

Council on Industrial Relations
for the
Electrical Contracting Industry



DECISION NO. 8576

Albany, New York

August 15, 2017

Inside

PARTIES IN DISPUTE:

Albany Chapter, NECA

Local Union No. 236, IBEW

PRESENTATION:

By brief and oral argument for Both

APPEARANCES:

Albany Chapter, NECA: S. Chamberlain, J. Gross

For Local Union No. 236, IBEW: M. LaJeunesse

MATTERS IN DISPUTE:

1. Alleged violations by Gross Electric regarding the following articles and sections for improper payment for an overtime day:
Article III, Section 3.14 Application to overtime
Article III, Section 3.01 Definition of overtime and context
Article III, Section 3.08 Definition of pay scale and context
Article III, Section 3.02 Definition of overtime as voluntary, context
Article III, Section 3.06 Emergency work minimum hours, context

MEMBERS OF COUNCIL SITTING:

FOR THE EMPLOYER

D. Walsh

R. Berumen

D. Gossett

G. Higgins

T. Peterson

B. D. Roberts

FOR THE UNION

C. Henke

D. Fenton

F. Furco

R. O'Leary

S. Phares

T. Reynolds

DECISION:

After careful consideration of the evidence submitted, the Council rules as follows:

1. In the instant case, the parties did not provide the Council with ample evidence that a violation of the Agreement occurred. As such, the parties should attempt to clarify the language at their next negotiations.

UNANIMOUSLY ADOPTED:

Washington, D.C.

August 15, 2017

Acting Co-Chairman

Secretary

Acting Co-Chairman

Sponsored by the National Electrical Contractors Association • International Brotherhood of Electrical Workers®

Office of the Secretary • 900 7th Street, NW • Washington, DC 20001
Phone (202) 728-6165 • Fax (202) 728-6168 • Website: www.thecir.org

July 25, 2017

To: Council of Industrial Relations
From: Mark Lajeunesse, Business Manager L. U. #236
Subject: Grievance hearing

Background

On Sunday February 26, 2017, Gross Electric had two (2) Journeyman wireman working at Irving Tissue, after seven (7) hours worked, the workers were sent home by their foreman.

After receiving their paycheck, the members noticed that they did not receive a full eight (8) hours pay for their Sunday work performed.

Issue

Article III Section 3.14 of IBEW 236 CBA says: If workmen are not sent home before 12:00 noon, they will receive eight (8) hours whether they start to work after lunch or not.

Union's Requested Settlement

IBEW, Local Union No. 236 is asking Council to rule on whether there was a violation of Article III Section 3.14 of the CBA.

The Union feels that the CBA is clear about hours worked and how they are paid.

We are asking that if Gross Electric is found in violation of Article III Section 3.14 that effected workers receive corrected pay and benefits of one (1) hour for work performed on Sunday February 26, 2017.

Appendix 1

Notice of Grievance Hearing

I.B.E.W. LOCAL UNION # 236
3000 TROY SCHENECTADY ROAD
SCHENECTADY, NEW YORK 12309
TELEPHONE: (518) 783-9957
FAX: (518) 783-5338

**I.B.E.W. LOCAL
UNION # 236**

Fax

To: NECA

From: Paul Fitzmaurice

Fax: 518-220-9303

Pages: 2

Phone: 518-785-5876

Date: 3/10/17

Re: Grievance

CC:

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

This grievance is being filed against Gross Elec. For violation of the CBA Sec. 3.14. Members were sent home after 7 hours of work on Sunday 2-26-17.

Thanks, Paul.

Paul Fitzmaurice
Assistant Business Manager
IBEW Local 236
518-783-9957 Ext. 3016
518-783-5336 Fax
518-878-1196 cell
pfitzmaurice@ibew236.org

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Grievance Form and Record of Proceedings

L. U. 236

Co. _____

Grievance No. _____

NAME Paul Fitzmaurice DATE 3-10-17 TIME _____ A.M./P.M.
 EMPLOYEE I.D. No. _____ DEPT. _____
 STATE GRIEVANCE: Filing grievance against Gross Elys. for violation of CBH
Sec. 3.14. Members were not sent home before noon but were
sent home after 7 hr. on 2-26-17.
 SETTLEMENT REQUESTED: Reimbursement of one hour at double time and
one hour of benefits

SIGNED Local 236
ADRIEVED EMPLOYEESIGNED Paul Fitzmaurice
UNION REPRESENTATIVE

COMPANY'S REPLY TO GRIEVANCE: _____

SIGNED _____
COMPANY REPRESENTATIVE DATE

IS DECISION SATISFACTORY? YES _____ NO _____

HAS CASE BEEN APPEALED? YES _____ NO _____

SIGNED _____
UNION REPRESENTATIVE DATE

UNION'S REPLY: _____

SIGNED _____
UNION REPRESENTATIVE DATE

COMPANY'S REPLY: _____

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SIGNED _____

UNION REPRESENTATIVE DATE

CASE APPEALED BY: UNION _____

DATE _____

COMPANY _____

(IF SPACE IN ANY STEP IS INADEQUATE, ATTACH SEPARATE SHEETS)

**ALBANY NECA CHAPTER
LABOR MANAGEMENT COMMITTEE
NOTICE OF GRIEVANCE HEARING**

May 23, 2017

Please be advised that notice of a Petition for Grievance has been filed by IBEW Local 236 (Local) on behalf of Peter McGrath against Gross Electric, Inc. (Gross Electric) with a request that this matter be heard before the Labor Management Committee. The hearing has been rescheduled for Thursday June 1st at 10:00 A.M. at the Albany NECA Chapter, 16 Wade Road, Latham, NY.

The grievance to be heard stems from charges filed by the Local against Gross Electric as follows:

Charge:

The Local alleges a violation of Article III Section 3.14 of the Inside Agreement.

Background:

Members working for Gross Electric on Sunday February 26, 2017 worked for only 7 hours but allege under Section 3.14 they are entitled to 8 hours double time pay.

Remedy Sought By Grievant:

"Reimbursement of one hour at double time and one hour of benefits"

Respondent's Contention:

- To be presented at the hearing -

Attendees: Local 236 Committee Members:

Contractor Committee Members:

To represent Local 236:

To represent Gross Electric, Inc.:

To be determined by Local.

Jerald Cherrier - Chairman

Eileen LaCorte

Joseph Miner

To be determined

To be determined

Respectfully,



Stephen Chamberlain

Executive Director /LMC Secretary

Attachments

cc: Joseph P. Gross, Gross Electric, Inc.
Mark Lajeunesse, Business Manager IBEW Local 236
John Mosher, President IBEW Local 236
Contractor LMC members

Appendix 2

Grievance Hearing Results

100027002

**ALBANY NECA CHAPTER
LABOR MANAGEMENT COMMITTEE**

GRIEVANCE DECISION

June 1, 2017

A meeting of the Labor Management Committee was held on Thursday June 1, 2017 at the Albany NECA Chapter Office, 16 Wade Road, Latham, New York, for the purpose of addressing a grievance filed by IBEW Local 236 against Gross Electric, Inc. (Gross Electric) (See attached Notice of Grievance Hearing).

Present at the Hearing:

Committee Members

IBEW Local 236

Mark Lajeunesse, Chair
Mike Torres
John Mosher

Albany NECA Chapter

Jerrald Cherrier, Chair
Eileen LaCorte
Joseph Miner

Albany NECA Chapter Manager/Secretary
IBEW Local 236 Assistant Business Manager

Stephen Chamberlain
Paul Fitzmaurice

For Grievant

Paul Fitzmaurice on behalf of IBEW Local 236
Peter McGrath – For IBEW Local 236

For Respondent

Stephen Chamberlain - Albany NECA Chapter, Providing Respondent's Contention

After significant discussion related to the application of Article III, Section 3.14 of the Inside Agreement and whether it applies to overtime hours, the committee **deadlocked** on the alleged violation.

Respectfully Submitted,



Mark Lajeunesse
LMC Chairman
IBEW Local 236



Stephen Chamberlain
Chapter Manager/Secretary
Albany NECA Chapter

Attachments

cc: LMC Committee Members
Paul Fitzmaurice, IBEW Local 236
Joseph Gross, Gross Electric

Appendix 3

GROSS ELECTRIC, INC.
27 SILVER CIRCLE
QUEENSBURY, NY 12804

Peter T. McGrath
134 Altamont Rd.
Apt #1
Voorheesville

NY 12186

03/01/17

00-0001350

PERIOD END STUB NO.
HW 02/24/17 D29182

** EARNINGS

HOURS

AMOUNT

YTD

236# Regular
#236 Overtime
#236 DOUBLE T

40.00
11.00
7.00

1,480.00
610.50
518.00

12,247.00
610.50
518.00

** TAX DEDUCT

Federal W/H
FICA
MEDICARE
NY State W/H
NY State DI

495.80
161.73
37.82
155.78
.60

1,825.65
829.29
193.95
685.25
5.40

** DEDUCTIONS

Support
UNION DUES 4%

312.22
104.34

2,809.98
535.02

** DIR DEPOSITS

Bank of Ameri

Peter McGrath
253 8699
Max Clancy 364-1210
Date of work and
hours started 2-26-17
1 hr.

1,340.21

6,490.96

CHECK AMOUNT: .00
GROSS EARNINGS: 2,608.50
NET EARNINGS: 1,340.21

TOTAL DIR DEP: 1,340.21
TOTAL DEDUCT: 1,268.29
6,884.54

IBEW LU 236 (McGrath) v Gross
Respondent's Brief
For
The Council on Industrial Relations
August 15, 2017

IBEW Local 236 (McGrath) v Gross Electric

Background

Following a fire at a paper plant (Irving Tissue), Gross Electric offered overtime work on Sunday February 26, 2017. Peter McGrath and a second journeyman volunteered for the work. The time taken to complete the task was seven hours.

When McGrath received his paycheck, he noted that his pay for Sunday February 26 was only for double pay for the seven hours work performed, not the eight hours of pay he believed he was due under Article III Section 3.14 of the Inside Agreement.

On March 10, 2017 Local 236 filed a grievance against Gross Electric alleging a violation of Article III Section 3.14 of the agreement, seeking as a remedy one hour of pay at double the standard pay rate for Sunday overtime work plus benefits. ([Appendix 1](#))

After more than two hours of discussion surrounding the issue at the initial grievance hearing and the interim meeting prior to arbitration in front of the Council, the Labor Management Committee (LMC) remains deadlocked. ([Appendix 2](#))

Issue to be resolved

Within the context of the current agreement, and based on the historical interpretation of the contract language, does Article III Section 3.14 apply to hours worked on a Saturday or Sunday which fall under the contractual definition of overtime?

The contract Language at issue, Article III Section 3.14 reads as follows:

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

Facts

- This is the first grievance related to the application of Section 3.14 to overtime in the 18 years since the amalgamation of IBEW Locals 166, 438 and 734 into the current IBEW Local 236 in February of 1999.
- The language in Article III Section 3.14 has been unchanged since the amalgamation.
- The language in Section 3.14 is identical to language in the component Local 166’s final agreement ([Appendix 3](#) pages [8](#), [9](#) and [10](#)) prior to the amalgamation. Additionally, the language in component Local 438’s and Local 734’s final agreements prior to the amalgamation ([Appendices 4](#) pages [7](#), [8](#) and [9](#), and [5](#) pages [8](#) and [11](#)) established the workday, as well as the pay rate for work outside of the “established” work day Monday through Friday and on Saturday at time and a half, and the pay rate Sunday and holidays at double time, similar to the current agreement. However, the only minimum hour threshold established in those two agreements was for four hours, when workers are ordered to work and are not put to work.
- A survey of NECA member contractors was conducted regarding how work on Saturdays and Sundays was paid, of the 19 members, not one indicated they paid more than the hours worked for work performed on Saturdays and Sundays; although one contractor volunteered that he sometimes rewarded his workers by paying additional money.

Respondent's Position

The Albany New York Chapter of NECA and the respondent Gross Electric believe the grievance should be dismissed, as the interpretation of Article III Section 3.14 by Local 236, which is the basis for the grievance, is outside of the context of other applicable sections of the Inside Agreement and would reverse a multi-decade interpretation of the language and its application to work on Saturdays and Sundays which under the agreement is considered overtime.

Article III, Section 3.01 establishes the workweek and work day.

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

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

Any work performed outside of these days or hours shall be considered as overtime. [Emphasis added]

Article III, Section 3.14 is written to apply to a normal workday not overtime.

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

1. The specific inclusion of work days performed outside of these days (Monday-Friday) and normal hours, reasonably leads to interpretation that work on Saturdays and Sundays are overtime and treated differently from a normal workday (essentially a continuation of the normal workday) and therefore not subject to Section 3.14 of the agreement.
2. Overtime work does not have a designated start or end time. If the grievance is upheld and the new interpretation that Section 3.14 applies to overtime work on Saturday and Sunday, if work starts at noon, under the new interpretation a worker would be entitled to 8 hours pay regardless of whether he or she worked 1 minute or eight hours.

Article III, Section 3.02 establishes that performance of overtime work is voluntary.

Section 3.02 The Local's Office will be notified of all overtime work. All men assigned to work on a job **will be the first to be asked to participate in available overtime.** [Emphasis added] Should the workers decline the offer to work overtime, the contractor has the right to bring in a substitute worker for that particular job.

Article III Section 3.14 applies to a normal work day when workmen are ordered to report and is not voluntary.

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

3. When reading Section 3.14 within the context of Section 3.02, it is reasonable to conclude that Section 3.14 applies only to an initial call where a worker is ordered to work, not when he or she volunteers.

The interpretation of excluding the application of Section 3.14 to work performed on Saturdays and Sundays is well established.

4. The Local 236 Business Manager Mark Lajeunesse indicated that in his time in the IBEW there has never, to his knowledge, been a grievance regarding overtime hours like this one.
5. A survey of the chapter's NECA 19 members resulted in not a single contractor indicating that they were required to pay minimum hours for overtime work. All the contractors responding, and who employ nearly half of the Local's membership, indicated they pay for Saturday and Sunday work based on the hours worked, not based on the minimums identified in Section 3.14. One contractor, however, volunteered that he rewarded good work with additional pay but was not obligated to pay.
6. Peter McGrath, who is a party to the grievance, when queried by the LMC whether in his twenty plus years as a journeyman in Local 236 and its predecessor locals, had ever been paid for overtime based on the provisions identified in Section 3.14, could not answer the question.

Emergency call outs have minimum hours identified in contract language, however, there is no minimum specifically applied to overtime.

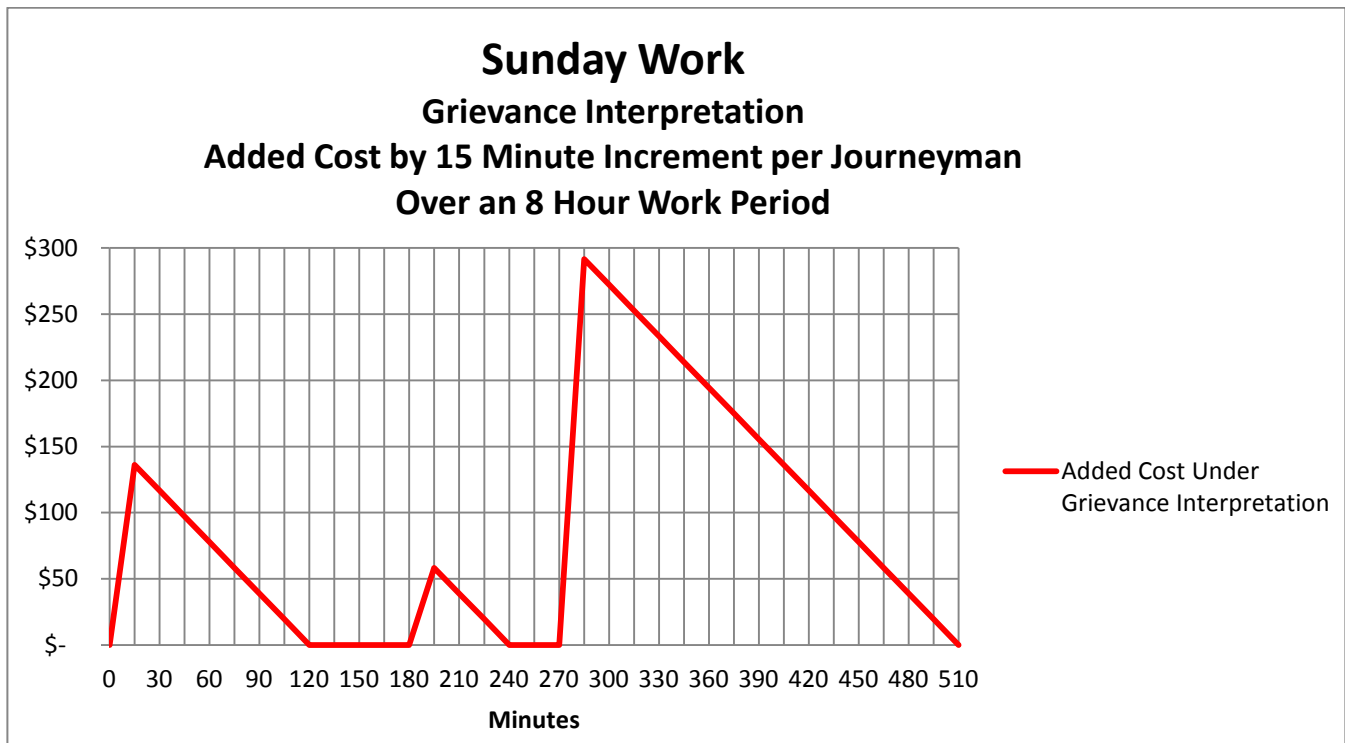
Section 3.06 When electricians are called out in an emergency outside of regular working hours, the time will be computed at 2X the hourly rate **with a minimum of two (2) hours before midnight and four (4) hours after midnight.** [Emphasis added] On emergency work extending six (6) hours beyond lunch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

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

7. Both normal work hours and emergency work hours specifically identify minimum hours for call out. There is no contractual language that directly requires minimum hours for overtime work on Saturdays and Sundays. In the absence of specific language in the current or past agreements, the interpretation that Section 3.14 applies to overtime work Saturday or Sunday is improper.

Impact on Employers if the Grievance is Sustained

The impact of the change in the interpretation of Section 3.14 to apply to work on Saturdays and Sunday would effectively double the wage cost for overtime work beyond noon on weekends. Although as shown in the graph below, the difference in wages paid equalizes at two, four and eight hours, the unpredictability of overtime work, such as the work that is the subject of this grievance (a fire at a tissue plant), makes it difficult to accommodate a requirement that overtime work be treated the same as a regular call. A likely result of a requirement to pay eight hours wages when work extends beyond noon would be a loss of overtime work due to increased cost, or a concentration of overtime work to as few workers as possible.



Conclusion

All of the factors below support the historical interpretation that Section 3.14 does not apply to overtime work including work on Saturdays and Sundays.

1. The decades long interpretation of the contract language as payment of wages for Saturday and Sunday work as hours worked equals hours paid;
2. The language in Section 3.14 that indicates that the language applies to work when workmen are ordered to work, as opposed to overtime work which is voluntary;
3. The specific time of day used in Section 3.14 to determine payment thresholds for wages (10:00 AM, and 12 Noon) as opposed to hours on the job;
4. The specific definition of Saturday and Sunday work as overtime in Section 3.01; and
5. The premium of 1 ½ times the normal rate of pay for work performed on Saturdays and 2 times the normal rate of pay for work performed on Sundays.

The Albany, New York Chapter and Gross Electric respectfully request that this grievance be dismissed.

Appendix 1

Notice of Grievance Hearing

**ALBANY NECA CHAPTER
LABOR MANAGEMENT COMMITTEE
NOTICE OF GRIEVANCE HEARING**

May 23, 2017

Please be advised that notice of a Petition for Grievance has been filed by IBEW Local 236 (Local) on behalf of Peter McGrath against Gross Electric, Inc. (Gross Electric) with a request that this matter be heard before the Labor Management Committee. The hearing has been rescheduled for Thursday June 1st at 10:00 A.M. at the Albany NECA Chapter, 16 Wade Road, Latham, NY.

The grievance to be heard stems from charges filed by the Local against Gross Electric as follows:

Charge:

The Local alleges a violation of Article III Section 3.14 of the Inside Agreement.

Background:

Members working for Gross Electric on Sunday February 26, 2017 worked for only 7 hours but allege under Section 3.14 they are entitled to 8 hours double time pay.

Remedy Sought By Grievant:

“Reimbursement of one hour at double time and one hour of benefits”

Respondent’s Contention:

- To be presented at the hearing -

Attendees: Local 236 Committee Members:

Contractor Committee Members:

To represent Local 236:

To represent Gross Electric, Inc.:

To be determined by Local.

Jerald Cherrier - Chairman

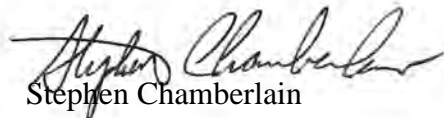
Eileen LaCorte

Joseph Miner

To be determined

To be determined

Respectfully,



Stephen Chamberlain

Executive Director /LMC Secretary

Attachments

cc: Joseph P. Gross, Gross Electric, Inc.
Mark Lajeunesse, Business Manager IBEW Local 236
John Mosher, President IBEW Local 236
Contractor LMC members

I.B.E.W. LOCAL UNION # 236
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SCHENECTADY, NEW YORK 12309
TELEPHONE: (518) 783-9957
FAX: (518) 783-5338

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UNION # 236**

Fax

To: NECA

From: Paul Fitzmaurice

Fax: 518-220-9303

Pages: 2

Phone: 518-785-5876

Date: 3/10/17

Re: Grievance

CC:

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

This grievance is being filed against Gross Elec. For violation of the CBA Sec. 3.14. Members were sent home after 7 hours of work on Sunday 2-26-17.

Thanks, Paul.

Paul Fitzmaurice
Assistant Business Manager
IBEW Local 236
518-783-9957 Ext. 3016
518-783-5336 Fax
518-878-1196 cell
pfitzmaurice@ibew236.org

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Grievance Form and Record of Proceedings

L. U. 236

Co. _____

Grievance No. _____

NAME Paul Fitzmaurice DATE 3-10-17 TIME _____ A.M./P.M.
 STATE GRIEVANCE: Filing grievance against Gross Etc. for violation of CBA
Sec. 3.14. Members were not sent home before noon but were
sent home after 7 hrs. on 2-26-17.
 SETTLEMENT REQUESTED: Reimbursement of one hour of double time and
one hour of benefits
 SIGNED Local 236 SIGNED Paul Fitzmaurice
ADDRESSED EMPLOYEE UNION REPRESENTATIVE

COMPANY'S REPLY TO GRIEVANCE: _____

SIGNED _____ COMPANY REPRESENTATIVE DATE _____
 IS DECISION SATISFACTORY? YES _____ NO _____ HAS CASE BEEN APPEALED? YES _____ NO _____
 SIGNED _____ UNION REPRESENTATIVE DATE _____

UNION'S REPLY: _____

SIGNED _____ UNION REPRESENTATIVE DATE _____

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CASE APPEALED BY: UNION _____ DATE _____
 COMPANY _____

(IF SPACE IN ANY STEP IS INADEQUATE, ATTACH SEPARATE SHEETS)

Appendix 2

Grievance Hearing Results

[Return to Link](#)

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LABOR MANAGEMENT COMMITTEE**

GRIEVANCE DECISION

June 1, 2017

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Present at the Hearing:

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IBEW Local 236

Mark Lajeunesse, Chair
Mike Torres
John Mosher

Albany NECA Chapter

Jerrald Cherrier, Chair
Eileen LaCorte
Joseph Miner

Albany NECA Chapter Manager/Secretary
IBEW Local 236 Assistant Business Manager

Stephen Chamberlain
Paul Fitzmaurice

For Grievant

Paul Fitzmaurice on behalf of IBEW Local 236
Peter McGrath – For IBEW Local 236

For Respondent

Stephen Chamberlain - Albany NECA Chapter, Providing Respondent's Contention

After significant discussion related to the application of Article III, Section 3.14 of the Inside Agreement and whether it applies to overtime hours, the committee **deadlocked** on the alleged violation.

Respectfully Submitted,



Mark Lajeunesse
LMC Chairman
IBEW Local 236



Stephen Chamberlain
Chapter Manager/Secretary
Albany NECA Chapter

Attachments

cc: LMC Committee Members
Paul Fitzmaurice, IBEW Local 236
Joseph Gross, Gross Electric

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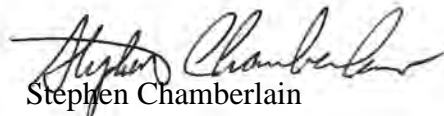
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Joseph Miner

To be determined

To be determined

Respectfully,



Stephen Chamberlain

Executive Director /LMC Secretary

Attachments

cc: Joseph P. Gross, Gross Electric, Inc.
Mark Lajeunesse, Business Manager IBEW Local 236
John Mosher, President IBEW Local 236
Contractor LMC members

I.B.E.W. LOCAL UNION # 236
3000 TROY SCHENECTADY ROAD
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**I.B.E.W. LOCAL
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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Grievance Form and Record of Proceedings

L. U. 236

Co. _____

Grievance No. _____

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COMPANY'S REPLY: _____

SIGNED _____ COMPANY REPRESENTATIVE DATE _____
 IS DECISION SATISFACTORY? YES _____ NO _____ SIGNED _____ UNION REPRESENTATIVE DATE _____

CASE APPEALED BY: UNION _____ DATE _____
 COMPANY _____

(IF SPACE IN ANY STEP IS INADEQUATE, ATTACH SEPARATE SHEETS)

Appendix 3

**LU 166 -Inside Agreement
Prior to Amalgamation into LU 236**

Agreement by and between the Albany Electrical Contractors Association, N.E.C.A. Chapter, Schenectady Division and Local Union 166, I.B.E.W.

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

As used hereinafter in this Agreement, the term "Association" shall mean the Albany Electrical Contractors Association and the term "Union" shall mean Local Union 166, I.B.E.W.

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

BASIC PRINCIPLES

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

ARTICLE I

Effective Date - Changes - Grievances - Disputes

Section 1.01. This Agreement shall take effect June 1, 1997 and shall remain in effect until February 28, 1999 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through February 28 of each year, 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.

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

(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.

(d) Unresolved issues in negotiations that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations, may be submitted jointly or unilaterally by the parties to this Agreement to the Council or adjudication prior to the anniversary date of the Agreement.

(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 by either party of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

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

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

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

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

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

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

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

ARTICLE II

Employer Rights - Union Rights

Section 2.01. No member of Local Union 166, while he remains a member of such local and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

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

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

Section 2.04. (a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including 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.

(b) As a remedy for violations of this Section, the Labor-Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations, and (2) pay into the affected joint trust fund established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section; nor does it make the same or other remedies unavailable to the Union for violations of other sections or other articles of this Agreement.

(c) If, as a result of violations of this Section, it is necessary for the Union and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountant's and attorney fees incurred by the Union and/or fund trustees, plus costs of the litigation, which have resulted from the bringing of such court action.

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

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

Section 2.07. Any outside firm doing electrical work within the jurisdiction of this Local Union shall be allowed to bring in one non-resident journeyman. When any complaint or dispute arises dealing with this question, any ruling made by the International Office of the Union shall be accepted and put into effect.

Section 2.08. Contractors shall not loan electrical workers to other contractors or borrow electrical workers from other contractors without permission of the Business Manager, and then only when applicants possessing the required skills are not available under the Referral Procedure.

Section 2.09. Not more than one member of a firm shall be allowed to work with the tools at any time. Member of a firm shall be any person who is partner, stockholder or member of a Corporation.

Section 2.10. For all employees covered in this Agreement, the Employer shall carry Workmen's Compensation Insurance and N.Y.S. Disability Benefits or equivalent 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 this state, and shall furnish satisfactory proof of such to the Union. He shall also make payments to the New York Unemployment Compensation Commission for all employees covered by the terms of this Agreement.

Section 2.11. The Employer shall inform the Union of his Workmen's Compensation Insurance policy number together with the effective date thereof and the date on which it will terminate, as well as any exceptions to the full and complete coverage of any workman subject thereto. The Employer shall see that the Union is notified by the insurance company in the event such a policy is terminated or cancelled.

Section 2.12. Full and complete coverage under the Workmen's Compensation Law for the State of New York shall be provided by each Employer for all employees under the terms of this Agreement.

Section 2.13. The Employer recognizes the Union as the exclusive representative of all its employees subject to the Agreement 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. Any and all of such employees shall receive at least the minimum wages and work under the conditions of this Agreement. The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed, or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Section 2.14. Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the electrical industry, and employing not less than one (1) journeyman continuously. 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, and agrees to furnish employment for at least one journeyman. The Employer shall have proper signs on his trucks and on his jobs, when possible.

Section 2.15. On all jobs requiring five (5) or more Journeymen, at least every fifth journeyman, if available, shall be fifty (50) years of age or older.

Section 2.16. All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of this Agreement, whichever is later.

Section 2.17. The representative of the Union shall be allowed access to any shop or job at any reasonable time when workmen are employed under the terms of this Agreement.

Section 2.18. Each Employer shall furnish the Union, on or before the fifteenth (15th) of the month, a statement on a form to be supplied by the Union and NECA showing the number of days each workman worked employed by such Employer during the preceding month.

Section 2.19. The Business Office of the Local Union shall be notified 48 hours in advance of any layoff and Saturdays, Sundays and holidays are not included.

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

Section 2.20. The Union shall have the right to appoint a steward at any shop or on any job where workmen are employed under the terms of this Agreement. Such stewards shall see that this Agreement and working rules are observed for the protection of the Union and the contractor and he shall be allowed sufficient time to perform these duties during regular working hours. Under no circumstances shall a steward be discriminated against by an Employer because of his faithful performance of duties as steward. The Business Manager shall be notified before a steward is removed from a job.

Section 2.21. The Union reserves the right to discipline its members for violations of its laws, rules and agreements.

Section 2.22. All journeymen coming on a job must furnish and be equipped with the following personal tools at their own expense:

1 Hammer	Hacksaw Frame
Screwdriver up to 10"	Pipe Reamer (1/2" to 1")
1 - 6' Rule	Small Level
1 Knife	Plumb Bob
Cutting Pliers	50' Tape
Long-nose Pliers	Square
Diagonal Pliers	Flashlight and Batteries
Channel Locks	Voltage Tester
Center Punch	Key Hole Saw
1 - 14" V Pipe Wrench	Adjustable Open-end Wrench -up
Cold Chisel	to 10"
Roto Split (Not Replacement Blades)	

Section 2.23. 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 removal shall not take place until notice is first given to the Employer involved, by the Business Manager or his accredited representative.

Section 2.24. When such removal takes place, the Union or its representative shall direct the workmen on such job to carefully put away all tools, materials, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

Section 2.25. (a) The Local Union is part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the I.B.E.W. other than violation of Section (b) of this section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

(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 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.

(c) All charges of violations of Section (b) 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.

ARTICLE III

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Hours - Wages - Working Conditions

Section 3.01. The normal work day shall consist of the eight (8) hours between 8:00 A.M. and 4:30 P.M. with thirty (30) minutes for lunch. Job starting time may be adjusted up to one (1) hour prior to the regular starting time and must continue for a minimum of ten (10) working days upon forty-eight (48) hours notice to the Business Manager of the Local Union.

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

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

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

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

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

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

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

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Sections 3.06. When electricians are called out in an emergency outside of regular working hours, the time will be computed at 1 1/2 x the hourly rate from the time they leave their residence until the job is completed with a minimum of 4 hours. On emergency work extending six (6) hours beyond lunch period, thirty (30) minutes shall be allowed for dinner without loss of pay.

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

Section 3.08. All work performed outside of regularly scheduled working hours, to and including 10 hours per day including Saturday shall be paid 1 1/2 x the regular hourly rate. All work performed after 10 hours per day, Sundays and holidays, shall be paid at double the regular hourly rate.

Section 3.09. Upon reasonable notice and request by the Union, an individual Employer shall be required to secure a bond which will guarantee the payment of all wages as provided for under the terms of this Agreement.

Section 3.10. When it becomes necessary to perform work of a remodeling nature in an occupied area, when required by the owner, at hours other than the normal work hours, this work shall be performed in a 40 hour week at a straight time rate.

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

Section 3.11. Whenever the Employer requests workmen and the Employer fails to employ such workmen, he shall receive a minimum of four (4) hours wages and any transportation expenses unless the Employer shall cancel such request before the workman is sent to the Employer's shop or job. If the Employer's request is over 48 hours old then the Business Manager shall check with the Employer before referring the men for employment.

Section 3.12. All workmen working under this Agreement shall receive an additional fifty cents (.50) per hour for high work which is defined as work being done more than thirty (30) feet above the floor where electricians are working on tooth picks, structural steel, temporary platforms, swinging scaffolds and boatswain chairs.

On towers and smoke stacks over 100 feet high, the part of wages shall be one dollar (\$1.00) above the scale of this contract.

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

Section 3.13. Any workman laid off or discharged by the Employer shall be paid all his wages immediately. In the event he is not paid off, waiting time at double the regular rate shall be charged until payment is made. Any worker who is not paid on the regular pay day shall be paid double the regular rate for each hour he is compelled to wait for his pay. Any workman laid off shall be allowed one half (1/2) hour for the purpose of gathering his personal tools.

Section 3.14. When journeymen are required to work as lead cable splicers working under the terms of this Agreement, they shall receive fifty cents (.50) per hour above their applicable rate of pay.

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Section 3.15. When workmen are ordered to report for work they shall be paid two (2) hours whether they start to work or not. If the workmen work beyond 10:00 A.M. and are sent home before 12:00 noon, they shall receive four (4) hours pay. If the workmen are not sent home before 12:00 noon, they shall receive eight (8) hours whether they start to work after lunch or not.

Section 3.16. Welders shall be paid \$1.00 per hour above Journeyman Wireman wage if they have to have ASME verification and if they weld more than one hour per day they shall receive the pay for the full day.

Section 3.17. Effective June 1, 1997 the Journeyman Wireman hourly rate shall be \$21.00.

Section 3.18. The apprentice wireman rate schedule shall be as follows:

1st Period	- 35% of the Journeyman rate
2nd Period	- 40% of the Journeyman rate
3rd Period	- 50% of the Journeyman rate
4th Period	- 60% of the Journeyman rate
5th Period	- 70% of the Journeyman rate
6th Period	- 80% of the Journeyman rate

Section 3.19. Effective June 1, 1997 Foreman rates shall be as follows:

Foreman - 1-3 Workers	- 5% per hour above Journeyman rate
- 4-6 Workers	- 10% per hour above Journeyman rate
- 7-10 Workers	- 15% per hour above Journeyman rate
General Foreman	- 20% per hour above Journeyman rate
Lead General Foreman	- 25% per hour above Journeyman rate
Second Foreman	- 15% per hour above Journeyman rate

Second Foreman required to be responsible for work packages effecting nuclear reactor safety shall receive the same rate as 7-10 Foreman.

Section 3.20. Travel. The Employer and the Union have agreed that thirty-two (32) miles from the Schenectady City Hall shall be a "free zone". No transportation or mileage costs will be paid to the employee making one (1) trip daily each way in this zone. However, any job site over thirty-two (32) miles from the City Hall of Schenectady, employees shall be paid at the rate of ten cents (\$.10) per mile each way daily from the Schenectady City Hall to the job site. The Employer shall also pay all parking fees incurred on jobbing work. On all contracts bid prior to July 1, 1980, travel shall be figured as in previous contract.

Section 3.21. Union Dues Deduction. The Employer agrees to deduct and forward to the Financial Secretary of the Local Union, upon receipt of a voluntary written authorization, the additional working dues from the pay of each I.B.E.W. member. The amount to be deducted shall be the amount specified in the approved Local Union By-laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3.22. Foreman. On all jobs or electrical contracts requiring a Foreman or General Foreman, the Foreman or General Foreman in charge of such job shall be a Journeyman electrician member of Local Union 166.

Section 3.23. On all contracts totaling \$50,000 or over, one (1) journeyman shall be appointed Foreman and shall receive the applicable foreman's rate.

Section 3.24. On any job requiring three (3) but not more than ten (10) electrical workers, a Foreman shall be in charge of such job and shall be allowed to work with the tools at his discretion.

When there are more than ten (10) electrical workers or fraction thereof employed on the job, a Foreman shall be appointed for every additional ten (10) electrical workers or fraction thereof employed on the job and at no time shall a Foreman have supervision over more than ten (10) electrical workers.

On all jobs requiring two (2) or more Foremen, the first Foreman shall be in charge of such job and shall not be paid less than the high Foreman's rate.

Section 3.25. Any job or shift requiring more than twenty (20) electrical workers shall have a general foreman.

A general foreman shall remain in such capacity until completion of the entire operation. A general foreman shall supervise a maximum of five (5) sub-foremen.

Any project requiring more than one (1) general foreman, the first general foreman shall be lead general foreman and be paid the applicable rate of pay.

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

Section 3.26. On all jobs requiring a General Foreman, all foreman working under the General Foreman's supervision shall be allowed to work with tools at the foreman's discretion and shall receive the second foreman's rate of pay.

Section 3.27. No General Foreman or Foreman of one job shall at the same time perform work on another job in a supervisory capacity, except in case of an emergency and then his classification rate shall remain the same. When a Foreman is off his appointed job for more than eight (8) hours in one week, another Foreman must be appointed and he shall receive the Foremen's rate until the previous Foreman returns. A Foreman in charge of any job shall not perform work as a Foreman on any other job operating simultaneously.

Section 3.28. Foremen are not prohibited from handling limited materials, laying out work and performing final testings.

Section 3.29. There shall be a classification of Shop General Foreman who shall not be paid less than the General Foreman's rate. The Shop Foreman shall have supervision over any or all jobs in a shop which does not require a General Foreman. The Shop General Foreman is prohibited from working as a Foreman or journeyman at any time.

Section 3.30. Working Conditions. In case of fire or burglary on the job, the Employer agrees to reimburse each electrical worker for the present value of his loss (tools and clothing) not to exceed \$300.00, providing the employees tools or clothing were stored in the place supplied by the Employer.

Section 3.31. Men required to work outside in rainy weather shall be provided with raincoats by the Employer. If the conditions of any job require it, the Employer shall provide the proper boots.

Section 3.32. The Employer shall furnish hard hats for all employees and these must be either new or sterilized. Proper liners must be furnished for winter service. The wearing of such hard hats shall be enforced by both the Union and the Employer.

Section 3.33. The Employer shall furnish the proper individual protective gear, such as welding helmets, goggles, sleeves, jackets and trousers to the workmen engaged in burning and welding operations.

Section 3.34. The Employer shall furnish all wrenches over 14 inches, bending tools, hacksaw blades, chisels, drills, bits, stocks and dyes, fishes, safe ladders, time books, testing equipment, oil, gasoline or alcohol for torches, blades for roto-split, extra batteries for flashlight, and all other special or necessary tools or equipment. Workmen shall be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes or other safe places for storage.

Section 3.35. The field headquarters field trailer shall be properly heated in cold weather and must have a completely equipped Class A First Aid Kit at all times and have suitable drinking water facilities, such as a closed insulated container with individual drink cups and ice in hot weather. This trailer is available for workers to use during lunch time. All projects with five (5) or more electricians shall be provided with proper sanitary facilities. There will be a fifteen minute coffee break between 9:00 A.M. and 10:00 A.M. with breaks on shift work being after one hour, but not later than two hours into shift.

Section 3.36. On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more journeymen must work together. A journeyman or an apprentice shall be used if a stand-by person is required by the owner or contractor for the safety of other electricians.

Section 3.37. Journeymen shall not work off a ladder, scaffold or boatswain chair, in an isolated area, in excess of ten (10) feet, unless accompanied by another journeyman or an apprentice.

Section 3.38. The cutting, chasing or drilling of metal, wood or brick, tile, concrete and other masonry shall be performed by workmen employed under the terms of this Agreement.

All fabrication of brackets to support conduit, cabletray, raceways, etc., including welding shall be performed by electrical workers.

Section 3.39. The installation of all telephone conduits, raceways and the drawing in of all cable and wire, within property lines, shall be performed by workmen employed under the terms of this Agreement.

Section 3.40. The handling of all electrical equipment and material from and to the curb or nearest delivery point, shall be performed by workmen employed under the terms of this Agreement.

Section 3.41. All conduits shall be cut and threaded by workmen employed under the terms of this Agreement.

Section 3.42. All bus bar feeder runs, excluding switchboards and factory manufactured bus, shall be cut, bent and drilled on the job in so far as it is practicable. When such work is done in the contractor's shop, it shall be done by workmen employed under this Agreement.

Section 3.43. The workmen working under the terms of this Agreement shall be allowed to use powder actuated tools providing the following conditions are met:

1. The powder actuated tool (s) accepted for use by Local Union 166, IBEW shall be of the low velocity piston type as defined by the Powder Tool Manufacturers Institute (PATMI).
2. The tool (s) shall have affixed to it (them) the Underwriters Laboratories Inc. label.
3. The tool (s) shall conform to the United States of America Standards Institute, Section A 10.3.
4. Powder loads shall conform to the USASI A 10.3 with reference to color coding.
5. The tool (s) shall have a noise level of no greater than 100 db when fired into concrete at maximum power level. The measurement is to be made at a distance of ten (10) feet from the activated tool with a General Radio Impact Type Peak Noise Meter.
6. The tool (s) shall require at least two (2) separate and distinct motions to fire.
7. The firing mechanism of the tool (s) shall be so designed that the tool (s) cannot be fired if dropped. A ten (10) foot drop will be used as a criteria.
8. The tool (s) approved shall incorporate a semi-automatic power adjustment feature, i.e., one power level for all concrete applications and one power level for all steel applications.
9. The tool (s) approved when fired with lightest fastener and the heaviest load which will chamber in that tool shall not cause fastener to completely penetrate a section of 1/4" plywood and enter free flight.

10. The tool (s) approved shall incorporate an automatic cartridge ejection system.

11. The tool (s) approved shall be of the zero stand-off type and shall incorporate a captive piston.

Section 3.44. Temporary Light and Power. When it is required by the owner to use temporary light or power on any foundation or building, or from any source, whether it be gas generator, diesel generator, or public utilities, work shall be installed in a safe and workmanlike manner and maintained by workmen employed under the terms of this Agreement.

Section 3.45. Shift Work. When it becomes necessary to have shift work the following conditions shall prevail:

When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked; the first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the day shift shall receive eight hours pay at the regular hourly rate for eight (8) hours work.

Section 3.46. The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one half (7 1/2) hours work.

Section 3.47. The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work.

Section 3.48. A lunch period of thirty (30) minutes shall be allowed on each shift.

Section 3.49. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1 1/2) times the "shift" hourly rate.

Section 3.50. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hours worked.

Section 3.51. There shall be no requirement for a day shift when either the second or third shift is worked.

ARTICLE IV

Referral Procedure

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

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

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

Section 4.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be 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 selection and referral shall be in accord with the following procedure.

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

JOURNEYMAN WIREMAN - JOURNEYMAN TECHNICIAN

GROUP I All applicants for employment who have four or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee and who have been employed performing electrical work for a period of at least one year in the past four years in the geographical jurisdiction of the I.B.E.W. Local Union 166, IBEW.

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

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

GROUP IV All applicants for employment who have worked at the trade for more than one year.

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

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

Section 4.08. "Normal construction market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: Schenectady, Schoharie, Montgomery, Hamilton and Fulton counties in their entirety; Decatur and Worchester townships in Otsego county, that portion of Albany county north of a line following U.S. Highway No. 20 from the Schenectady county line southeasterly to Willow Street, along Willow Street to the Albany city limits, around the northern edge of the Albany city limits to the Karner Road; along Karner Road to the Albany-Schenectady Road (State Highway No. 5), northwest to the Vly Road; northeast along the Vly Road to the

Watervliet-Shaker Road; the Troy-Shaker Road to the Albany-Shaker Road to State Highway No. 7 to the Buhrmaster Road; north on the Buhrmaster Road and continuing in a straight line to the center of the Mohawk River, in a northeasterly direction following the Mohawk River to U.S. Highway No. 9, continuing north on No. 9 to the City of Saratoga Springs including the City of Saratoga Springs, north on State Highway No. 9-N County Road No. 10, on No. 10 to County Road No. 7, on No. 7 to County Road No. 4, on No. 4 to the Hudson River excluding Hadley Village; and that portion of Warren county west of a line following the Hudson River north from Saratoga county to the Glen, along State Highway No. 28 from the Glen to North Creek and along State Highway No. 28-N not including Tahawus.

The above geographical area is agreed upon by the parties to include the areas under the Davis-Bacon Act to which this Agreement applies.

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

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

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

Section 4.12. An applicant 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 4.13. An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.14. Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

Section 4.15. The only exceptions which shall be allowed to this order of referral are as follows:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

APPRENTICESHIP AND TRAINING

Section 5.01. There shall be a Joint Apprenticeship and Training Committee (JATC) having three members representing the chapter of the National Electrical Contractors Association (NECA) and an equal number of three members representing the Local Union of the International Brotherhood of Electrical Workers (IBEW). This Committee shall make local standards in conformity with the National Apprenticeship and Training Standards for the Electrical Contracting Industry governing the qualifications, selection, education, and training of all apprentices. The JATC shall also be responsible for training Journeymen and others. The local standards will be promptly agreed upon by the parties to this Agreement and shall be registered with the National Joint Apprenticeship and Training Committee and the appropriate State or Federal Apprenticeship Registration Agency.

Section 5.02. Members of the Joint Apprenticeship and Training Committee shall be selected by the party they represent. Their terms of office shall be three years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member may be re-appointed.

The Committee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

The Committee shall meet at least once a month and also when called by the Chairman.

Section 5.03. (a) The Committee shall supervise all matters involving apprenticeship training in conformity with the provisions of this Agreement and the registered local Apprenticeship Standards. In case of a deadlock, the matter in dispute shall be referred to the parties to this Agreement for settlement. Any proposed change in this Agreement pertaining to Apprenticeship and Training should first be considered by the Committee for their recommendation before being acted upon by the parties to this Agreement.

(b) The Committee may establish or authorize a Joint Subcommittee to be similarly constituted and selected for authorized training programs other than apprentice training programs.

Section 5.04. (a) In order to provide diversity of training or work opportunities, the Committee shall have full authority to transfer apprentices from one job or Employer to another. All transfers and assignments for work shall be issued by the Committee and the referral office be so notified.

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

Section 5.05. All apprentices must enter the program through the Committee. An apprentice may be removed from training at any period of apprenticeship for violation of Committee rules and policies. Such removal by the Committee cancels the classification of apprentice and the opportunity to continue on the job training (OJT) or classroom training.

Section 5.06. There shall be a minimum of six periods of apprenticeship. The first two periods, consisting of one-thousand OJT hours each and satisfactory completion of the first year of related classroom training, shall constitute the probationary period. Successive periods will require the minimum hours OJT and an additional year of related classroom training. The six periods are as follows:

Six Periods	OJT Hours	Related Training
1	0-1000	Satisfactory Progress
2	1000-2000	1st Year School Completed
3	2000-3500	2nd Year School Completed
4	3500-5000	3rd Year School Completed
5	5000-6500	4th Year School Completed
6	6500-8000	5th Year School Completed

Section 5.07. The Committee is authorized to and shall indenture sufficient new apprentices to provide for the availability of a total number of apprentices in the training area not to exceed a ratio of one apprentice to three Journeyman Wiremen who are normally employed under the terms of this Agreement.

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

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

RATIO

1 Journeyman	1 Apprentice	
1 Journeyman	1 Apprentice	1 First Year Apprentice*
2 Journeymen	1 Apprentice	1 First Year Apprentice
3 Journeymen	1 Apprentice	1 First Year Apprentice
4 Journeymen	2 Apprentices	1 First Year Apprentice
5 Journeymen	2 Apprentices	2 First Year Apprentices
Etc.		

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

The first person on a job shall be a Journeyman.

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

The unindentured shall be replaced by first year indentured apprentices when they are available for assignment.

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

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

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

The hours worked as unindentured shall not be credited toward apprenticeship should they later be selected for apprenticeship. Only indentured apprentices shall attend or participate in related training activities. An individual shall not be employed as unindentured for more than 2000 hours cumulative.

The only benefit plans in which first year apprentices and the unindentured must participate are local health and welfare plans and the National Electrical Benefit Fund (NEBF).

Section 5.08. An apprentice is to be under the supervision of a Journeyman Wireman at all times. Journeymen are not required to constantly watch the apprentice, but are to lay out the work required and permit the apprentice to perform the work on his/her own. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice. Only a sixth period apprentice shall be permitted to work alone on any job without supervision of a Journeyman Wireman.

Section 5.09. The parties to this Agreement shall be bound by the Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

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

Section 5.10. All Employers subject to the terms of this Agreement shall contribute twenty five cents (\$.25) for each hour worked by journeymen and apprentices. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Employees' Benefit Agreement.

ARTICLE VI

Fringe Benefits

Section 6.01. 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 NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing 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 his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

Correction to Section 6.04:
Should read as follows:

Section 6.04. Annuity Fund.

The Employer shall contribute two dollars (\$2.00) per hour for each journeyman wireman employed by him in the jurisdiction of Local Union 166 into the Annuity Fund of such Local. The fund is to be administered by a Board of Trustees comprising of two members from Local Union 166 and two members from the Contractors' Association.

Effective June 1, 1997 annuity contribution for apprentices are:

Third Period	\$1.00 per hour
Fourth to Sixth Period	\$2.00 per hour

Effective March 1, 1998 annuity contribution for apprentices are:

Third and Fourth Period	\$1.00 per hour
Fifth and Sixth Period	\$2.00 per hour

Effective March 1, 1999 annuity contribution for apprentices are:

Third to Fifth Period	\$1.00 per hour
Sixth Period	\$2.00 per hour

Signed:

	
George A. Ternent, Manager Albany Chapter, NECA	Bernard Mericle Business Manager, L.U. 166

8/13/97
Date

8/13/97
Date

Section 6.02. Welfare Fund. The Employer shall contribute four dollars and forty cents (\$4.40) per hour for each electrical worker employed by him in the jurisdiction of Local Union 166 into the Welfare Fund of such Local. The fund is to be administered by a Board of Trustees comprising of two members of Local Union 166 and two members from the Contractors Association.

Section 6.03. Pension Fund. The Employer shall contribute two dollars and eighty cents (\$2.80) per hour for each electrical worker employed by him in the jurisdiction of Local Union 166 into the Pension Fund of such Local. The fund is to be administered by a Board of Trustees comprising of two members for Local Union 166 and two members from the Contractors Association.

Section 6.04. Annuity Fund. The Employer shall contribute two dollars (\$2.00) per hour for each electrical worker employed by him in the jurisdiction of Local Union 166 into the Annuity Fund of such Local. For apprentices indentured after May 1, 1996, the following shall apply. The Employer shall contribute \$1.00 per hour for third period through fifth period and \$2.00 per hour for sixth period apprentices. The fund is to be administered by a Board of Trustees comprising of two members from Local Union 166 and two members from the Contractors' Association.

Section 6.05. COPE Deduction. The Employer agrees to deduct and transmit to the treasurer of I.B.E.W. Local 166 COPE the amount specified for each hour worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by I.B.E.W., Local 166 COPE. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

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

Section 6.07. Upon reasonable notice and request by the Union, an individual Employer shall be required to secure a bond which will guarantee the payment of contributions to all fringe benefit funds provided for in this Agreement.

Section 6.08. Any Employer failing to file a monthly payroll report, as provided herein, and make payments based on the regular weekly journeyman's rate, for a minimum of one (1) journeyman, shall be subject to cancellation of this Agreement.

Section 6.09. Employer reports and payments for Health and Welfare, Annuity and Pension, shall be due and payable immediately following the last weekly payroll period in the month accrued and shall become delinquent if not paid by the 15th of the following month.

Section 6.10. In the event an Employer fails to make payment of any amount due for wages, fringe benefits and/or damages applied thereto within five (5) days of the date when such payments become delinquent, he shall be required to either post a bond or deposit cash within one (1) week in the amount of \$2,500.00 to cover wages due and \$30,000.00 to cover fringe benefits due. This requirement will increase as manpower increases per the following schedule:

Above 29 employees, the bond or credit value shall increase as follows:

30-74	\$70,000
75-100	\$120,000
101-129	\$140,000
130-174	\$170,000
175-200	\$220,000

Section 6.11. In the event an Employer fails to make payments due for Health and Welfare, Annuity and Pension, and/or damages applied thereto when due, upon finding by the Trustees that such delinquency has occurred, he shall post an additional \$500.00 in cash or certified check within one week after such findings, providing he has not furnished satisfactory evidence that such delinquency was due to circumstances beyond his control.

Section 6.12. Individual Employers who fail to remit regularly as provided for above or as set forth in the Trust Agreements, shall be subject to having his Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid.

Section 6.13. Notwithstanding any other provision contained in this Agreement, the parties agree that any Employer who becomes delinquent in making payments to the respective trust funds shall be liable for the amount of delinquent contributions plus interest on the delinquent amount at the rate of 2 percentage points over the prime rate per annum, and collective expenses, including but not limited to legal and audit fees incurred to obtain or ascertain the amount of delinquencies. The Employer shall (i) submit to Trustees of such Funds on forms designated by the Trustees an initial list of Employer's employees setting out

such data as Trustees may reasonably require and shall accompany each contribution with a list of the employees on which it is computed; and (ii) promptly submit to Trustees of the respective Funds on demand (a) complete personnel and payroll records covering its employees so far as reasonably necessary in administering these trust funds, and for no other purpose, or (b) such reports as Trustees, in their discretion, reasonably deem necessary or desirable to proper administration of such trust funds, and such Trustees shall have authority to inspect and audit at any time those Employer records pertinent to any aspect of trust agreements and their administration. Trustees shall have authority to audit an Employer who is more than thirty (30) days delinquent in his reports and contributions at a charge to such delinquent Employer not to exceed one hundred dollars (\$100) per day for such auditor's expense, and on seven (7) days advance notice to such Employer.

Section 6.14 The parties agree to participate in the Capital Region Labor Management Coordination Committee, or its successor, which is established under the authority of Section 6 (b) of the Labor Management Cooperation Act of 1978, 29 USC § 175 (a) and § 302 (c) 9 of the Taft-Hartley Act, 29 USC § 186 (c) 9. The permissible purposes of this committee include the following:

1. To improve communications between representatives of Labor and Management;
2. To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the construction industry;
5. To enhance the involvement of workers in making decisions that affect their working lives;
6. To encourage free collective bargaining by establishing the continuing mechanisms for communication between Employers and their Employees through federal assistance to the formation and apprising of labor management committees; and
7. To do any and all other acts and things and exercise any and all other rights and powers which may be necessary, incidental or expedient in the accomplishment of any of the above purposes.

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

The Employer's party to this collective bargaining agreement shall contribute ten cents (\$.10) per hour worked under this Agreement on a monthly basis with checks payable to the Capital Region Labor Management Coordination Committee, due on or before the fifteenth (15) day of the following month.

Section 6.15

Section 1. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. § 175 (a) and Section 302 (c) (9) of the Labor-Management Relations Act, 29 U.S.C. § 186 (c) (9). The purposes of this Fund include the following:

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;

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

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

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

Section 3. Each employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Albany Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 4. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$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 VII

Industry Fund

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

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

2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during 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.

ARTICLE VIII

Atomic Work

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

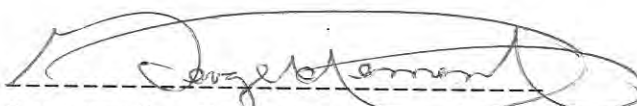
SEPARABILITY CLAUSE

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


In witness whereof, the parties hereto have executed this Agreement this first day of June, 1997.

Signed for Schenectady & Vicinity
Electrical Contractors

Signed for Local Union 166
International Brotherhood
of Electrical Workers



George A. Ternent, Manager
Albany Chapter, NECA



Bernard Mericle
Business Manager



Date



Date

Appendix 4

**LU 438 -Inside Agreement
Prior to Amalgamation into LU 236**

AGREEMENT

BETWEEN

THE TROY DIVISION ALBANY CHAPTER

OF THE

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

AND

LOCAL UNION #438

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

JUNE 1, 1997 TO FEBRUARY 28, 1999

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AGREEMENT

made this first day of June 1, 1997 by and between the Troy Division, Albany Chapter of the National Electrical Contractors Association and Local Union #438 I.B.E.W..

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

The term "Association" as used hereinafter, shall mean the Troy Division, Albany Chapter of the National Electrical Contractors Association (N.E.C.A.).

The term "Employer" as used hereinafter shall mean an individual firm who has been recognized by an Assent to this Agreement.

The term "Union" as used hereinafter shall mean Local Union #438 IBEW.

BASIC PRINCIPLES

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

ARTICLE I

Effective Date - Termination

Amendments - Disputes

Sec. 1. This agreement shall take effect June 1, 1997 and shall remain in effect until February 28, 1999 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from March 1 through February 28, of each year unless changed or terminated as provided therein.

Sec. 2. (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.

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

(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.

(d) Unresolved issues in negotiations that remain on the 20th of the month preceding the next meeting of the Council on Industrial Relations, may be submitted jointly or unilaterally by the parties to this agreement to the Council for adjudication prior to the anniversary date of the Agreement.

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

Sec. 3. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the I.B.E.W., and the National Office of N.E.C.A., for approval, the same as this Agreement.

Sec. 4. During the terms 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.

Sec. 5. There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary.

Sec. 6. 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 matters within 48 hours, they shall refer the same to the Labor-Management Committee.

Sec. 7. All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four (4) 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.

Sec. 8. 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's Rights - Union's Rights

Sec. 1. No member of Local Union #438 I.B.E.W., while he remains a member of such Local and subject to employment operation under this Agreement, shall himself become a contractor for the performance of any electrical work.

Sec. 2. 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 concession.

Sec. 3. 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 terms of this Agreement and shall, as a condition of employment, maintain their membership in the Union during the terms of this Agreement from and after the thirtieth day following their employment or the effective date of this Agreement, whichever is later.

Sec. 4. Certain qualifications, knowledge, experience, and financial responsibilities are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a place of business and a suitable financial status to meet payroll requirements.

Sec. 5. Not more than one member of a firm (Employer) shall be permitted to work with the tools at any time. However, on all contracts wherein the electrical work exceeds \$10,000, no member of the firm shall himself work with the tools.

Sec. 6. The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in 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, not inconsistent with this Agreement, and in discharging employees for proper cause.

Sec. 7. Any outside firm doing electrical work within the jurisdiction of this Local Union shall not be allowed to bring in more than one (1) non-resident Journeyman. When any complaint or dispute arises dealing with this question, any ruling made by the International Office of the Union shall be accepted and put into effect.

Sec. 8. For all employees covered by this Agreement, the Employer shall carry Disability and Compensation Insurance and/or its equivalent, as mandated by the State of New York, with a Company authorized to do business in this state, Social Security and such other protective insurance as may be required by the Federal and State Laws, and shall furnish satisfactory proof of such to the Union; he shall also make contributions to the New York State Unemployment Compensation Commission. Every employer shall provide, in addition to the mandatory provisions of the law, full and complete coverage under the New York State Worker's Compensation law with respect to any employee employed by him at any time within or without the State of New York and irrespective of means of transportation while traveling on a direct or usual route between a shop and a job and in addition where the job is outside the City of Troy and the employee is required to go directly from his home to such a job and return.

Sec. 9. It is agreed that in accord with the National Employees Benefit Agreement entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, that unless authorized otherwise by the National Employees Benefit Board, the individual employer will forward monthly to the designated Local Secretary-Treasurer an amount equal to 3% of his gross labor payroll, which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the National Board. The payment shall be made by check or draft and shall constitute a debt due and owed to the National Board on the last day of each calendar month, which may be recovered by suit initiated by the National Board or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local Secretary-Treasurer not later than fifteen (15) calender days following the end of each calendar month.

Individual employers who fail to remit as provided above shall be additionally subject to having this agreement terminated upon seventy-two (72) hours 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 Secretary-Treasurer. The failure of an individual employer to comply with the applicable provisions of the National Employees Benefit Agreement shall also constitute a breach of this labor agreement.

Sec. 9(a). Effective July 1, 1996, the Capital Region Labor Management Coodination Committee (CRLMCC) and the National Labor-Management Committee Cooperation Fund (NLMCF) will be funded by signatory Employers. Each Employer shall contribute \$.10 per hours worked for the CRLMCC and \$.01 per hours worked to the NLMCF. One check made payable to the Capital Region Labor Management Coodination Committee (CRLMCC) for \$.11 is due on or before the fifteenth (15) day of the following month and mailed to: 16 Wade Road, Latham, NY 12110, along with the Monthly Payroll Report.

Sec. 10. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during 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 areas 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.

Sec. 11. The Union reserves the right to discipline its members for violations of its laws, rules and agreements.

Sec. 12. 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.

Sec. 13. When such removal takes place, the Union or its representatives shall direct the workmen on such job to put away carefully all tools, materials, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

Sec. 14. The Employer recognizes the Union as the exclusive representative of all employees subject to the agreement performing work within the jurisdiction of the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. Any and all such employees shall receive at least the minimum wage and work under the conditions of this agreement.

ARTICLE III

[Return to Link](#)

Hours - Wage Payment

Apprentices - Working Conditions

Sec. 1. Work between the hours of 8:00 a.m. and 4:30 p.m. with not more than one-half (1/2) hours for lunch shall constitute a work day. Lunch period shall be from 12:00 noon until 12:30 p.m. Forty (40) hours, five days (Monday through Friday inclusive), shall constitute a work week at eight (8) hours per day. At the Employers option, with the approval of the Business Manager, an Employee's starting time may be adjusted up one hour, without penalty, or violation of this Agreement.

Sec. 2. When so elected by the Contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

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

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

The THIRD SHIFT (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m.. Workmen on the "graveyard shift" shall receive eight (8) hour pay at the regular hourly rate plus 15% for the seven (7) hours worked.

The practice of placing employees on any shift as a subterfuge, to eliminate the payment of overtime rates, IS NOT PERMISSIBLE.

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

All overtime work required after the completion of a regular shift shall be paid on one and one-half (1 1/2) times the "Shift" hourly rate. (Monday thru Saturday)

Shift work on Sunday and observed Holidays shall be paid at the double the "Shift" hourly rate of pay.

For purposes of computing overtime, the start of the work shall be considered as the start of the first shift- and continued for a twenty-four (24) hour period.

This will include all work performed on Saturday, Sunday and observed Holidays.

When a person works through two (2) consecutive work periods, overtime shall be paid until a shift break occurs.

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.

Sec. 3. All work performed outside the established eight (8) hour work day, Monday through Friday and all work on Saturdays, shall be paid at the rate of one and one-half (1 1/2) of the regular straight-time rate of pay. All work performed on Sundays, Holidays and Call -ins shall be paid at double the regular straight rate of pay.

Sec. 3 a. The following six Holidays shall constitute the legal Holidays within the terms of this Agreement: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

If any of the above Holidays falls on Saturday, Friday shall be observed as the Holiday. If the above Holidays fall on Sunday, Monday shall be the observed Holiday.

Sec. 4. Labor Day as paid holiday - DELETED

Sec. 6. When any Employer orders workmen to report and they are not put to work, they shall receive four (4) hours pay.

Sec. 8. The minimum rate of wage shall be:

JOURNEYMAN

June 1, 1997 to February 28, 1998 - \$21.60 per hour
March 1, 1998 to February 28, 1999 - wage and/or benefit opener

The Union, at its option, may elect prior to March 1, 1998 to pay any amount of wage increase to any existing "Fund" in the present agreement in lieu of a direct wage increase.

APPRENTICES

1st Yr. First	6 months	- 35% of the Journeyman wage per hour
1st Yr. Second	6 months	- 40% of the Journeyman wage per hour
Second Year		- 50% of the Journeyman wage per hour
Third Year		- 60% of the Journeyman wage per hour
Fourth Year		- 70% of the Journeyman wage per hour
Fifth Year		- 80% of the Journeyman wage per hour

Sec. 9. A 5% working dues check-off is to be deducted from the gross pay of all Journeymen-Wiremen and Apprentices second (2nd) year and above, employed in the jurisdiction of Local Union #438 I.B.E.W. and be effective June 1, 1997 through February 28, 1999. The Employer agrees to deduct and forward to the Financial Secretary of Local Union #438 I.B.E.W. - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws. Such amount shall be certified to the Employer by the Local Union upon request of the Employer.

This deduction is to be sent to the Local Union office by the 15th calendar day following the month work was performed.

Sec. 10. In addition, the Employer shall contribute \$5.10 per hour for each electrical worker employed by him in the jurisdiction of Local Union #438 I.B.E.W. Health & Benefit Fund for the fiscal year June 1, 1997 to February 28, 1998.

This contribution is to be sent to Local Union #438 I.B.E.W. Health and Benefit Fund by the 15th calendar day following the month work was performed.

The Fund is to be administered by a Board of Trustees comprising of two (2) members of Local Union #438 I.B.E.W. and two (2) members of the Troy Division, Albany Chapter of the N.E.C.A. for the Local Union #438 I.B.E.W. Health & Benefit Fund.

Sec. 11. The employee must notify his employer at least two (2) weeks in advance of his intention to take a vacation leave.

Sec. 12. The Employer shall contribute \$3.20 per hour for each Journeyman-Wireman employed by him in the jurisdiction of Local Union #438 I.B.E.W. Pension Fund for the fiscal year June 1, 1997 to February 28, 1998.

In addition, the Employer shall also contribute \$1.10 per hour for each Second, Third, Fourth and Fifth Year Apprentice employed by him in the jurisdiction of Local Union #438 I.B.E.W. Pension Fund for the fiscal year June 1, 1997 to February 28, 1998.

These contributions are to be sent to Local Union #438 I.B.E.W. Pension Fund by the 15th calendar day following the month work was performed.

The Pension Fund is to be administrated by a Board of Trustees comprising of two (2) members of Local Union #438 I.B.E.W. and two (2) members of the Troy Division, Albany Chapter of N.E.C.A..

Sec. 13. The Employer hereby agrees to be bound by all terms and conditions of the Trust Agreements of Local Union #438 I.B.E.W. and all amendments to such Trust Agreements, as well as the rules and regulations promulgated by the Trustees of said Funds.

Sec. 14. A bond of \$20,000 procured from an insurer licensed to do business in the State of New York, shall be posted with the Administrator of the Pension Fund and the Health & Benefit Fund by all Contractors to assure payments of the same.

Sec. 14 a. In the event that the Employer does not make contributions to the Funds as provided herein, the Employer agrees that he will be charged with all necessary litigation and accounting expenses incurred by the Trustees in collecting the monies due hereunder and that a money judgement may be rendered against such employer for such litigation and accounting expenses in addition to a judgement for unpaid contributions.

The book and records of each Employer pertinent to the employment of Employees covered by this Agreement, shall be made available at all reasonable times for inspection and audit by an independent qualified public accountant employed by the Fund, including, without limitation, payroll sheets, W-2 forms, New York State employment reports, Social Security reports, ledgers, vouchers and any other pertinent items concerning payrolls. Inspection shall be restricted to a verification of payments made and/or due to the Fund. Cost of such inspection shall be borne by the Fund except in cases where an Employer is delinquent in making contributions, in which case the delinquent employer shall bear the cost of inspection and audit.

Sec. 15. When workmen are required to work in excess of a height of 35 feet from ladders, scaffolds, radio towers, smoke stacks, cranes, etc., they shall receive \$1.00 per hour in addition to the regular straight-time rate of pay for the time spent at that height. Distances shall be determined from the floor to the standing surface.

Sec. 16. The Employer shall furnish all necessary equipment for workmen doing welding and burning. Any workmen doing welding and burning on a job shall receive \$1.00 per hour, with a four (4) hour minimum pay, in addition to the regular straight-time rate of pay for what ever time is spent on welding or burning.

Sec. 17. Wages shall be paid weekly in cash or by check. Any Contractor desiring to pay by check may be required to post a bond satisfactory to the Union. The bond must be submitted to the Local Union at least 15 days prior to the issuance of the first payroll check. Any workman discharged shall be paid his wages immediately. In the event he is not laid off, waiting time at the regular straight-time rate of pay shall be charged, until payment is made, but waiting time not to exceed one day's pay in any 24 hour period. Not more than two (2) days wages may be withheld at any time. Payment by check must be made on Thursday of each week before quitting time. If payment is made on Friday, it must be in cash.

Sec. 18. When three (3) workmen are employed on a job, one (1) shall be designated as foreman and shall be compensated at 5% per hour above the Journeyman rate of pay.

When four (4) thru six (6) workmen are employed on a job, one (1) shall be designated as foreman and shall be compensated at 6% per hour above the Journeyman rate of pay.

When eight (8) workmen have been employed, one shall be a foreman and cease to work with the tools. He shall be compensated at 10% per hour above the Journeyman rate of pay.

No foreman shall be required to supervise more than ten (10) workmen.

When more than ten (10) workmen are employed on a job, a second foreman shall be designated, and an additional foreman thereafter for every additional ten (10) workmen.

These foremen will be designated sub-foremen and will be compensated at 10% per hour above the Journeyman rate. At the time the second foreman is appointed, the first foreman will be redesignated General Foreman and will continue to directly supervise his original complement of men.

When twenty (20) or more men are employed on the job, the General Foreman will supervise the men only through two (2) or more appointed foremen.

NO foreman or General Foreman will be permitted to act as such on more than one (1) job at the same time.

Sec. 19. On any job the rate for a foreman above the Journeyman wage will be determined as follows:

Supervised Employees	Foreman Working w/tools	Foreman Non-working w/tools	General Foreman	Pay Rate above J.W.
3	1	---	---	5%
4-7	1	---	---	6%
8-10	---	1	---	10%
11-20	---	1	---	10%
---	---	---	1	15%

For GENERAL FOREMAN, the rate will be 15% per hour above the Journeyman rate of pay.

Sec. 20. When the Employer has no permanent shop located in the jurisdiction of the Union, then under such circumstances the shop location shall be considered the city in which the Union is located.

Sec. 21. Journeymen shall provide themselves with the conventional kit of tools peculiar to the type of work to which they are assigned. These tools shall include the following:

1. Voltage Tester, Ideal or equal
2. Hacksaw frame
3. Hammer
4. Knife
5. Pencil
6. 2 Screw drivers
7. 1 Phillips screw driver
8. Small magnetic level
9. Diagonal Cutters
10. Six-foot rule or 10' or 12' tape
11. 8" lineman's pliers
12. Twist drills to and including 1/4" of good grade
13. Taps to and including 1/4" of good grade
14. Centerpunch
15. Flashlight, if required by job; Batteries to be replaced by Contractor.
16. 2 Channel-locks or equal
17. Circuit tester as required
18. Roto cutter
19. Step drill bit, up to 1/2" maximum

Employer's shall replace broke drill bits, when broken on the job.

Sec. 22. The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes, or other safe place for storage.

Sec. 23. Workmen shall install all electrical work in a safe and workmanlike code and contract specifications.

On work where it is necessary for men to remain in the locality of the job, the Employer shall pay suitable room and board and all other reasonable expenses.

Sec. 24. On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty years of age or older.

Sec. 25. No workman shall be permitted to use any automobile, motorcycle, or other vehicle in a manner unfair to other workmen or against the interest of the Union.

Sec. 26. On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more Journeymen must work together.

Sec. 27. (The workmen working under the terms of this agreement shall be allowed to use power actuated tools providing the following conditions are met:

1. The power actuated tool(s) accepted for use by Local Union #438 I.B.E.W., shall be of the low velocity piston type as defined by the Power Actuated Tool Manufacturers Institute (PATMI)
2. The tool(s) shall have affixed to it (them) the Underwriters' Laboratories, Inc. label.
3. The tool(s) shall conform to the United States of America Standards Institute, Section A10.3.
4. Power loads shall conform to the U.S.A.S.I.A10.3 with reference to color coding.
5. The tool(s) shall have a noise level of no greater than 100 db when fired into concrete at maximum power level. The measurement is to be made at a distance of ten (10) feet from the activated tool with a General Radio Impact Type Peak Noise Meter.
6. The tool(s) shall require at least two separate and distinct motions to fire.
7. The firing mechanism of the tool(s) shall be so designated that the tool(s) cannot be fired if dropped. A ten (10) foot drop will be used as a criteria.
8. The tool(s) approved shall incorporate a semi-automatic power adjustment feature, I.E., one power level for all concrete applications and one power level for all steel applications.
9. The tool(s) approved when fired with lightest fastener and the heaviest load which will chamber in that tool shall not cause fastener to completely penetrate a section of 1/4" plywood and enter free flight.
10. The tool(s) approved shall incorporate an automatic cartridge ejection system.
11. The tool(s) approved shall be of the zero stand-off type and shall incorporate an active piston.
12. The tool(s) approved shall not exceed 1.0 pounds in weight.
13. The tool(s) approved shall be entirely of domestic manufacture and shall be union made. A statement to this effect will be required from the manufacturer.

14. The tool(s) approved shall be designated to accept special guards, shields or fixtures, as furnished by the manufacturer.
15. All electrical workers must be instructed in the use of such tool(s) before being permitted to use one on the job.
16. No electrical worker's employment can be terminated because of his refusal to work with a power actuated tool.

Sec. 28. On jobs having a foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except the foreman.

Sec. 29. The employer shall not loan or cause to be transferred any workman in his employ to another Employer without permission of the Business Manager of the Union, and then only when no applicants possessing the necessary skills are available from the Referral Plan.

Sec. 30. Each Employer shall furnish the Business Manager's office of the Union, on or before the 15th day of each month, on a form to be supplied by the Union, that amount of wages paid each workman employed by such Employer during the preceding month.

Sec. 31. All electrical equipment and materials shall be handled from the building line to its permanent location, installed and connected by workmen employed under this agreement.

Sec. 32. All conduit shall be cut and threaded on the job. Installation of all hangers and supports made of steel or other materials necessary for the proper completion of the electrical work shall be performed by the electrical worker, except the hangers jointly used with other crafts.

Sec. 33. The installation of all telephone conduits, raceways and under floor duct outlets shall be performed by workmen under the terms of this agreement.

Sec. 34. The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed, or repaired under economically sound wage, hour, and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Sec. 35. The wage rate on all out of town jobs shall not be less than the wage rate provided in this agreement. However, when a higher rate prevails, that shall be paid.

Sec. 36. The representatives of the union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this agreement.

Sec. 37. The Employer recognizes the right of the union to appoint a Steward at any shop or any job where workmen are employed under this agreement. Such stewards shall be allowed sufficient time during working hours to see that the terms of this agreement are observed on his job or in his shop. Under no circumstances shall an employer discriminate against any steward because of faithful performance of duties as such.

Sec. 38. In the event that an employer finds it necessary, in his discretion, to work any employee on overtime, such employer will notify the Business Manager or the Steward as follows:

(1) Should the occasion be an emergency, the Employer will notify the Business Manager, or Steward in person or by telephone of the overtime worked before 9:00 p.m. of the next following work day.

(2) If the overtime is on scheduled basis the employer will notify the Business Manager or Steward in person or by telephone of his intentions to perform overtime not later than 2:00 p.m. of the regular work day preceding Saturday, Sunday, or Holiday for the scheduled overtime.

(3) In so far as is practical, all overtime work performed by Journeymen will be equally divided among the men in any one shop, over the period of any one year.

Sec. 39. When the owner requires that work of a remodeling nature be performed at other than the normal work hours, this work will be performed in a 40 hour work week at a straight time rate. The Business Manager must be advised in advance of the start of such work.

The scope of this work is in occupied areas, and shall not run more than two (2) weeks.

The intent of this section is not to interrupt the operation of a commercial or public business such as stores, banks, and schools, where the public has access.

ARTICLE IV

APPRENTICESHIP AND TRAINING

Sec. 1. ~~There shall be a Joint Apprenticeship and Training Committee of three (3) members representing the Chapter and three~~ (3) members representing the Union. This Committee shall make local standards in conformity with the National Apprenticeship and Training Standards for the Electrical Contracting Industry governing the selection, qualification, education, and training of all apprentices. It shall also be responsible for training journeymen and others. These local standards will be promptly agreed upon by the parties to this agreement and shall be registered with the National Joint Apprenticeship and Training Committee and the appropriate State or Federal apprenticeship registration agency.

Sec. 2. Members of the Joint Apprenticeship and Training Committee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one Chapter and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A committee member may succeed himself.

The Committee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

The Committee shall meet at least once a month and also when called by the Chairman.

Sec. 3. The Committee shall supervise all matters involving apprenticeship training in conformity with the provisions of this agreement and the registered local Apprenticeship Standards. In case of a deadlock, the matter in dispute shall be referred to the parties to this agreement for settlement. Any proposed change in this Agreement pertaining to apprenticeship and to training should first be considered by the Committee for their recommendation before being acted upon by the parties to this Agreement.

Sec. 4. The Committee may establish or authorize a Joint Sub-Committee to be similarly constituted and selected for authorized training programs other than apprentice training programs.

Sec. 5. In order to provide diversity of training or work opportunities, the Committee shall have full authority to transfer apprentices from one job or employer to another. All transfers and assignments for work shall be issued by the Committee and the referral office be so notified.

Sec. 6. The Committee is hereby instructed and authorized to employ a full-time Training Director at such time as is possible and practical. The Committee shall delegate to the Director that responsibility and authority deemed necessary by the Committee.

Sec. 7. All apprentices must enter the program through the Committee and shall not be eligible for employment until they have been indentured to the Committee. An apprentice who has completed his probationary period may be removed from training by the Committee, in accordance with its rules, for cause. Such removal by the Committee also cancels his classification of apprentice and the opportunity to complete this training.

Sec. 8. 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 Journeymen Wiremen who are normally employed under the terms of this Agreement.

An individual Employer shall employ only indentured apprentices secured from 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.

The Committee shall allow each qualified Employer a ratio of one indentured apprentice to three Journeymen Wiremen when such apprentices are available. This ratio is to be interpreted to allow the following apprentice to Journeyman relation on any job or in any shop:

1 Apprentice* to 1 Journeyman	
1 Apprentice* to 2 Journeymen	1st Year Apprentice
1 Apprentice* to 3 Journeymen	1st Year Apprentice
2 Apprentices* to 4 Journeymen	1st Year Apprentice
2 Apprentices* to 5 Journeymen	1st Year Apprentice
2 Apprentices* to 6 Journeymen	1st Year Apprentice
3 Apprentices* to 7 Journeymen	1st Year Apprentice

The first apprentices employed on any job or in any shop shall be a second, third, fourth or fifth year apprentice, if available.

* If such apprentice is unavailable, (2nd, 3rd, 4th or 5th year) a first year, first or second period indentured apprentice will be assigned. (ref Sec. 8)

The first person on any job or in any shop shall be a Journeyman Wireman. The second person employed may be a Journeyman or an Apprentice.

Sec. 9. An Apprentice is to be under the supervision of a Journeyman-Wireman at all times. Journeymen are not required to constantly watch the apprentice but are to lay out the work required and permit the apprentice to perform the work on his own. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice assigned to them. An apprentice shall not be permitted to work alone on any job without supervision from a Journeyman-Wireman working with the tools, except as provided in this section.

Sec. 10. The parties to this Agreement shall be bound by the Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947, as amended. The Trustees authorized under this Trust Agreement are hereby authorized to determine the reasonable value of any facilities, materials, or services furnished by either party. All Funds shall be disbursed in accordance with this Trust Agreement.

Sec. 11. All Employers subject to the terms of this Agreement shall contribute 25 cents per clock hour for the purpose of maintaining the Apprenticeship and Training Program. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Employees Benefit Agreement.

ARTICLE V

Standard Inside Referral

Sec. 1. In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicant 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.

1. The Union shall be the sole and exclusive source of referrals of applicants for employment.

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

3. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional policies or requirements. All such selection and referral shall be in accordance with the following procedure.

4. 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.

5. An employer may select, by name, any applicant from the register irrespective of the applicant's position on the list, provided the applicant will be employed only as a foreman and paid as such.

JOURNEYMAN WIREMAN

JOURNEYMAN TECHNICIAN

Group I. All applicants for employment must register, who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman-Wireman by any Inside Joint Apprenticeship and Training Committee and who have been employed performing electrical work for a period of at least one year in the last four years in the geographical jurisdiction of I.B.E.W. Local #438.

GROUP II. All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman-Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman-Wireman by an Inside Joint Apprenticeship and Training Committee.

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

GROUP IV. All applicants for employment must register, who have been at the trade for more than one year.

Sec. 2. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the employer within 48 hours from the time of receiving the employer's request, Saturdays, Sundays, and Holidays excepted, the employer shall be free to secure applicants without using the Referral Procedure, but such applicants, if hired, shall have the same status of "Temporary Employee".

Sec. 3. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such temporary employees, and shall replace such temporary employees as soon as registered applicants for employment are available under the Referral Procedure.

Sec. 4. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which included the area from which the normal labor supply is secured:

Washington County: and that portion of Albany County north of a line drawn from the Hudson River along the south limits of the City of Watervliet and continuing along First Street in a westerly direction to and north on Lincoln Avenue to Spring Street and including the ALTECH Steel Corporation.

West on the Spring Street Road to Grenada Terrace, north on Grenada Terrace to the Troy-Shaker Road, hence in a northwesterly direction on the Troy-Shaker Road to Fiddlers Lane, hence southwesterly on Fiddlers Lane to U.S. Highway 9, north on Rt. 9 to the Troy-Shaker Road, then northwesterly to the Old Niskayuna Road.

North on the Old Niskayuna Road to the Sicker Road, then northwest to the Albany-Shaker Road, then to State Highway 7, east on Rt. 7 to the Buhrmaster Road, then north on the Buhrmaster Road and continuing in a straight line to the center of the Mohawk River.

That portion of Saratoga County east of a line starting from the Mohawk River on U. S. Highway 9, north to, but excluding the City of Saratoga Springs, continuing on State Highway 9N through and including the Village of Corinth to County Road 10, on 10 to County Road 7, on 7 to County Road 4 including Steward Bridge Power House, on 4 to and including the Village of Hadley on the Hudson River.

The portion east of a line following the Hudson River north from Saratoga County to the Glen, along State Highway 28 from the Glen to North Creek and along Highway 28N from North Creek to Essex County.

And all of Rensselaer County except the City of Rensselaer and East Greenbush, Nassau, Stephentown Townships in the State of New York.

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 David-Bacon Act which this Agreement applies.

Sec. 5. "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Sec. 6. "Examination" -- An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W.. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for an examination if he has four (4) years' experience in the trade.

Sec. 7. The Union shall maintain on "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Sec. 8. An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Sec. 9. An applicant 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.

Sec. 10. Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

Sec. 11. The only exception which shall be allowed in this order of referral are as follows:

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

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

Sec. 12. An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both of these members.

Sec. 13. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 1 subsection 3, through Section 11 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Sec. 14. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Sec. 15. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Sec. 16. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

Sec. 17. REVERSE LAYOFF - When making reductions in the number of employees due to lack of work, the Employers shall use the following procedure:

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

(b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 11 (a) is required.

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

ARTICLE VI
Cancellation of Agreement
and
Charges of Violations

SSec. 1. Local Union #438 is part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual employer of the approved agreement of this or any other Local Union of the I.B.E.W., other than violations of Article VI, Section 2, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

Sec. 2. The subletting, assigning or transfer by individual employer or 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.

Sec. 3. All charges of violations of Article VI, section 2, 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.

Sec. 4. SEPARABILITY CAUSE - 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 Troy Division Albany Chapter of the National
Electrical Contractors Association:

Simeon Hunsdon -President
Hour Electric Company, Inc.

George A. Ternent
Chapter Manager of N.E.C.A.

Douglas Stevens - President
D.A. Stevens Electric Company Inc.

SIGNED, for the Local Union #438 International Brotherhood of
Electrical Workers:

John R. Macaulay
Business Manager, Local Union #438 IBEW

Robert Fitzgerald
Member, Local Union #438 IBEW

Charles Hall Jr.
Member, Local Union #438 IBEW

Appendix 5

**LU 734 -Inside Agreement
Prior to Amalgamation into LU 236**

WORKING AGREEMENT

between

ALBANY

ELECTRICAL CONTRACTORS

ASSOCIATION, INC.

and

LOCAL UNION NO. 724

Electrical Workers

Albany, N.Y.

June 1, 1997

February 28, 1999

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AGREEMENT

Agreement by and between the Albany Electrical Contractors Association, Inc. and Local Union No. 724, I.B.E.W.

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 Albany Electrical Contractors Association, Inc. NECA Chapter and the term "Union" shall mean Local Union No. 724, I.B.E.W.

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

BASIC PRINCIPLES

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

ARTICLE I

Effective Date - Changes - Grievances - Disputes

Section 1.01. This Agreement shall take effect June 1, 1997 and shall remain in effect until February 28, 1999, unless otherwise specially provided for therein. It shall continue in effect from year to year thereafter, from March 1 through February 28 of each year, unless changed or terminated in the way later provided herein. This agreement shall be open for wages/fringes only, effective March 1, 1998.

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.

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

(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.

(d) Unresolved issues in negotiations that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations may be submitted jointly or unilaterally by the parties to this Agreement to the Council for adjudication prior to the anniversary date of the Agreement.

(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 by either party of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

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

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

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

Section 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 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 a 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 Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding on both parties hereto.

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

ARTICLE II

Employer Rights - Union Rights

Section 2.01. Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements, and employing not less than one Journeyman Wireman.

Section 2.02. 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, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

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

Each Employer shall provide, in addition to the mandatory provisions of the law, full and complete coverage under the New York Workmen's Compensation Law with respect to any workman employed by him under the terms of this Agreement at any place within or without the State of New York, and, in irrespective of the means of transportation, while traveling on a direct or usual route between a job and a shop, and in addition, where the job is outside the City of Albany and the employee is required to go directly from his home to such a job and return.

Section 2.04. (a) Any employer who is sixty (60) days in arrears with any benefit after August 15, 1994 must post a \$25,000.00 bond or some other Equity. This Bond or Security will remain in place as security until said Contractor has been current for one consecutive year. After one year the Trustees will review the requirement of the Bond and determine the necessity of continuing.

(b) The Labor-Management Committee and/or the Council on Industrial Relations, as the case may be, shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond or Security directly to the affected employees and direct payment of delinquent fund contributions from the Bond or Security directly to the Trustees of the affected funds or to their designated agents.

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

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

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

Section 2.07. (a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including 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 changes or violations of the 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 resolutions of disputes.

(b) As a remedy for violations of this Section, the the Labor-Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

Section 2.08. Any outside firm doing electrical work within the jurisdiction of this Local Union shall not be allowed to bring in more than one non-resident Journeyman. When any complaint or dispute arises dealing with this question, any ruling made by the International Office of the Union shall be accepted and put into effect.

Section 2.09. No individual connected with an employing concern as owner, manager, superintendent, or partner shall perform any manual electrical work.

Section 2.10. Employers shall not loan their employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skills are not available through the Referral Procedure.

Section 2.11. (a) No applicant or employee while he remains subject to employment by Employers operating under this Agreement shall be recognized as a contractor or hold a Master Electrician's License in any part of this Local Union's jurisdiction for the performance of any electrical work.

(b) No member of this Local Union has the right to solicit his own work or terminate his employment to seek employment with another contractor.

(c) Any member of this Local Union who chooses to become an Electrical Contractor or manage an Electrical Contracting Company will be immediately removed from the referral list as long as that Company shall exist. Any member returning to the referral list under this provision (Section 2.11 (c)) will not be allowed to return to contracting or management without an additional 12 months restriction from the referral list.

Section 2.12. (a) Journeyman Wireman shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications. When necessary to use temporary light, heat and/or power on any foundation or building work, or from any source, whether it be gas generator, diesel generator, or public utilities, such temporary work shall be installed in a safe manner under the terms of this Agreement.

(b) All switches operating temporary light, heat, and/or power shall be operated and maintained by electricians working under the terms of this Agreement. All main switches and distribution panels controlling temporary light, heat and/or power shall be provided with a lock.

Section 2.13. A Journeyman Wireman shall be required to make corrections on improper workmanship, for which he is responsible, on his own time and during regular working hours, unless errors were made by orders of the Employer, or the Employer's representative.

Employers shall notify the Union of workmen who fail to adjust improper workmanship.

Any work to be performed under this section must have prior approval of the Business Manager.

Section 2.14. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2.15. The Union has the right to appoint Stewards at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or on his job. No Steward shall be discriminated against by an Employer because of his faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union.

Section 2.16. The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workmen are employed under the terms of this Agreement.

Section 2.17. (a) It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee, for an employee to refuse to cross a lawfully established primary picket line, whether at the premises of another Employer or the employee's own Employer.

(b) Any employee exercising such 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 by the Employer.

Section 2.18. There shall be no limit on production of workmen or restriction on the safe use of proper tools, or equipment, and there shall not be any task or piece work.

Section 2.19. Journeymen shall provide themselves with the following tools:

Knife	Pipe Reamer - 1/2" to 1"
Pencil	Level - Small
Six-Foot Rule	Center Punch
Plier - Cutting	Hacksaw Frame
Plier - Diagonal	Key Hole Saw Handle
Plier - Adj. Conduit	Bit Brace
Screwdrivers	Bit Extension
Hammer	Plumb Bob
Wood Chisel - Small	Square

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

Section 2.20. The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes, or other safe place of storage. Tools must be taken out and put away during working hours.

Section 2.21. The refusal by an individual employee to install, service, or perform work on any sign, fixture or other equipment which does not bear an IBEW Union Label will not be cause for discipline or discharge of such employees by his Employer, nor shall the Union be deemed to have breached this Agreement thereby.

Section 2.22. All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.23. On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

Section 2.24. 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 this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the 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.

All charges or violations of Paragraph 2 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 2.25. 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 concession.

ARTICLE III

[Return to Link](#)

Hours - Wages - Working Conditions

Section 3.01. Seven hours work between the hours of 8:00 A.M. and 3:30 P.M. with thirty minutes for lunch period between 12:00 and 12:30 shall constitute the workday. Five such days, Monday through Friday, shall constitute the workweek.

Section 3.02. Work performed in the 8th hour, Monday through Friday, will be paid at the straight time rate. Work performed in the 9th and 10th hour and on Saturday for the first 10 hours will be paid at time and a half at the straight time rate. All work performed outside those stated hours and on Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such shall be paid at double the straight time rate.

Section 3.03. No work shall be performed on Labor Day, except in case of emergency, and then only after permission is granted by the Business Manager of the Union.

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

Section 3.05. The minimum hourly rate of wages shall be as follows:

Journeyman Wireman	\$22.10
Journeyman Wireman - when cable splicing	100% of Jrm. Wireman rate
Foreman - in charge of four to ten journeymen	10% above Jrm. Wireman rate
General Foreman	20% above Jrm. Wireman rate

On all jobs requiring a General Foreman and/or Foreman, such shall be appointed from journeymen who have worked as a journeyman in the geographical jurisdiction of the Local Union for at least two years in the last three years in order that he be familiar with local codes, ordinances and safety provisions.

On jobs having a foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except the foreman.

Apprentice Wireman

FIRST PERIOD	35% of Journeyman Wireman rate
SECOND PERIOD	40% of Journeyman Wireman rate
THIRD PERIOD	50% of Journeyman Wireman rate
FOURTH PERIOD	60% of Journeyman Wireman rate
FIFTH PERIOD	70% of Journeyman Wireman rate
SIXTH PERIOD	80% of Journeyman Wireman rate

Apprentice wage rates shall be rounded out to the next highest nickel per hour.

Advancement in rate depends on skill and aptitude as well as time served.

In addition to the above hourly rates, payments shall be made as follows:

1. NEBF	3% of Gross Labor Payroll
2. Health Care Plan	\$3.80 X Total hours worked
3. Industry Fund	% of Gross Labor Payroll
4. Annuity Fund	\$1.25 X Total hours worked (Jrm.) \$.80 X Total hours worked (Appr.)
5. Pension Fund	\$2.25 X Total hours worked

* OPTIONAL:

Saving Trust Fund - one dollar (\$1.00) per hour shall be deducted from the hourly wage rate of \$22.10

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

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

(c) When it is necessary for a workman to perform work at height of thirty-five (35) feet or more, the rate of pay shall be fifty (50) cents an hour in addition to the regular straight-time rate of pay. This rate shall apply on the following: radio towers, smoke stacks, water towers, light towers, toothpicks, structural steel, swinging scaffolds, boatswain chair, buildings and bridges. It shall not apply when working from decks, anchored scaffolds or bucket trucks.

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

Each employee to be paid twenty cents (\$.20) per mile when using his car in the contractor's service.

No workman shall use his automobile or motorcycle or other vehicle in a manner considered to be unfair to other workmen or against the interest of the Union.

All travel time to Prattsville shall be paid at the rate of \$10.00 per day per man.

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

Section 3.09. The Employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each I.B.E.W. member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3.10. (a) When workmen report at the shop or job and are not put to work due to conditions beyond the control of the workmen, they shall receive four hours pay. Workmen may be required to remain at the job site for the hours paid.

(b) When workmen report and are put to work, they shall receive pay for a minimum of four (4) hours and shall remain on the job unless directed otherwise by the Employer.

Section 3.11. Shift Work

When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the day shift shall receive eight (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. Workmen 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 be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) 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.

Section 3.12. All pipe shall be cut and threaded on the job. Where pipe cutting and threading machines are operated full time, such shall be operated by a Journeyman.

The fabrication and/or installations of all hangers and supports made of steel, or other materials necessary for the proper completion of the electrical work shall be performed by the electrical worker.

There shall be a drag wire, telephone wire or cable pulled in all unused conduit or floor duct when specified and/or when ordered.

The installation of all conduit and wire used for signal and communications, audio and/or visual systems, shall conform to the terms of this Agreement.

Section 3.13. The Employer agrees to provide a suitable place on the job for the storage of workmen's tools and clothes. Heat will be provided when needed. In case of fire on the job, the Employer shall settle all fire loss for the benefit of himself and his employees. Men required to work outside in rainy weather (only in case of emergency) will be furnished rain gear by the Employer. The Employer's job headquarters on every project must have a completely equipped Class A First Aid Kit at all times.

Section 3.14. The installation, maintenance, connecting and repairing of all wiring for temporary lighting, heat or power and the maintenance and repair of all electrically operated equipment on buildings under construction, demolition or renovation of existing buildings and during excavating or caisson digging, shall be done by workmen employed under the terms of this Agreement.

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

Workmen shall not accept lay off unless furnished with a severance slip. Any workman laid off or discharged by the Employer shall be paid all his wages and current months savings immediately. In the event he is not paid off, waiting time at the straight time rate shall be charged until payment is made.

A discharge slip stating the reason for termination shall be furnished and filed at the N.E.C.A. office and the Local Union office within five working days.

Section 3.16. Each employer shall furnish two copies of his payroll report and transportation mileage. Both copies of the report shall be sent to the Labor Committee of the Employer, and the Committee shall then forward one copy of each report to the Union.

Section 3.17. There shall be, on all jobs, drinking water and sanitary toilets, as per the New York State Dept. of Labor, Bureau of Standards and Appeals Industrial Code (Rule 23)

Section 3.18. When it becomes necessary to perform work of a remodeling nature in an occupied area, when required by the owner, at hours other than the normal work hours, this work shall be performed in a 35 hour week at a straight time rate.

The Business Manager's Office must be advised on all jobs of this nature.

ARTICLE IV

Referral Procedure

Section 4.01. In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of 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 and such rejection shall be confirmed in writing and signed by the employer naming the rejected applicant(s) and postmarked within 48 hours of the rejection and mailed to the Business Manager of the Local Union.

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, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

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

JOURNEYMAN WIREMAN

GROUP I. All applicants for employment who have four or more years' experience in the trade, are

residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee and who have been employed for a period of at least one year in the last four years under a collective bargaining agreement between the parties to this Agreement.

GROUP II.

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

GROUP III.

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

GROUP IV.

All applicants for employment who have worked at the trade for more than a year.

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

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

Section 4.08. "Normal construction 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:

All of Columbia County; the City of Rensselaer and East Greenbush, Stephentown, Schodack and Nassau Townships in Rensselaer County; that portion of Greene County north of a line following the south limits of the city of Catskill in a westerly direction from the Hudson River to State Highway 23A, continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County; and that portion of Albany County south of a line drawn from the Hudson River along the south limits of the City of Watervliet and continuing along First St. in a westerly direction and then north on Lincoln Avenue to Spring Street Road, but excluding the Allegheny-Ludlum Steel Corporation, west on the Spring Street Road to Grenada Terrace, north on Grenada Terrace to the Troy-Shaker Road, thence in a northwesterly direction on the Troy-Shaker Road to Fiddlers Lane, thence southwesterly on Fiddlers Lane to U.S. Highway 9, north on 9 to the Troy-Shaker Road, then northwesterly to the Old Niskayuna Road, north on the Old Niskayuna Road to the Sicker Road, thence northwest to the Albany-Shaker Road, thence south to the Troy-Shaker Road, west on the Troy-Shaker Road to the Vly Road, southwest on the Vly Road to State Highway 5, southeast on 5 to the Karner Road, southwest on the Karner Road to the Albany City limits, around the north city limits of Albany to Willow Street, on Willow Street to U.S. Highway 20 and northwest on 20 to the Schenectady County line, in the State of New York. The new 1996-1997 agreement will allow "frozen rates" from May 31, 1996 through October 31, 1998 for all work covered by our contract and performed within the area governed by the Albany County Airport Authority.

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

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

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

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

Section 4.12. An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

Section 4.13. An Applicant who is hired and who receives, through no fault of his own, work of forty hours or less, shall upon reregistration, be restored to his appropriate place with his Group.

Section 4.14. Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

Section 4.15. The only exceptions which shall be allowed in this order of referral are as follows:

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

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

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

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

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

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

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

ARTICLE V

Apprenticeship and Training

Section 5.01 There shall be a Joint Apprenticeship and Training Committee (JATC) having three members representing the Chapter of the National Electrical Contractors Association (NECA) and an equal number of three members representing the local union of the International Brotherhood of Electrical Workers (IBEW). This Committee shall make local standards in conformity with the National Apprenticeship and Training Standards for the Electrical Contracting Industry governing the qualifications, selection, education, and training of all apprentices. The JATC shall also be responsible for training Journeymen and others. The local standards will be promptly agreed upon by the parties to this Agreement and shall be registered with the National Joint Apprenticeship and Training Committee and the appropriate State or Federal Apprenticeship Registration Agency.

Section 5.02. Members of the Joint Apprenticeship and Training Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member may be reappointed.

The Committee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

The Committee shall meet at least once a month and also when called by the Chairman.

Section 5.03. (a) The Committee shall supervise all matters involving apprenticeship training in conformity with the provisions of this Agreement and the registered local Apprenticeship Standards. In case of a deadlock, the matter in dispute shall be referred to the parties to this Agreement for settlement. Any proposed change in this Agreement pertaining to Apprenticeship and Training should first be considered by the Committee for their recommendation before being acted upon by the parties to this Agreement.

(b) The Committee may establish or authorize a Joint Subcommittee to be similarly constituted and selected for authorized training programs other than apprentice training programs.

Section 5.04. (a) In order to provide diversity of training or work opportunities, the Committee shall have full authority to transfer apprentices from one job or Employer to another. All transfers and assignments for work shall be issued by the Committee and the referral office be so notified.

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

Section 5.05. All apprentices must enter the program through the Committee. An apprentice may be removed from training at any period of apprenticeship for violation of Committee rules and policies. Such removal by the Committee cancels the classification of apprentice and the opportunity to continue on the job training (OJT) or classroom training.

Section 5.06. There shall be a minimum of six periods of apprenticeship. The first two periods, consisting of one-thousand OJT hours each and satisfactory completion of the first year of related classroom training, shall constitute the probationary period. Successive periods will require the minimum hours OJT and an additional year of related classroom training. The six periods are as follows:

Six Periods	OJT Hours	Related Training
1	0-1000	Satisfactory Progress
2	1000-2000	1st Year School Completed
3	2000-3500	2nd Year School Completed
4	3500-5000	3rd Year School Completed
5	5000-6500	4th Year School Completed
6	6500-8000	5th Year School Completed

Section 5.07. The Committee is authorized to and shall indenture sufficient new apprentices to provide for the availability of a total number of apprentices in the training area not to exceed a ratio of one apprentice to three Journeyman Wireman who are normally employed under the terms of this Agreement.

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

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

RATIO

1 Journeyman	1 Apprentice	1 First Year Appr.*
1 Journeyman	1 Apprentice	1 First Year Appr.
2 Journeymen	1 Apprentice	1 First Year Appr.
3 Journeymen	1 Apprentice	1 First Year Appr.
4 Journeymen	2 Apprentices	1 First Year Appr.
4 Journeymen	2 Apprentices	2 First Year Appr's.
etc.		

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

The first person on a job shall be a Journeyman.

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

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

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

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

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

The hours worked as an unindentured shall not be credited toward apprenticeship should they later be selected for apprenticeship. Only indentured apprentices shall attend or participate in related training activities. An individual shall not be employed as an unindentured for more than 2000 hours cumulative.

The only benefit plans in which first year apprentices and unindentured must participate are local health and welfare plans.

Section 5.08 An Apprentice is to be under the supervision of a Journeyman Wireman at all times, Journeymen are not required to constantly watch the apprentice, but are to lay out the work required and permit the apprentice to perform the work on his/her own. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice. Only a sixth period apprentice shall be permitted to work alone on any job without supervision of a Journeyman Wireman.

Section 5.09. The parties to this Agreement shall be bound by the Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended. ERISA and other applicable regulations.

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

Section 5.10. All Employers subject to the terms of this Agreement shall contribute thirty five cents (\$.35) for each hour worked by journeymen and apprentices above the 2nd period. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Employees Benefit Agreement.

Section 5.11. Employers delinquent in this payment for 30 days or more shall have all apprentices removed from his employ until full payment is received.

ARTICLE VI

Fringe Benefits

Section 6.01. It is agreed that in accord with the National Employees Benefit Agreement entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, that unless authorized otherwise by the National Employees Benefit Board, the individual Employer will forward monthly to the designated Local Secretary-Treasurer an amount equal to 3% of his gross monthly labor payroll, which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the National Board.

The payment shall be made by check or draft and shall constitute a debt due and owing to the National Board on the last day of each calendar month, which may be recovered by suit initiated by the National Board or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local Secretary-Treasurer not later than fifteen (15) calendar days following the end of each calendar month.

Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' 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 Secretary-Treasurer.

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

Section 6.02. The individual Employer shall contribute and forward monthly to the Local Union No. 724 Health Care Plan three dollars and eighty cents (\$3.80) per hour for each hour employees work for the Employer in the jurisdiction of Local Union No. 724, which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month.

Section 6.03. The individual Employer shall deduct and forward monthly to the Local Union No. 724 Savings Fund (at the option of the employee), one dollar (\$1.00) per hour for each hour employees work for the Employer in the jurisdiction of Local Union No. 724, which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month.

Section 6.04. The individual Employer shall contribute and forward monthly to the Local Union No. 724 Annuity Fund one dollar and twenty five cents (\$1.25) per hour for each hour Journeyman Wireman work for the Employer in the jurisdiction of Local Union No. 724, which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer shall contribute and forward monthly to the Local Union No. 724 Annuity Fund eighty cents (\$.80) per hour for each hour Apprentices work for the Employer in the jurisdiction of Local Union No. 724, which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month.

Section 6.05 The individual Employer shall contribute and forward monthly to the Local Union No. 724 Pension Fund two dollars and twenty five cents (\$2.25) per hour for each hour Journeyman Wireman and Apprentices work for the Employer in the jurisdiction of Local Union No. 724. Effective August 1, 1997 the Employer shall contribute one dollar and twenty five cents (\$1.25) per hour for each hours an Apprentice works in the jurisdiction of Local Union No. 724. The payment and payroll report shall be mailed to reach the Trustees or their designated agent no later than fifteen (15) calendar days following the end of each calendar month.

Section 6.06. Individual Employers who fail to remit as provided in Sections 6.02 and 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. The failure of an Individual Employer to comply with the provisions of Sections 6.01, 6.02, 6.03, 6.04, 6.05, 6.08 and 6.09 shall also constitute a breach of this Labor Agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement and delinquent contributions to such funds which have resulted from the violation.

Section 6.08. The Trustees of the funds have entered into an agreement with the Union that for the purposes of administering the Trusts, the Union shall be considered an Employer for the purposes of contributing to the Trusted Funds on all full time employees of the Union.

Section 6.09. The Employer shall also make contributions to the Local Union No. 724, I.B.E.W. Welfare and Pension Fund for any member of Local Union No. 724, I.B.E.W. (employee) for whom

he elects to contribute and on whose behalf the Fund Trustees agree to accept contributions subject to terms and conditions agreed upon by Employer and Trustees.

Section 6.10. The Association, and the employers bound by the terms of this collective-bargaining agreement, shall be bound by the terms and conditions of the agreements and declarations of trust, and applicable amendments, establishing the respective trust funds referred to herein.

Section 6.11. Notwithstanding any other provision contained in this Agreement, the parties agree that any Employer who becomes delinquent in making payments to the respective trust funds shall be liable for the amount of delinquent contributions plus interest on the delinquent amount at the rate of twelve percent (12%) per annum, and collection expenses, including but not limited to legal and audit fees incurred to obtain or ascertain the amount of delinquencies.

Section 6.12. Employer shall (1) submit to Trustees of such Funds on forms designated by Trustees an initial list of employer's employees setting out such data as Trustees may reasonably require and shall accompany each contribution with a list of the employees on which it is computed; and (2) promptly submit to Trustees of the respective Funds on demand (a) complete personnel and payroll records covering its employees so far as reasonably necessary in administering these trust funds, and for no other purpose, or (b) such reports as Trustees, in their discretion, reasonably deem necessary or desirable to proper administration of such trust funds, and such Trustees shall have authority to inspect and audit at any time those Employer records pertinent to any aspect of trust agreements and their administration. Trustees shall have authority to audit an Employer who is more than thirty (30) days delinquent in his reports and contributions at a charge to such delinquent Employer not to exceed one hundred dollars (\$100.00) per day for such auditor's expense, and on seven days advance notice to such Employer.

Section 6.13. The parties agree to participate in the Capital Region Labor Management Coordination Committee, or its successor, which is established under the authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 USC S175(a) and S302(c) 9 of the Taft-Hartley Act, 29 USC S186 (c) 9. The permissible purposes of this committee include the following:

- 1) To improve communications between representatives of Labor and Management;

- 2) To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the construction industry;
- 5) To enhance the involvement of workers in making decisions that effect their working lives;
- 6) To encourage free collective bargaining by establishing the continuing mechanisms for communication between Employers and their Employees through federal assistance to the formation and apprising of labor management committees; and
- 7) To do any and all other acts and things and exercise any and all other rights and powers which may be necessary, incidental or expedient in the accomplishment of any of the above purposes.

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

The Employer's party to this collective bargaining agreement shall contribute ten cents (.10c) per hours worked under this Agreement on a monthly basis with checks payable to the Capital Region Labor Management Coordination Committee, due on or before the fifteenth (15) day of the following month.

Section 6.14. 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. & 186(c)(9). The purposes of this Fund include the following:

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

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

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

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

(5) to sponsor programs which improve job security, enhance economic and community development, and promote 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 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 6.15. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 6.16. Each employer shall contribute one cent (1c) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Albany Chapter, NECA, or its designee, shall be the collection agent for this Fund.

6.18 2070
Section 6.17. 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 (\$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. 1270

6.19
Section 6.18 Failure to timely pay wages or fringe benefits shall, result in the removal of all or a portion of the electricians in the contractor's employ without first submitting the dispute to the grievance and arbitration provisions of this Agreement. Fringe benefits shall be paid monthly and the payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month. Individual employers who fail to remit contributions in the manner prescribed above shall then be required to submit their contributions on a weekly basis. One of the options of the Union for failure to pay fringe benefits shall be that when a contractor is delinquent one week, the employer will not be able to hire any new employees. Then the delinquency reaches the second week, 10% of the workforce will be notified to cease their employment with the employer due to delinquencies. The workers to be removed will be apprentices first and then journeymen, based on last hired, first to be removed. With each additional week that the delinquency continues, an additional 10% of workforce shall be removed. Before any removal of personnel occurs, the Union Shall give the employer 72 hours notice.

ARTICLE VII

Industry Fund

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

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

ARTICLE VIII

Safety

Section 8.01. There shall be a Joint Safety Committee consisting of three members representing the Employer and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State laws. Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

Section 8.02. It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

Section 8.03. Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

Section 8.04. Two Journeymen shall work together on all energized circuits of 440 Volts AC or 250 DC, or respective higher voltages. Journeymen shall be used in assisting a Journeyman Wireman while splicing cable.

Journeymen shall not work off a ladder, scaffold or boatswain chair, in an isolated area, unless accompanied by another journeyman or an apprentice.

Section 8.05. Journeyman Wireman, while splicing cable, shall not be required to work on wires or cables when the difference in potentials is over 200 Volts between any two conductors or between any conductor or ground, unless assisted by one Journeyman. In no case shall Journeyman Wireman, while splicing cable, be required to work on energized cables carrying in excess of 480 Volt circuits.

Section 8.06. No employees shall be compelled to use a powder actuated tool. Only qualified employees shall be permitted to use powder actuated tools.

Section 8.07. The Employer shall furnish hard hats when such are required and shall also furnish proper individual protective gear to workmen engaged in burning and welding operations. It shall be the responsibility of the employee to wear the hard hat. Failure to wear the hard hat may be reason for dismissal.

Section 8.08. The safe work practices that are in effect on utility company property which are more stringent than those in the Agreement shall apply to work which is performed on that property under the terms of this Agreement.

Section 8.09. It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

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.

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

SIGNED FOR THE EMPLOYER.

Albany Electrical Contractors Association, Inc.
(Albany Chapter, National Electrical Contractors Association)

Donald Hart
Donald Hart

SIGNED FOR THE UNION

Local Union No. 724, International Brotherhood
of Electrical Workers

Harold J. Joyce

Donald W. Lahn

Philip J. Laucfal

