	150.00

The Foreperson of the job shall be responsible for the selection of a suitable locker. In the event the locker furnished or selected by the Foreperson is considered unsatisfactory by any other employee, such employee shall notify the Foreperson at once, otherwise no responsibility shall attach to the Employer. The suitability of the locker, if questioned, shall be determined by the Business Representative of the Union. In order to affix the responsibility for the amount of loss by fire or theft, it shall be the duty of the Foreperson in charge of the work to

obtain from the employees when reporting such loss, a list and the value of the property, which shall be verified by affidavit.

Rule 15. Before starting work on any electrical job, the Employer shall contact the Local Union office and give them any information that may be required with reference to the job that is to start. Employers shall notify the Local Union office of the name of the job Journeyperson or Foreperson in the week of his/her designation as such.

FOREPERSON DUTIES

Rule 16(a). All jobs requiring three (3) or more workers shall have a Foreperson. A Foreperson is a worker in charge of, or laying out of work for three or more employees, including the Foreperson, on one active job. The Foreperson shall be a Journeyperson and shall be responsible to the Employer for the job placed in their charge. The Foreperson shall receive orders from the Employer or from the Superintendent and shall have direction of workers under them. They shall be responsible for all work installed and the Employer's interpretation of the Agreement Work Rules.

Job forepersons shall not act in such capacity on more than one job at a time.

16(b). Where a Foreperson is not required under these rules, the Employer shall designate on each job a Journeyperson who shall be responsible for and be in charge of the job.

STEWARDS

Rule 17. Employers recognize that Local Union No. 3 (White Plains) has the right to appoint a steward to any job where workers are employed under the terms of this Agreement.

The Employer shall be timely notified when a Steward is to be appointed to a job. The Steward shall be a productive employee of the Employer's workforce and can be fired for cause, but shall not be discriminated against by the Employer for the performance of their duties as a Union Steward. The layoff of a Steward will be accomplished by the Employer or his representative after consultation with the Joint Committee, consisting of the following: Local Union No. 3 (White Plains) Representative and Westchester/Fairfield Division Representative. The findings of this Committee will be binding.

An identification label known as "Union Job Label" furnished by the Union, shall be placed on all building construction or alteration jobs within the jurisdiction of the Union. Stewards shall be in charge of such labels.

Rule 18. The work referred to in these working rules consists of the installation of all electrical distribution systems and apparatus which use electricity for power, light, heat or communication and includes the

installation and fabrication of all such devices as are made necessary by these installations.

Rule 19. The cutting and channeling of masonry for the installation of electrical conduit is specifically a part of the electrical work of installing distribution systems.

TEMPORARY LIGHT, HEAT & POWER

Rule 20(a). Where wiring systems and equipment are required for lighting, heat, power, including the repair, relocation and adjustment of existing stringers during the period of construction of a building, these systems and equipment shall be installed, maintained and operated by I.B.E.W. electrical workers. The maintaining of temporary light and power prior to 8 A.M. and after 3:30 P.M., Monday through Friday and all day Saturday, and holidays, will be paid at the rate of time and one-half. Sundays will be paid at the rate of double time.

During the five day work week, Monday through Friday, exclusive of holidays, the Contractor is allowed one hour per day, using one Journeyperson only, at straight time with the flexibility of dividing the use of this hour for AM or PM or both. This work will be productive on all electrical installations where practicable. However, no maintenance of temporary light and power will be required when there are six (6) or less building tradespersons working. All work installed for light, heat and power shall be installed in a workman like manner and maintained in such manner for the duration of such light, heat and power. Risers shall be in conduit from floor to floor and safety fused switches shall be installed on each floor for light, heat and power supply. All open wiring shall be supported by insulators as required. No extensions shall be over 50 feet from the supply except by permission of the Local Union.

20(b). All maintenance of feeders, sub-feeders and wiring of electrical equipment for heating of buildings shall be paid for at 80% of the regular hourly rate for the first 40 hours. After 40 hours they shall be paid straight time plus fifty percent, or time and one-half. Shift work will not be recognized unless five-8 hour shifts are established on a job per week. Maintenance of feeders, sub-feeders and wiring of electrical equipment for heating of buildings shall be maintained until the permanent wiring for the heating unit itself is installed. No other permanent wiring is required. The contents of the preceding language in Sub-Section, 20(b) will only be in force when requested by the customer and/or Employer for safety and/or insurance reasons.

OIL-O-STATIC

Rule 21. All Oil-O-Static and Capillary Oil feeder and affiliated equipment, welding, handling, transporting, fitting, etc., and all parking lots, stadiums and all distribution on private property from the last Con

Edison connection at the street or right of way shall be done by electricians working in the scope of this Agreement.

SOLAR ENERGY

Rule 22. All handling, installing, wiring and maintaining of Solar Energy and wind generation shall be done by electricians in the scope of this Agreement.

FIBER OPTICS

Rule 23. All installations and terminations of optic cables shall be done by electricians under the scope of this Agreement. Also, data cable, and laser, and all systems covered under the National Electric Code.

WATER, SEWER, SUBWAY & TUNNEL WORK

Rule 24. All electrical work, temporary and permanent, associated with the construction of water, sewer, subway or other tunnel work, including work above ground, buildings, head frames, battery sheds and sources of power and all electrical work in shafts leading to a tunnel and all electrical work in said tunnel either temporary or permanent, as performed on all other tunnel work in the Local No. 3 (White Plains) jurisdiction shall be covered under the scope of this Agreement.

JURISDICTION

Rule 25. The jurisdiction of work covered by this Agreement shall be as stated in the I.B.E.W. Constitution and I.B.E.W. Green Book.

Rule 26. For the purpose of enforcing this Agreement, the Business Manager shall be responsible for the interpretation of all clauses in this Agreement. However, this does not deny the right of the Employer to an appeal in the manner provided for in the Agreement.

ARTICLE VI

SAFETY RULES

Section 6.01. The following Safety Rules shall be part of this Agreement:

Rule 1.01(a). On live work of 440 volts or more, not less than two (2) Journeypersons must be employed.

1.01(b). All ungrounded branch circuit and feeder conductors operating at a nominal voltage of 277/480 volts that extend beyond the service equipment in buildings shall be identified whenever accessible or visible by the colors Brown, Orange, Yellow (BOY) by color of wire,

marking tape, etc., for three phase circuits and any appropriate combination of these colors for single phase circuits.

Rule 1.02. On all jobs of 208 volts or over, the Employer shall furnish standard testers and instruments approved; Ideal, Bull Dog or comparable make.

Rule 1.03. No one shall be required to work on live switchboards or live electrical equipment in excess of 220 volts, except in extreme emergencies. Refer to Article VI, Rule 1(a).

Rule 1.04. All Foreperson will be held responsible for the safety of their workers and to see that all safety equipment and requirements are met, also to see that all foul weather gear is available to the workers when needed. They will also make sure that a warm and safe place for the workers to eat and store tools is available.

Rule 1.05. The use of powder actuated tools will comply with all existing safety regulations. Training classes for the safe and proper use of these tools will be given by qualified representatives of the tool manufacturers to ensure safe operation of these tools. The use of these tools will be covered under the contractor's insurance. The administration and appointments to run these classes shall be made through the JATC.

Rule 1.06. Workers shall install all electrical work in full accord with municipal rules, and the regulations of the National Electrical Code in place at the time, also the contract specifications, and in a safe and workmanlike manner. All temporary cords and wiring must be 3-wire and polarized for the safety of all workers using the equipment. All portable tools shall be polarized as required by the State Law and the National Electrical Code.

Rule 1.07. Trucks are to have proper signal lights, brakes in good repair, etc.

Rule 1.08: The Employers and the Union agree to increase safety awareness and education. The parties agree to participate in a training program for the purpose of training Forepersons, General Forepersons, and Superintendents with reference to all safety matters pertaining to operations and the progress of an electrical installation. These classes will be administered through the JATC.

Rule 1.09. The parties recognize the customer's and Employer's right to adopt a Substance Abuse Policy: However, the Union reserves the right to negotiate regarding the terms of the policy before the policy is implemented by the customer or the Employer on Local Union No. 3 (White Plains) employees.

ARTICLE VII

REFERRAL PROCEDURE

The Employers and Local Union No. 3 (White Plains) mutually agree that the Joint Industry Board of the Electrical Industry will administer a referral system for the Westchester/Fairfield jurisdiction of Local Union No. 3 (White Plains) and the Westchester/Fairfield Division, New York Electrical Contractors Association, Inc., New York City Chapter - N.E.C.A. at the office of Local Union No. 3 (White Plains), 200 Bloomingdale Road, White Plains, N.Y.

A timely referral system transfer will occur during the 1999-2002 contract period.

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

The referral services provided by the Union shall cease and the parties hereby agree to establish the Westchester/Fairfield Employment Plan Committee:

1. The Westchester/Fairfield Employment Plan Committee shall include three (3) Employer Representatives and three (3) Union Representatives; each designated by their parties to this Committee.
2. The Westchester/Fairfield Employment Plan Committee shall adopt a Plan consisting of the rules, regulations and procedures governing the establishment and operation of a non-exclusive Employee Referral Plan administered by the Joint Industry Board of the Electrical Industry and its Employment Department.
3. The Westchester/Fairfield Employment Plan Committee shall review the activities, records and reports of the Westchester/Fairfield Employment Plan.
4. The Westchester/Fairfield Employment Plan, shall be established as of August 1, 1999 and as amended from time to time, and is to be a part of the this Collective Bargaining Agreement.

ARTICLE VIII

MARKET RECOVERY

Section 8.01(a). Journeyperson Inside Wireperson, Inside Apprentices, "M" Journeypersons, and "M" Helpers shall be given the opportunity to work on Market Recovery Work, as described herein, and shall be referred in accordance with the accepted referral procedures contained elsewhere in

this Agreement. Only those members referred in this manner will be permitted to be employed under this article.

8.01(b). This article and subsequent sections are intended to recapture the work lost over the last few years because of the non competitiveness of the signatory contractors, regardless of the reasons, which are many and varied. The changes contained in this Article and Sections deal only with the work contained in the scope of work found later herein. Any subject not specifically addressed in this Article shall be referred to the language found in the preceding Articles and Sections of this document, which shall prevail.

SCOPE

Section 8.02(a). The work to which the following Article and Sections apply is described as follows:

- A. All Service Stations
- B. All free standing fast food restaurants. Free standing shall mean those that are not an integral part of any other structure.
- C. All strip malls of ten (10) stores or less not to exceed a total of 25,000 square feet (Total Strip Mall).
- D. It is mutually agreed that the provisions of this Article shall apply to the installation of residential electrical systems, including the repair, renovation and alterations in residential occupancy dwellings only, constructed for sale, rent or owner occupied not exceeding three floor above grade. For clarification, the first floor of a building shall be that floor which is designed for human habitation and which has 50 percent or more of its perimeter level with or above finished grade of the exterior wall line. This scope does not apply to installations controlled by a pre-determined rate of pay (all prevailing wage work). Specifically excluded, for example, are hotels, motels, nursing homes, or dormitories and similar occupancies.
- E. This article covers and includes any and all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of the foregoing fixtures.

8.02(b). Jobbing and jobs of \$15,000 (Total contract cost using Market Recovery rate), not including A thru E, which shall be based upon the contract being drawn on the Journeyperson rate contained in Section 3 of this article.

8.02(c). Where there is a strong possibility that a job will not go to a Local Union No. 3 (White Plains) Employer, the Union in consultation with the Westchester/Fairfield Division Office, may use the Market Recovery Article to recapture work lost or secure projects not included in the Market Recovery scope of work.

WAGES

Section 8.03. The minimum hourly wage rate for the work described above shall be as follows:

<u>"M" & "MIJ" RATED JOURNEYPERSON:</u>	<u>PER HOUR</u>
Effective May 27, 1999 to May 17, 2000	\$19.00
Effective May 18, 2000 to May 16, 2001	\$19.75
Effective May 17, 2001 to May 8, 2002	\$20.50

	<u>May 27,</u> <u>1999</u>	<u>May 18,</u> <u>2000</u>	<u>May 17,</u> <u>2001</u>
<u>HELPERS:</u>			
1st Year Helper	\$ 10.00	\$ 10.75	\$ 11.25
2nd Year Helper	11.55	12.30	12.80
3rd Year Helper	12.90	13.90	14.65
4th Year Helper	14.10	15.10	16.10

Section 8.04. Eight hours shall constitute a workday between the hours of 8:00 A.M. and 4:30 P.M. Forty (40) hours shall constitute a work week with five (5) consecutive days beginning Monday through Friday. A thirty (30) minute lunch break shall be observed, in no case shall it exceed five (5) hours after starting time.

The starting time may be moved if the customer requests and the job warrants the change, to any time during the day, and quitting time shall be eight and one-half (8 1/2) hours later. Local Union No. 3 (White Plains) and the Westchester-Fairfield Division shall be notified when a request for hours or days are other than standard hours. Employees from one job may not work different hours on another job without premium pay as directed below.

OVERTIME & HOLIDAYS

Section 8.05(a). All work performed outside the regularly eight (8) hours per day, five (5) consecutive days per week, shall be paid for at one and one-half (1 1/2) times the regular straight time rate of pay.

8.05(b). Reporting for work on Sunday or the following holidays, New Year's Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Election Day, Thanksgiving Day and Christmas Day, shall be paid at the rate of double time, except work performed on one and two family houses and also emergency work which shall be at the rate of time and one-half. If any of the holidays fall on a Saturday, the holiday shall

be held on the preceding Friday, and if a holiday falls on a Sunday, the following Monday shall be considered the holiday.

8.05(c). No work shall be performed on Labor Day excepting in case of extreme emergency. Emergency work shall be defined to include only the repair or the replacement of parts or equipment causing an interruption of service to existing wiring systems.

Section 8.06. When workers are directed to report to the job, such workers shall be on the job ready to commence work at the regular starting time. All tools and materials shall be stored or put away before quitting time.

"M" & "MIJ" RATED FOREPERSON

Section 8.07(a). Each job or project requiring more than four (4) Wirepersons shall be under the supervision of a Foreperson. A Foreperson is a worker in charge of, or laying out of work for four (4) or more employees, including the Foreperson, on one active job. The Foreperson shall be a Journeyperson and shall be responsible to the Employer for the job placed in their charge. The Foreperson shall receive orders from the Employer or from the Superintendent and shall have direction of the workers under them. They shall be responsible for all work installed and the Employers interpretation of the Agreement Work Rules.

Job Forepersons shall not act in such capacity on more than one job at a time.

It is agreed that the following schedule and additional rate of pay be established for the employment of Forepersons and General Forepersons according to the number of Journeypersons market recovery persons employed on a particular job:

<u>Rate of Pay</u>	<u>Foreperson</u>	<u>General Foreperson</u>
Effective May 27, 1999 to May 17, 2000	\$1.50 per hour	\$3.00 per hour
Effective May 18, 2000 to May 16, 2001	\$1.50 per hour	\$3.00 per hour
Effective May 17, 2001 to May 8, 2002	\$1.50 per hour	\$3.00 per hour

8.07(b). Where a Foreperson is not required under these rules, the Employer shall designate on each job an "M" Journeyperson who shall be responsible for and be in charge of the job.

NATIONAL ELECTRICAL BENEFIT FUND

Section 8.08. Refer to Article IV, Section 4.08.

PENSION, HOSPITALIZATION, AND BENEFIT PLAN

Section 8.09. Refer to Article IV, Section 4.09.

DENTAL BENEFIT PLAN

Section 8.10. Refer to Article IV, Section 4.10.

ADDITIONAL SECURITY BENEFITS PLAN

Section 8.11. Refer to Article IV, Sections 4.11(a) and 4.11(b).

ANNUITY PLAN

Section 8.12. Refer to Article IV, Section 4.12.

EDUCATIONAL AND CULTURAL TRUST FUND

Section 8.13. Refer to Article IV, Section 4.13.

RETIREE WELFARE FUND

Section 8.14. Refer to Article IV, Section 4.15.

ELECTRICAL EMPLOYERS SELF INSURANCE DISABILITY PLAN

Section 8.15. Refer to Article IV, Section 4.16(a) and 14.16(b). *2/17/72*

401-K PLAN

Section 8.16. Refer to Article IV, Section 4.17.

"M" USE VIOLATION

Section 8.17. Any Employer found to be violating the intent of this Article, as contained in Section 8.01(b) will be barred from using it for one (1) year by the Labor-Management Committee.

ARTICLE IX

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.

Signed for the "Employers", N.Y.E.C.A., Westchester/Fairfield Division, New York City Chapter, NECA:

<u>Bruce J. DeShay</u>	Executive Manager	Date: <u>12/10/99</u>
<u>Joseph J. Romanowicz, Jr.</u>	President	Date: <u>12/10/99</u>
<u>Peter Borducci</u>	Vice President	Date: <u>12/10/99</u>
<u>Thomas J. Carlucci</u>	Vice President	Date: <u>12-10-99</u>
<u>Thomas P. Devine</u>		Date: <u>12/10/99</u>
<u>Michael J. DiMartino</u>		Date: <u>12/10/99</u>
<u>Joseph Hall</u>		Date: <u>12-10-99</u>
<u>Christopher Mandler</u>		Date: <u>12-10-99</u>
<u>Harold (Skip) Stanley</u>		Date: <u>12-10-99</u>
<u>Bruce C. Wardell</u>		Date: <u>12-10-99</u>

Signed for the "Union", Local Union #3 (White Plains), I.B.E.W.:

<u>Thomas VanArsdale</u>	Business Manager	Date: <u>2/7/00</u>
<u>Dennis McSpedon</u>	President	Date: <u>2/1/00</u>
<u>Joseph R. Bechtold</u>	Recording Secretary	Date: <u>2/8/00</u>
<u>Edward A. Puncar, Jr.</u>	Chairman	Date: <u>2-1-00</u>
<u>Robert Fogarty</u>		Date: <u>2-1-00</u>
<u>Walter A. Glatz</u>		Date: <u>2/1/00</u>
<u>Joseph McKenna</u>		Date: <u>2/01/00</u>

APPROVED
INTERNATIONAL OFFICE - I. B. E. W.

MAR 06 2000

J. J. Barry, President
This approval does not make the
International a party to this agreement