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Title: **Finger Lakes New York Chapter, National Electrical Contractors Association (NECA) (Residential Agreement) and International Brotherhood of Electrical Workers (IBEW) Local 86 (2002)**

K#: **7971**

Employer Name: **Finger Lakes New York Chapter, National Electrical Contractors Association (NECA)**

Location: **Rochester NY**

Union: **International Brotherhood of Electrical Workers (IBEW)**

Local: **86**

SIC: **1731**

NAICS: **23821**

Sector: **P**

Number of Workers: **1000**

Effective Date: **05/27/02**

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K 7971
1,000 workers
23 pgs.

RESIDENTIAL AGREEMENT

between

LOCAL UNION #86, I.B.E.W.

and

FINGER LAKES NEW YORK CHAPTER, N.E.C.A., INC.
ROCHESTER DIVISION

MONDAY, MAY 27, 2002 – SUNDAY, MAY 29, 2005

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BASIC PRINCIPLES

Agreement by and between Finger Lakes New York Chapter, N.E.C.A. and I.B.E.W., Local Union #86 Rochester, New York.

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 "Chapter" shall mean the Residential Section of the Rochester Division, Finger Lakes New York Chapter, National Electrical Contractors Association, Incorporated, and the term "Union" shall mean Local Union #86 of the International Brotherhood of Electrical Workers.

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

SCOPE

It is mutually agreed that the provisions of this Agreement shall apply to all units built primarily for family residence (excluding high-rise apartments, hotels, motels, nursing homes and dormitories). This will include all residential electrical wiring for construction, repairs or maintenance of new or old single family residences, also apartment complexes and townhouse rental units and condominiums up to and including four (4) floors. In addition, electrical work shall be covered by this Agreement for work on swimming pools, Laundromats and/or community centers built in conjunction with a project covered by the Scope of this Agreement.

ARTICLE I

Effective Date - Changes - Grievances - Disputes

Section 1.01 This Agreement shall take effect Monday, May 27, 2002 and shall remain in effect until Sunday, May 29, 2005, unless otherwise specifically provided herein. It shall continue in effect from year to year thereafter, from the last Monday of May until the last Sunday in May of the following year, unless changed or terminated in the way later provided for 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 this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Wherever 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 this Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed change.

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the twentieth (20th) day of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) 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 amendment at any time by mutual written consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing, signed by the parties hereto and submitted to the International Office of the Union, the same as this Agreement.

Section 1.04 There shall be no stoppage of work either by strike or lockout because of any proposed change in this Agreement or disputes 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 forty eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

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

Section 1.07 All matter 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. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

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

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

Section 2.02 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 and in transferring employees from job to job within the local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all Employees to observe the Employer's and/or Owner's rules and regulations not inconsistent with this

Agreement, in requiring all Employees to observe all safety regulations and in discharging employees for proper cause.

Section 2.03 No member while he remains a member of I.B.E.W. and subject to employment by Employers operating under this Agreement shall himself become a contractor for the performance of any electrical work.

Section 2.04 All employees shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.05 For all Employees covered by this Agreement, the Employer shall carry Worker's Compensation Insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation, regardless of the number of Employees. All claims on Disability and Compensation should be processed immediately. The Employer agrees to send copies of any claim forms that come through his office to the Union.

Section 2.06 The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2.07 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 I.B.E.W., other than violations of Section 2.08 of this Article, will be sufficient cause for cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

Section 2.08 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 I.B.E.W., other than violations of Paragraph 2 of the Section, will be sufficient cause for the cancellation of this Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

Section 2.09 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 stockholder, exercises directly or indirectly, management, control or majority ownership, the terms and conditions of this current Agreement shall be applicable to all such work.

Section 2.10 All charges of violations of Section 2.09 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.11 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 its Local Unions as the Collective Bargaining Representative of his Employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

Section 2.12 There shall be no limitation on production and no restriction on the full use of any machinery, tools and equipment by workmen employed under the terms of this Agreement. Workman shall be properly trained and/or certified if requested by the Employer. Cost of training shall be borne by the Joint Apprenticeship and Training Fund. Such certifications must be carried by the Employee at all times.

Section 2.13 The Union Agrees that if, during the life of this Agreement, it grants to any other Employer in the electrical contracting industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

Section 2.14 An employer signatory to a collective bargaining Agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice

President or NECA Regional Executive Director, is subject to review, modification or rescission by the Council on Industrial Relations.

Section 2.15 It shall be the individual Employer's responsibility to refer an employee whom he finds to lack the necessary skills as a Residential Wireman to the Residential Training Sub-Committee for their consideration as a Trainee before removing such employee from the payroll.

ARTICLE III

Hours - Wage Payment - Working Conditions

Section 3.01 Eight (8) consecutive hours work between the hours of 7:00 a.m. and 5:30 p.m. *except for a thirty (30) minute lunch period, shall constitute a work day with the* provision that all workmen covered by the Agreement on each project will work the same hours. Five (5) such days, Monday through Friday inclusive, shall constitute a work week. If a normal day is lost due to inclement weather, the employer may schedule work on Saturday as a make-up day, however, no employees shall be required to work on Saturday if the employee chooses not to.

All work performed in excess of eight (8) hours in one day and in excess of forty (40) hours per week, shall be paid for at one and one-half (1 1/2) times the regular straight time rate of pay. No work shall be performed on Labor Day except in case of emergency. All work performed on Sundays and designated holidays will be paid at double the straight time rate. If a holiday falls on Saturday, it will be celebrated on the Friday preceding and if it falls on a Sunday, it will be celebrated on the Monday following the holiday.

For reporting purposes, the workweek shall start Monday and end Sunday at midnight. The work month shall end the last Sunday of each month.

Section 3.02 When workmen are directed to report to the job, such workmen 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.

Section 3.03 Wages shall be paid weekly in US currency no later than quitting time on Thursday and not more than four (4) days wages may be withheld at any time. The Employer has the option of paying by payroll check drawn on a separate payroll account, provided that this method of payment has been approved by the Department of Labor of the State of New York, and he has a State Certificate pursuant to Section 192 of the Labor Law and further provided that he gives satisfactory evidence of his financial responsibility. In the event an Employer defaults in Wage or Fringe Benefit payments by check, he shall then be required to make Wage and Fringe Benefit payments by cash or certified check.

The Business Office of the Local Union shall be notified twenty-four (24) hours in advance of any lay-off, Saturdays, Sundays, and holidays not included.

Any workman laid-off or discharged shall be paid wages in full immediately. In the event he is not paid off, waiting time shall be charged at the regular straight time rate until payment is made, not to exceed eight (8) hours in any twenty-four (24) hour period (he shall be allowed thirty (30) minutes to gather his tools and belongings). However, if the employee involved is not present on the job site or project to receive his wages, the Employer shall notify the Union Office and forward the employee's pay (including thirty (30) minutes pay for tool pickup) to the Union Office.

Weekly payroll checks will show the amount of moneys paid per employee for Health & Welfare and Pension, or this can be done on the pay stubs, or on a separate sheet. Maximum is monthly.

Lay-off slips will be provided with the pay upon lay-off. Unemployment claims must be processed in a timely manner to the Unemployment Office.

Section 3.04

"A" Shift Rates	**05/27/02**
Residential Wireman	$15.80
Foreman	$17.40
General Foreman	$18.95
"B" Shift Rates	
Residential Wireman	$18.55
Foreman	$20.40
General Foreman	$22.25
"C" Shift Rates	
Residential Wireman	$20.75
Foreman	$22.85
General Foreman	$24.90

Shift rates for the Residential Installer will be the appropriate percentage of the above Residential Wireman's shift rates.

"A" Shift Rates		
Residential Installers		
1st 6 months/1000 hrs	50%	$ 7.90*
2nd 6 months/1000 hrs	55%	$ 8.70*
3rd 6 months/1000 hrs	60%	$ 9.50
4th 6 months/1000 hrs	65%	$10.25

Summary of Fringe Benefits

Health and Welfare	$4.25	per hour worked
*Pension	$2.82	per hour worked

Apprenticeship	1.5%	payroll
NEBF	3%	payroll
NEIF	1%	payroll
NLMCC	$0.01	per hour worked, up to a maximum of 150,000 hours per year.
AMF		½ of 1% payroll

May 26, 2003 Residential Wage to be 60% of Inside Construction Wage Rate
May 31, 2004 Residential Wage to be 60% of Inside Construction Wage Rate

*1st & 2nd Period Installers hired after 6-1-89 shall receive Health & Welfare, NEBF and NEIF only. After 2000 hours Pension will start.

Section 3.05 *Residential Wireman, Foreman and Installers shall provide themselves with the following tools in proper condition:*

Residential Wireman and Foreman Tool List

One 8" or 9" cutting pliers	One diagonal cutting pliers
One long nose pliers	Two channel lock pliers
One large screw driver	One small screw driver
One stubby screw driver	One phillips head screw driver
One 6' folding rule or tape	One 1/4" tap wrench
One center punch	One electricians hammer
One pocket level	One hack saw frame
One pocket knife	One key hole saw
One current code book (supplied by the J.A.T.C.)	

Residential Wireman and Foreman (optional)

One voltage tester	One flash light & continuity tester
One 10" adjustable wrench	One ratchet brace
One wood bit extension	One fuse puller
One set spin type wrenches	One hold-eze screw driver

Residential Installers Tool List

One 8" or 9" cutting pliers	One diagonal cutting pliers
One pair channel locks	One 6" rule
One pocket level	One pocket knife
One large screw driver	One small screw driver
One phillips screw driver	One electricians hammer
One center punch	

The Employer shall furnish all power tools and equipment and shall transport all Employer owned tools, equipment and materials to and from the job. Workmen shall be held responsible for the Employer's tools and equipment, provided the

Employer provides the necessary storage facilities. All tools and equipment shall be stored or put away before quitting time.

Section 3.06 Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with the Employer's directions.

Section 3.07 No traveling time shall be paid before or after working hours to workmen for traveling to and from any job in the jurisdiction of the Union when workmen are ordered to report on the job. When shifting from one job to another during regular work hours, workmen shall be furnished transportation or be paid mileage at a rate of thirty-six and one-half cents (36.5¢) per mile. Cents per mile shall be the I. R. S. established rate. Change in I. R. S. established rates will occur at contract year.

Section 3.08 On any project where four (4) or more residential employees are employed, one (1) shall be designated a Foreman, he being inclusive in establishing the number. A Foreman shall also be appointed regardless of the number of men on any project consisting of five (5) units, or a total project value in excess of $40,000.00. A second Foreman shall be designated when the eleventh (11) man is employed on the project and one (1) of these two (2) Foreman shall be designated General Foreman.

Section 3.09 When the men are ordered to report at a shop or a job and are not put to work, they shall be paid for all the time for which they are directed to remain available, but they shall receive no less than two (2) hours pay.

Section 3.10 Shift Work: When so elected by the contractor, or mandated by a customer multiple shifts of eight (8) hours at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 p.m. and 1:00 a.m. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 a.m. and 9:00 a.m. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 a.m. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at

least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one half (1 1/2) times the "shift" hourly rate.

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

Section 3.10 (A) Day shift employees required to work on a second or third shift and cannot for any legitimate reason, will be laid off, not fired or terminated.

ARTICLE IV

Residential 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 affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. All such selections and referrals shall be in accordance with the following procedures.

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

GROUP I All applicants for employment who have two (2) or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Residential 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 two years in the geographical area covered by the Collective Bargaining Agreement.

GROUP II All applicants for employment who have two (2) or more years' experience in the trade and who have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Residential Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two (2) or more years experience in the trade.

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

Section 4.07 "*Normal construction labor 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:

County	**Township**	
Genesee	Batavia*	Elba*
	Bergen	Le Roy
	Bethany	Pavilion
	Byron	Stafford
Livingston	Entire County	
Monroe	Entire County	
Ontario	Entire County	
Orleans	Clarendon	Murray
	Kendall	
Seneca	Fayette	Seneca Falls
	Junius	Tyre
	Ovid	Varick
	Romulus	Waterloo
Yates	Entire County	
Wayne	Arcadia	Palmyra
	Galen	Savannah

	Lyons	Sodus
	Macedon	Walworth
	Marion	Williamson
	Ontario	
Wyoming	Castile	Middlebury
	Covington	Perry
	Gainsville	Pike
	Genesee Falls	Warsaw

* That portion east of the line following the Little Tonawanda Creek north to the Tonawanda Creek, north on Tonawanda Creek to the City limits of Batavia, northwest and northeast around the City limits, but including the City of Batavia, (in effect prior to February 1, 1970) to state Highway 98, north on 98 to Orleans County.

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

Section 4.08 RESIDENT means a person who has maintained his permanent home in the above geographical area for a period of not less than one (1) 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 4.09 EXAMINATIONS - An "examination" shall include experience rating tests, if such examination shall have been given prior to the date of this Agreement, but from and after the date of this Agreement, shall exclude only written and/or practical examinations given by this Local Union, or any other duly constituted Inside Construction Local Union of the I.B.E.W. Scheduled intervals of time for examinations shall not exceed ninety (90) days. An applicant shall be eligible for examination if he has two (2) years experience at the trade.

Section 4.10 Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section 4.05 above, shall be referred to the Residential Training Sub-Committee for their consideration as a Trainee.

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 is hired and who receives, through no fault of his own, less than forty (40) hours work, shall upon re-registration, be restored to his appropriate place within his Group.

Section 4.13 (a) 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 order of their places 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. 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 the Group.

(b) The only exception which shall be allowed in this order of referral is when the Employer states bonafide requirements for special skills and abilities in his request for applicants. The Business Manager shall refer the first applicant on the register possessing such skills and abilities.

Section 4.14 An Appeals Committee is hereby established, composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.15 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 4.04 through 4.13 of this Article. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with 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 Article and its decisions shall be in accord with this Agreement.

Section 4.16 A copy of the Referral Procedure set forth in this Article 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 4.17 A representative of the Employer or the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.18 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties. (This section is to be omitted if a Residential Trainee Program is used.)

Section 4.19 An applicant who is hired and who has registered on the "Out of Work List" must renew his application every thirty (30) days or his name will be removed from the "List".

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

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

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

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

ARTICLE V

Standard Residential Apprenticeship & Training Language

Section 5.01 The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Residential Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of two to four members appointed by the IBEW Local Union and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Residential Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee, where one exists, shall include: interviewing, ranking and selecting applicants and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

Section 5.02 Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

JATC and subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill un-expired terms shall likewise be in writing.

The subcommittee, where one is established by 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, or its subcommittee, shall maintain a set

of minutes for each and every meeting. Such minutes shall be maintained by the JATC and its subcommittees, where a subcommittee is properly established.

Section 5.03 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve. The JATC or its subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling or the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Residential Labor Management Committee for resolution.

Section 5.04 Though the JATC may elect to established subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

Section 5.05 All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

Section 5.06 The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment of all Residential apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, or all job-training assignments.

Section 5.07 The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminate, the former apprentice shall not be eligible for employment under this agreement, in any classification, until two years after they should have completed the apprenticeship program and they must demonstrate they have acquired the necessary skills and knowledge to warrant the classification of Residential Wireman. Such individual may, however, reapply for Apprenticeship through the normal application and selection process after their indenture has been terminated.

Section 5.08 Through the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio to two apprentices to one Residential Wireman on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the job site ratio. Applicants shall not be selected and indentured when indentured apprentices are available of on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, the JATC shall select an indenture the next available applicant from the active list of ranked applicants.

Section 5.09 Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement of completion of their related classroom training. The JATC may also elect to require additional

training options that are provided for the National Guideline Standards. The total term of apprenticeship shall not require more than three years of related training.

Section 5.10 The apprentice required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Residential Apprenticeship and Training Standards. As a condition for completion of apprenticeship, the apprentice may also be required to obtain a license and/or other certification(s) required to work as a Residential Wireman.

Section 5.11 The apprentice is to be under the supervision of a Residential Wireman, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. A Residential Wireman is not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Residential Wireman or Supervisor is required to leave or is absent from the job, respecting any wage and hour regulations that may exist.

Section 5.12 The employer shall contribute to the local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.13 Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NAJATC. The JATC may also require the apprentice to acquire any appropriate license required for Residential Wiremen to work in the jurisdiction covered by this agreement.

Section 5.14 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 one and one-half percent (1½ %). This sum shall be due the Trust Fund by the same date as is their payment of the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI

Fringe Benefits

Section 6.01 **NEBF** - It is agreed that in accordance with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the

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

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

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

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

Section 6.02 **Insurance Fund** The Employer shall comply with all the applicable provisions of the Trust Agreement establishing the "Electrical Workers Insurance Fund", entered into May 1, 1953 as amended. The Employer hereby agrees to pay into the Insurance Fund at the current fixed hourly rate provided in the Collective Bargaining Construction Agreement on hours worked.

If at any time the Insurance Fund should terminate and the obligation of the Employer to pay into the Fund should cease, it is agreed the Employer at such time shall immediately increase the rate of hourly pay of the employee by the amount he would normally pay into the Fund. The Trust Agreement is available for inspection at the Fund Office.

Section 6.02 (a) **Supplemental Medical Plan and Trust** The employer here by agrees to pay into the Supplemental Medical Plan and Trust (**********) per hour at a fixed hourly rate provided in the Collective Bargaining Construction Agreement, on hours worked without regard to regular rate of pay. If at anytime the Supplemental Medical Plan and Trust should terminate, the obligation of the employer to pay into the fund should cease, it is agreed that the employer at such time shall immediately increase the hourly pay of the employee by the amount he would normally pay into the fund.

Section 6.03 **Pension Fund** The Employer hereby agrees to pay into a Pension Fund, at the current fixed hourly rate provided for in the Collective Bargaining Construction Agreement on hours worked, without regard to regular rate of pay. If at any time the Pension Fund should terminate and the obligation of the Employer to pay into the Fund should cease, it is agreed that the Employer at such time shall

immediately increase the rate of hourly pay of the employee by the amount he would normally pay into the Fund.

The Employer and all employers operating under this Agreement shall comply with and be bound by the terms of the instrument or instruments setting forth the Pension Plan of Local Union #86, International Brotherhood of Electrical Workers. These documents are available for inspection at the Fund Office. This Pension Fund shall be administered by a Board of Trustees with equal representation on the Board by the Employers and the employee groups in accordance with all existing applicable Federal and State Laws and regulations and any subsequently enacted legislation applicable thereto.

The entire expense for the setting up of this Fund and for its continued operation and maintenance shall be borne by the Fund.

Section 6.04 In the event contributions to the Local Union #86 Insurance Fund or the Local Union #86 Pension Fund are amended or deleted at any time, this Agreement shall immediately be amended and the wage schedule hall be adjusted to compensate for the change.

Section 6.05 The Employer agrees to comply with all provisions of Article V, Section 4 of the Agreement between the Finger Lakes New York Chapter, N.E.C.A., Inc., Rochester Division and I.B.E.W., Local Union #86, establishing a Vacation and Holiday Fund. The deduction, however, shall be thirty-five ($0.35) cents per hour for both Residential Wireman and Installers, instead of seventy ($0.70) cents and forty ($0.40) cents as stated in that Agreement.

Section 6.06 Report forms in conjunction with the NEBF forms shall be furnished by the Union for the reporting and payment of all Fringe Benefits required under the terms of this Agreement and the monthly payroll summary necessary to the Local Union Office for its records. Payment shall be made by check or draft and shall be mailed to reach the designated office, bank or Board not later than fifteen (15) calendar days following the end of the calendar month.

Effective December 29, 2002 contractors submitting fringe benefits and employee deduction required under the terms of this Agreement shall issue three (3) checks to be broken down as follows: one to the Funds Office, one to the Local #86 Union Office, and one to Finger Lakes Chapter N.E.C.A.

The monies to be reported and submitted shall be as follows:
Funds Office – Pension, Health and Welfare, RLMCT, Supplemental Medical Plan and Trust and JATC monies.
Union Office – Work assessment, vacation and COPE.
N.E.C.A. – NEBF, NEIF, AMF and NLMCC monies.

Individual Employers who fail to remit as provided in Section 6.02 or 6.03 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 made.

Section 6.07 **Bonding** An Employer who has not had two (2) years of covered employment requiring payment of contributions to the Funds herein shall be required to pose a single bond in the amount of twenty-five thousand ($25,000.00) dollars securing the payment of these Funds against any default. A copy of said bond shall be furnished to I.B.E.W., Local Union #86 and the N.E.C.A. Office for their files. Upon proof of no default for two (2) years, the requirement for furnishing the bond shall be waived. However, in the event of any default the parties to the Agreement jointly, through the Fund Trustees, may require such bond from an Employer. An Employer from another I.B.E.W. jurisdiction, upon proof of no default for two (2) years for Funds in that jurisdiction, shall not be required to post a bond. But upon default, this Employer is subject to the same conditions as set above while working in this jurisdiction. The parties to this Agreement may waive this requirement upon mutual consent, whenever deemed necessary.

Section 6.08 I hereby authorize the Company to deduct from my pay the sum of two ($0.02) cents per hour actually worked and to forward that amount to the International Brotherhood of Electrical Workers, AFL-CIO Committee on Political Education, 1125 Fifteenth Street NW, Washington, DC 20005.

This authorization is signed voluntarily and on the understanding that the I.B.E.W.-C.O.P.E. will use that money to make political contributions and expenditures in connection with federal, state and local elections and that this voluntary authorization is in response to a joint fund effort by the I.B.E.W. and the AFL-CIO.

ARTICLE VII

Industry Fund

Section 7.01 **Industry Fund** Each individual Employer shall contribute an amount not to exceed one (1%) percent 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 (25%) percent of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man hours.

2) One hundred (100%) percent of all productive electrical 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.

Section 7.02 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. members. 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 7.03 **NLMCC Fund** The parties agree to participate in the N.E.C.A.-I.B.E.W. National Labor-Management Cooperation Fund, under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. ss175(a) and Section 302(c) (9) of the Labor-Management Relations Act, 29 U.S.C. ss 186(c) (9). The purpose of this fund includes the following:

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

(2) To provide workers and employees with opportunities of study and explore new and innovative joint approaches to achieving organizational effectiveness;

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

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

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

(6) To encourage and support the initiation and operation of similarly constituted Local Labor-Management Cooperation Committees;

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

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

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

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

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.

Each employer shall contribute one ($0.01) cent 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 Finger Lakes New York Chapter, N.E.C.A., or its designed, shall be the collection agent for this Fund.

If an Employer fails to make the required contribution 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 (15%) percent of the delinquent payment, but not less than the sum of twenty ($20.00) dollars, for each month payment of contributions is delinquent to the Fund, such amount being liquidated dames, and not a penalty, reflection the reasonable damages incurred by the fund due to the delinquency of the payments. Such amounts shall be added to and become a part of the contributions at the rate of ten (10%) percent per annum untied paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

Section 7.04 **Administrative Maintenance Fund** Each Employer signatory to this agreement shall contribute one half of one percent (1/2 of 1%) of gross labor payroll for all work covered by this agreement to the AMF.

The fund shall be administered solely by the Finger Lakes New York Chapter, National Electrical Contractors Association, Inc., 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 contribution shall be submitted with all other benefits as delineated in the labor agreement by the fifteenth (15th) of the following month in which they are due to the administrator receiving funds. In the event any Employer is delinquent in submitting the required Administrative Maintenance Fund to the designated administrator, the administrator shall have the authority to recover any funds, along with any attorney fees, court cost, interest at one (1%) percent per month and liquidated damages receiving such funds. The enforcement for the