INSIDE CONSTRUCTION

Agreement by and between Northern New York Chapter of the National Electrical Contractors Association (NECA)] and Local Union No. 910, IBEW.

It shall apply to <u>all firms</u> who sign a <u>Letter of Assent</u> to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term [Chapter] shall mean the Northern New York Chapter of NECA and the term "Union" shall mean Local Union No. 910, IBEW.

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

INSIDE AGREEMENT

Entered into the 1st day of July, 2000 between the Northern New York Chapter of NECA, hereinafter called the "Employer", and Local Union # 910 of the International Brotherhood of Electrical Workers, hereinafter called the "Union".

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 with 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
COUNCIL ON INDUSTRIAL RELATIONS
Effective Date - Changes - Grievances - Disputes

Section 1.01.

This Agreement shall take effect April 1, 2023, and shall remain in effect until March 31, 2027, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from April 1 through March 31. of each year, unless changed or terminated in the way later provided herein.

Section 1.02.

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

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

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

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

Section 1.03.

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the I.B.E.W. for approval, the same as 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. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06.

All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 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.

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.

Members of the Union, except those meeting the requirements of "Employer", as defined herein, shall not contract for any electrical work. The Union shall not furnish any members to any organization or firm not recognized as an electrical contractor.

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.

(a) 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 permanent place of business and a suitable financial status to meet payroll requirements. A Contractor must have a telephone in the name of the firm separate and apart from a residence phone within the territorial jurisdiction of Local 910. An Employer must employ at least one journeyman at all times when work is to be performed in the jurisdiction of Local Union 910 and he must also set up a payroll account with a reputable bank within the territorial jurisdiction of Local Union No. 910.

(b) Employers shall be required to carry insurance under the Workmen's Compensation Act, also Contractors Public Liability Insurance, the minimum to be not less than One Million Dollars ($1,000,000.00) aggregate an automobile public liability and property damage insurance, the minimum coverage to be not less than Five Hundred Thousand ($500,000.00) and One Hundred Thousand dollars ($100,000.00) each accident.

(c) Certificates from an Insurance Company showing such insurance is carried, together with the expiration dates of such insurance, must be furnished to the Union by the Employer. There shall be a fifteen-day (15) written notice of cancellation clause for above coverage.

(d) Further to qualify as an Employer, after the first journeyman has been hired, a firm must have in a full time managerial capacity, at least one person qualified by virtue of experience and knowledge to manage the electrical construction department. Such manager shall not perform manual electrical work except as permitted for members of a firm in Article II,

(e) The employer agrees to comply with all laws of the State, Counties and Communities in which it operates. If an electrical contractor's license is required, such licenses must be held by the signatory party, or a person engaged in the day-to-day operation of the business

Section 2.04.

(a) One member of a firm (Employer) may perform electrical work covered by the terms of this Agreement on any electrical project in the aggregate of ($100,000.00).

(b) On any electrical project over ($100,000) this firm member shall not be allowed to work except in the case of emergency limited to a breakdown or interruption of electrical service, when the firm member (Employer) may perform repair work in connection therewith not to exceed two (2) hours in any such case. Any member of a firm who violates this provision, and the Business Manager and Employer cannot reach agreement, shall be disposed of as provided in Article I, Sections 1.06, 1.07, 1.08, and 1.09 of Agreement.

(c) No member of a firm shall be a Job Foreman**.**

(d) Contractor to submit award bid on any electrical project on request of the Business Manager of the Local Union.

Section 2.05.

The Employer shall provide on all jobs and in the shop a suitable place for the keeping or storage of workmen's necessary tools and clothing. In case of fire on the job, the employer shall settle the fire loss for the benefit of himself and his employees. In event that burglary occurs on the job by breaking and entering these storage facilities, and the employees personal tools are stolen or destroyed by vandalism, the Employer agrees to reimburse each employee for the present value of his stolen or damaged tools, but in no case is the compensation to any employee to exceed ($450.00), (Provided an inventory of workman's tools has been provided prior to any loss). The workman placed in charge will be held responsible for keeping the place locked at all times.

Section 2.06.

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.

Section 2.07.

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, and he shall also carry New York State Disability Insurance and make contributions to the New York State Unemployment Commission and such other protective insurance's as may become required by the Laws of this State.

Section 2.08.

(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 or 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 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.

(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 accountants' and attorneys' fees incurred by the Union and/or fund trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

Section 2.09.

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

Section 2.10.

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

Section 2.11.

This Agreement does not deny the right of the Union or its representative to render assistance to other Labor Organizations by the removal of its members from jobs when the Union or its proper representatives decide to do so, but no removal shall take place until a forty-eight (48) hour notice is first given to the Employer involved.

Section 2.12.

When such removal takes place. The Union or its representative shall direct the workmen on such jobs to carefully put away all tools, material, 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 2.13.

Stewards. The Employer recognizes the Union's right to appoint a steward on any job or at any shop where workmen are employed under the terms of this Agreement. Such stewards shall be allowed sufficient time to see that the terms and conditions of this Agreement are observed at this shop or on his job. No Employer shall discriminate against any steward because of his faithful performance of duties. The Employer shall not discharge a steward before contacting the Business Manager. On a construction site where (10) or more workmen are employed, if overtime is to be worked, the stewards must be notified at least (4) hours previous to such time worked.

Section 2.14.

If the stewards' acts are objectionable, his case shall be referred to the Business Manager. If the Business Manager and Employer cannot reach an agreement, the steward's case shall be disposed of as provided in Article I, Sections 1.06, 1.07, 1.08, and 1.09 of the Agreement.

Section 2.15.

Foreman or workmen designated by Employer will be held responsible for tools, equipment and material on the job, provided the Employer furnishes the necessary lockers, tool boxes or other safe place for storage.

Section 2.16.

Workmen shall install all electrical work in a safe and workmen-like manner and in accordance with applicable code and contract specifications.

Section 2.17.

A journeyman 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 order 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 responsibility for the enforcement of this provision.

Section 2.18.

The representative of the Union shall not be denied access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

Section 2.19.

The Business Manager of the Union shall be allowed to examine Employer's time and payroll records pertaining to Local 910 I.B.E.W. on man hours worked on jobs in the interest of the Union at reasonable times, during regular office hours.

Section 2.20.

The Employer and the Union agree there shall be no discrimination in employment because of sex, race, creed, color or national origin.

Section 2.21.

Employers engaged in Joint-Venture jobs shall be considered as a new and separate individual employer, with all rights herein as applied to an individual participating employer.

Section 2.22.

There shall be no transfer of workmen between a joint venture and any or all of the employers comprising the joint venture.

Section 2.23.

(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 including safe work practices and/or safety regulations.

(b) 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 of the effective date of this agreement whichever is later.

Section 2.25.

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 of 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 2.26

The employer shall have the right to call Foreman by name provided:

(a) The employee has not quit his previous employer within the past two weeks.

(b) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said foreman provided the name appears on the highest priority group.

(c) When an employee is called as a foreman he must remain as a foreman for 240 hours or must receive a reduction in force.

Section 2.27.

The Employer (and any of their employees) shall not discuss employment opportunities with any (other Member(s) whether unemployed or not) unless first cleared through the Business Manager or his designee.

Section 2.28.

Each Journeyman working in the jurisdiction of Local Union #910, for the betterment of the industry, shall avail himself for educational programs as scheduled by the JATC at least once per calendar year. Certification and records of program participation and compliance shall become part of the employee's permanent record. In addition, educational certifications are to be forwarded to the contractor upon referral, when requested.

ARTICLE III
HOURS - WAGES - WORKING CONDITIONS

Section 3.01.

(a) Eight (8) consecutive hours worked between the hours of 7:00 A.M. and 4:30 P.M. with 1/2 hour for a lunch period, shall constitute a work day. Forty hours within five (5) days Monday through Friday inclusive shall constitute the workweek. There will be a 15-minute break during the first half of any shift. By request of the contractor, with permission of the Business Manager or his staff, if the project has extenuating circumstances the work day may start at 6:00A.M.

(b) The Employer, with twenty-four (24) hours prior notice to the Union may institute a work schedule on a job-wide basis consisting of the following: Ten (10) hours worked between the hours of 7:00 A.M. to 12:00 noon and 12:30 P.M. to 5:30 P.M. with 1/2 hour for a lunch period shall constitute a work day. Forty (40) hours within four (4) days, Monday through Thursday or Tuesday through Friday inclusive shall constitute a workweek. If inclement weather cancels work on any of the Monday - Thursday work days Friday shall constitute a make-up work day at the regular rate of pay. At the employee's discretion, if a recognized holiday falls during the work week either Monday or Friday shall constitute a make-up work day at the regular straight time rate of pay. There will be a fifteen (15) minute break during the first half of any shift.

(c) No job is allowed to work a combination of (a) or (b).

(d) When workmen are obliged to work longer than ten (10) hours per day, an additional break not to exceed fifteen (15) minutes shall be allowed during the second half of the day. When the work day exceeds twelve (12) hours workmen will be allowed time for a second meal break not to exceed one half (1/2) hour.

Section 3.02.

(a) The following will be paid at one and one half (11/2) times the straight time rate of pay: **All** hours worked before or after the work day as outlined in Section 3.01(a) and 3.01(b); All hours worked on Friday when working under conditions of Section 3.01(b); All hours worked on Saturday.

(b) All work performed on Sundays and the following Holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at double the straight time rate of pay. If one of those holidays falls on Sunday, - and if the following Monday is recognized as a National Holiday and if work is performed on this day, it shall be paid at double the straight time rate of pay. If one of these holidays falls on Saturday it shall be celebrated only on this day.

<u>Section 3.03</u>.

If an employee has four (4) consecutive hours either between the opening of the polls and the beginning of his working shift, or between the end of his working shift and the closing of the polls, he shall be deemed to have sufficient time outside his working hours within which to vote. If he has less than four (4) consecutive hours he may take off so much working time as will when added to his voting time outside his working hours enable him to vote, but not more than two (2) hours, of which shall be without pay provided that he shall be allowed time off for voting only at the beginning or end of his working shift, as the employer may designate, unless otherwise mutually agreed.

<u>Section 3.04</u>.

Workmen, when laid off, shall be paid immediately all wages due and allowed (1) hour time to gather their tools and personal belongings.

Workmen, when discharged, shall be paid immediately all wages due and allowed (½) hour time to gather their tools and personal belongings.

Any man reporting to work and being laid off before starting to work shall receive not less than two hours wages in order to gather his tools and personal belongings, and shall be paid off in full immediately.

In the event the employee is not paid off, waiting time at the regular time shall be charged until payment is made, not to exceed (8) hours regular wages per (24) hour period. Reporting time and pick-up time will not be paid to any employee laid off who was absent the preceding work day.

If a worker quits, their pay will be mailed the next regular payday.

Discharge/layoff slips are to be completely filled out by the employer and given to the terminated employee at the time of separation. Additional copies will be sent immediately to IBEW Local 910 and Northern New York NECA.

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

Effective April 1, 2026 (Inside Construction Agreement)

Classification	Base	H&W	Pension	Annuity	NEBF 3%	NLMCC	LMCC	JATC 2.75%	AMF
Journeyman Wireman	$45.00	$13.53	$9.75	$3.70	$1.35	$0.01	$0.10	$1.24	$0.30
Journeyman Tech	$45.00	$13.53	$9.75	$3.70	$1.35	$0.01	$0.10	$1.24	$0.30
Foreman (10%)	$49.50	$13.53	$9.75	$3.70	$1.49	$0.01	$0.10	$1.36	$0.30
General Foreman (15%)	$51.75	$13.53	$9.75	$3.70	$1.55	$0.01	$0.10	$1.42	$0.30

Apprenticeship Wireman

Classification: Apprenticeship Wireman	Base	H&W	Pension	Annuity	NEBF 3%	NLMCC	LMCC	JATC 2.75%	AMF
1st Period (45%)	$20.25	$12.57	N/A	N/A	$0.61	$0.01	$0.10	$0.56	$0.30
2nd Period (50%)	$22.50	$12.57	N/A	N/A	$0.68	$0.01	$0.10	$0.62	$0.30
3rd Period (55%)	$24.75	$13.53	$9.75	$3.70	$0.74	$0.01	$0.10	$0.68	$0.30
4th Period (60%)	$27.00	$13.53	$9.75	$3.70	$0.81	$0.01	$0.10	$0.74	$0.30
5th Period (70%)	$31.50	$13.53	$9.75	$3.70	$0.95	$0.01	$0.10	$0.87	$0.30
6th Period (80%)	$36.00	$13.53	$9.75	$3.70	$1.08	$0.01	$0.10	$0.99	$0.30

Working dues (assessment) — 4 ½ % of gross weekly wage — employee deduction.

Journeyman Welder - $2.00 per hour over Journeyman Wireman's rate. To qualify for welders rate one must have welded a minimum 2 hours during the shift, the Journeyman will get welders pay for entire shift.

Section 3.06.

Whenever a new employee is referred, the union shall fax or email an employee data sheet to the contractor that includes their classification, rate of pay, last four (4) digits of social security number, address, email address, and phone number.

Section 3.07.

Wages shall be paid weekly in legal tender not later than quitting time on Friday, and not more than five (5) days wages may be withheld at that time. In the event the employee is not paid, waiting time at the regular time shall be charged until payment is made, not to exceed (8) hours regular wages per (24) hour period. Wages shall be paid by cash, check or electronic transfer. When employees do not choose to be paid by electronic transfer the employer may mail the check to the Employee's home address provided it is postmarked on the normal pay day. Regardless of method of payment the employee will receive a detailed paystub, employees who are paid electronically may receive paystub via e-mail.

Section 3.08.

On jobs where there may be extenuating circumstances where the application of this Agreement would cause an undue hardship to the customer or the Industry any employer interested in the job may apply for relief to the Labor Management Committee for an exception to that part of the Agreement causing such hardship before the submission of bids on that particular job. All employers will be notified of the decision of the Labor Management Committee.

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 by-laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3.10.

All work performed underground; such as tunnels and mine shafts, an additional dollar and a half ($1.50) per hour shall be paid in all above classifications. The above paragraph excludes manholes and walkway tunnels between buildings. When it is necessary for workers to perform work at a height of thirty-five (35) feet or more on scaffolds, ladders, towers, steeples, bridges, structural steel, or from mechanical lifts at a height over sixty-five (65) feet an additional dollar and a half ($1.50) per hour shall be paid in all classifications.

Section 3.11.

When men are directed to report to a job and do not start work due to weather conditions, lack of materials, or other causes beyond their control, they shall receive two (2) hours pay unless notified one (1) hour before the beginning of the established starting time of the shift. If the workmen begin work and are sent home through no fault of their own they shall be paid for actual time worked plus two (2) hours, not to exceed a maximum of 4 hours total.

Section 3.12.

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

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

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

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

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

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.

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

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

Section 3.13.

(a) The Employer shall furnish the following tools:

Saws - Auger bits
Hack Saw Blades - Twist Drills
Flashlight Batteries - Safe Ladders
Hard hats - Liners, if hard hat job
Block & Tackle - Dies
Rubber Goods - Chain Wrenches
Rain Gear – Rain hats, Raincoats, Rain Pants, Rubber Boots
Pipe Benders - Tapes over 25'
Necessary protective goods for Welders
Vice & Benches

Electric Gauges
Meters – Fish Tapes
Pipe wrenches over 14"
All Power-Driven Tools

Employers shall furnish on jobs over four men fresh drinking water daily, and during the months of May through September, ice water.

Employers shall furnish on jobs over four men fresh drinking water daily, and during the months of May through September, ice water.

(b) Employees will be issued hard hats, safety glasses, and side shields, to keep where required by the Employer. Employee to use same on future jobs in the jurisdiction. In order to get replacements because of wear or damage, it will be necessary for the employees to turn in the old hard hat, safety glasses, or side shields. Employer to keep a record of items above for future reference. Foreman or supervisory personnel may be issued white hard hats.

c)Journeyman and Apprentices shall provide themselves with the following tools:

1 Voltage/ohm meter with readable scale
1 Cutting plier
1 Longnose Plier
1 large screwdriver
1 small screwdriver
1 medium screwdriver
1 stubby screwdriver
1 holdeze screwdriver
1 Phillips screwdriver
1 plum-bob - 1 center punch
1 claw hammer
1 set Allen wrenches to 3/8
1 10" adjustable open end wrench
1 M.C. cable cutter (roto splitter)
1 hacksaw frame
1 pocket knife
1 keyhole saw
1 Torpedo level
1 flashlight and fuse puller
1 Copy of Underwriter Code
1 6' folding rule or up to a 15' tape
1 pair diagonal cutting pliers
1 Sta-Kon plier
2 sets of channel locks

1 belt and pouch
1 tool box or tote tray
1 Utility Knife
NEC Codebook
Tape Measure up to 25'

(d) Employees will be required to wear-safety shoes, or steel toed safety shoes where required.

Section 3.14.

(a) When the Employer sets up temporary headquarters on the job and requests workmen to report to the job, the Employer must provide a suitable room or construction shack on the job for the storage of workmen's tools and clothing as well as a reasonably warm and dry place for workmen to eat. When twenty (20) or more workmen are employed on a project, the Employer must provide an eating place separate and apart from locker rooms, tools cribs and other trades.

(b) If the Employer decides to set up headquarters on the job, the Employer must arrange to pay workmen on the job during working hours, however, if the workman is absent from work on pay day, he shall pick up his pay on his own time.

(c) If an employee is "called-out" from home, whether to return to his normal job or to go to another, after his/her normal workday ended shall be paid at a rate of one and one-half times the normal rate from the time the employee leaves his/her home until the time reasonably required to complete the job duties and return home. Employees shall receive no less than two hours at such rate for each time they are "called-out".

(d) On work outside the jurisdiction of the Union the Employer shall furnish transportation, board, and all other necessary expenses. The employee shall have the right to refuse to travel outside the jurisdiction. When so elected by the employee, refusing work outside the jurisdiction shall not constitute a quit.

Section 3.15.

In an emergency a workmen may use his automobile or other vehicle for the Employer's service, provided the Employee is paid for such use at the rate per mile prescribed by the Internal Revenue Service at the time the employee used his or her personal transportation, and provided further, that no workman shall be required to furnish his automobile unless he consents thereto.

Section 3.16.

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

Section 3.17. Foreman - Crew Makeup

5 Workers one is Foreman
12 Workers Max. per Foreman
13 Workers add 2nd Foreman one to be General Foreman
24 Workers I General Foreman and 2 Foreman
52 Workers 2nd General Foreman

Any job exceeding 1,500 man-hours working time will require a Foreman.

Section 3.18.

A Foreman shall be able to supervise more than one job but not more than six (6) workers combined on not over four (4) jobs.

Section 3.19.

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 3.20.

Prefabrication of electrical material, except standard catalogue items, shall be performed by workmen under the terms of this Collective Bargaining Agreement. Standard catalogue items do not include items made to special specifications of the Employer or customer. All prefab work that is to be installed on "Prevailing Rate Jobs" shall be performed by only Journeyman and apprentices in the proper ratio as spelled out in Article 220 of the NY State Labor Law.

Section 3.21.

SAFETY

On all energized circuits or equipment carrying 440 volts A.C. or 250 volts D.C. or over, as a safety measure, two (2) or more Journeyman must work together. This requirement applies also to de-energized circuits except where there is no possibility of such circuit being energized while work on the circuit is in process. When working on energized circuits (or equipment) as allowed by OSHA, proper personal protective equipment (PPE) shall be supplied by the Employer and utilized by the employee in the prescribed manner.

Section 3.22.

TEMPORARY LIGHT AND POWER

The installation, maintenance, connecting and repairing of all wiring for temporary lighting, heat or power shall be done by workmen under the terms of this Agreement when such system is under the control of an employer signatory to this Agreement.

<u>Section 3.23</u>.

No material or equipment belonging to the Contractor or owner shall be removed from any job or project without consent of the same. Violations of this section is cause for immediate dismissal.

<u>Section 3.24.</u>

When necessary to perform alteration and/or renovation work and occupied conditions prevent the work from being performed during normal working hours, the work hours may be varied to meet these conditions. Whenever only two shifts are necessary or required the second shift shall receive a ten percent (10%) premium added to the straight time hourly rate and there shall be no paid lunch ½ hour.

<u>Section 3.25.</u>

In recognition of the inherent safety hazards associated with the electrical construction industry, NECA and the IBEW agree all employees covered under the terms of this agreement **<u>shall</u>** have an OSHA 10 card at minimum.

ARTICLE IV
REFERRAL PROCEDURE

<u>Section 4.01.</u>

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 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.

<u>Section 4.02.</u>

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

<u>Section 4.03.</u>

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

<u>Section 4.04.</u>

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 accordance 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 in the trade for a period of at least one year in the past four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

GROUP II. All applicants for employment who have four or more years' experience in the trade an 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 geographical area covered by the collective bargaining agreement.

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

Section 4.06.

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

Section 4.07.

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

Section 4.08.

"Normal construction 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.

JEFFERSON, LEWIS, ST. LAWRENCE, FRANKLIN, CLINTON, & ESSEX COUNTIES OF NEW YORK STATE

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

Section 4.09.

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

Section 4.10.

"Examinations" -- An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by 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 re-registration, be restored to his appropriate place within his Group.

Section 4.14.

(a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I, in 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 too 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.

(b) An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

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 overage reference can be made.

Section 4.16.

An appeal 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 Appeal 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 4.14 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 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 those in GROUP 1.

(b) Paragraph (a) will not apply as long as the special skill 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
STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE

Section 5.01.

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

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

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

Section 5.02.

All JATC member appointments, reappointment and acceptance of appointments shall be in writing. Each member shall be appointed for a three- (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with, one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent of they voluntarily resign. All vacancies shall be filled immediately.

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

Section 5.03.

An issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve/as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement/except for trust fund matter/which shall be resolved as stipulated in the local trust instrument.

Section 5.04.

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

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

Section 5.05.

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

Section 5.06.

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

Section 5.07.

All apprentices shall enter a program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

Section 5.08.

The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09.

Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10.

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

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

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

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

Section 5.11.

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

Section 5.12.

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

Number of Journeyman	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

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

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13.

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

Apprentices who have satisfactorily completed the first four (4) years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14.

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

Section 5.15.

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

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

Section 5.16.

All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is 2.75% of gross wage. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI
FRINGE BENEFITS

NEBF:

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.

Section 6.02.

The Employer agrees to contribute monthly to the I.B.E.W. Local 910 Pension Fund, 25001 Water St., Watertown, New York, the sum of (see Section 3.05 in Agreement) per hour for each hour worked by each present and future employee on such forms, as prescribed by said Fund.

Section 6.03.

The Employer agrees to contribute monthly to the I.B.E.W. Local 910 Annuity Fund, 25001 Water St., Watertown, New York, the sum of (see Section 3.05 in Agreement) per hour for each hour worked by each present and future employee on such forms, as prescribed by said Fund.

Section 6.04.

The Employer agrees to contribute monthly to the I.B.E.W. Local 910 Health & Welfare Fund, 25001 Water St., Watertown, New York, the sum of (see Section 3.05 in Agreement) per hour for each hour worked by each present and future employee on such forms, as prescribed by said Fund. In order to assure each of our members the best possible health, both parties encourage every member to get an annual physical, which can be submitted, to the Local 910 Health & Welfare.

Section 6.05.

The Welfare and Annuity Fund contribution rates set forth above are presumptive, or base, contribution rates. The actual contribution rates to these two funds shall be determined in accordance with the numbered formulas set forth below. Regardless of any modification to the presumptive contribution rates, the aggregate amount of the contribution rates to the two Funds shall remain as set forth above.

For purposes of the formulas set forth below, participants with family coverage from the Welfare Fund are considered “family participants”, participants with the individual coverage from the Welfare Fund are considered “individual participants”, and “account balance” refers to the participant’s account balance in the Welfare Fund.

The formulas will be applied as of the last day of each month and to the extent a change in contribution rates is required, the change shall apply beginning with hours worked on or after the first of the month following the month in which the change is determined to be required.

Formula 1: For family participants with an account balance equal to less than nine months of family premiums and for individual participants with an account balance equal to less than nine months of individual premiums, the Annuity Fund contribution rate is decreased, and the Welfare Fund contribution rate is increased, by an amount equal to 85% of the presumptive Annuity Fund contribution rate.

Formula 2: For family participants with an account balance equal to at least nine months but less than two years of family premiums and for individual participants with an account balance equal to at least nine months but less than two years of individual premiums, the presumptive Welfare Fund contribution rate and the presumptive Annuity Fund contribution rate shall apply.

Formula 3: For family participants with an account balance equal to at least two years but less than four years of family premiums and for individual participants with an account balance equal to at least two years but less than four years of individual participants with an account balance equal to at least two years but less than four years of individual premiums, the Annuity Fund contribution is increased, and the Welfare Fund contribution rate is decreased, by an amount equal to 35% of the presumptive Welfare Fund contribution rate.

Formula 4: For family participants with an account balance equal to at least four years of family premiums and for individual participants with an account balance equal to at least four years of individual premiums, the Annuity Fund contribution rate is increased, and the Welfare Fund contribution rate is decreased, by an amount equal to 85% of the presumptive Welfare Fund contribution rate.

Section 6.06.

The Employer agrees to contribute monthly to the I.B.E.W. Local 910 JATC Fund, 25001 Water St., Watertown, New York, the sum of (see Section 3.05 in Agreement) percentage of gross pay by each present and future employee on such forms, as prescribed by said Fund.

Section 6.07.

a) The Employer hereby agrees to deduct from the pay of each employee subject to this Agreement, the amount stated on the Northern Federal Credit Union or Adirondack Regional Federal Credit Union Payroll Deduction Authorization Card and deposit the entire amount weekly into the Northern Federal Credit Union, 120 Factory St., Watertown, NY 13601 or Adirondack Regional Federal Credit Union, 135 Margaret St., Plattsburgh, NY 12901, provided said employee has voluntarily agreed in writing that such a deduction may be withheld from his pay.

(b) A weekly payroll report showing employees name, social security number, and dollar amount withheld, along with the monies withheld must be remitted to the Northern Federal Credit Union or the Adirondack Regional Federal Credit Union not later than quitting time on Friday, and not more than one (1) week may be withheld at the time. A copy of these reports should also be forwarded to the Fund Office on a monthly basis.

(c) Individual employers who fail to remit regularly shall be subject to having this 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 made.

Section 6.08.

Administrative Maintenance Fund (AMF) Effective April 1, 1999, each employer signatory to this Agreement shall contribute thirty cents ($.30) per hour worked by all employees covered by this Agreement to the AMF. The fund shall be administered solely by The Northern New York Chapter of NECA and shall be utilized to pay the Association's cost of the labor contract administration including negotiations, labor relations, disputes, and grievance representation performed on behalf of the signatory employers. In addition, all other administrative functions required of management, such as service on all funds as required by federal law.

The AMF contribution will be submitted with all other benefits as delineated in the Labor Agreement by the fifteenth (15th) of the following month in which they are due and payable to Northern New York AMF, **1105 Vine Street Liverpool, NY 13088**. In the event any Employer is delinquent in submitting the required Administrative Maintenance Fund, the administrator shall have the authority to recover any funds, along with any attorney fees, court cost, interest at one percent (1%) per month and liquidate damages receiving such funds. The enforcement of the delinquent payments to the fund shall be the sole responsibility of the fund or the Chapter, not the Local Union. These monies shall not be used to the detriment of the IBEW or the Local Union.

Section 6.09.

IBEW COPE - The Employer agrees to deduct and transmit to IBEW-COPE an amount of two dollar ($2.00) per payroll period from the wages of each employee who voluntarily authorizes such contributions. Voluntary authorization cards will be provided by the employer at the time of hiring.

The transmittals shall occur monthly by separate check **made payable to IBEW-COPE** accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. The check should be sent with the monthly transmittal report to 25001 Water St., Watertown, NY. This check will be due at the same time that the fringe benefit payments are made.

Section 6.10.

All reports and contributions due to the above Funds shall be due and payable not later than fifteen (15) calendar days (except where noted otherwise) following the end of each calendar month of such work to the appropriate Fund.

Failure to make payments in the manner prescribed above shall constitute a breach of this Agreement and upon seventy-two (72) hours notice by I.B.E.W. Local 910 to any defaulting employer, this contract shall be terminated.

Section 6.11.

The Trustees of the various Funds and/or the Union may take any action necessary to compel payment of the contributions and related payments (including but not limited to interest, liquidated damages, costs, attorneys and paralegal fees and expenses), and deductions from pay (including but not limited to savings and union dues), due under this agreement, including, but not limited to, proceedings at law and in equity. It is expressly agreed herein that the Trustees and/or the Union may, at their option, proceed directly with an action at law to collect the contributions and related payments and/or deductions from pay due hereunder without exhausting the grievance-arbitration procedure.

In any case where the various Funds and/or the Union commences or participates in legal proceedings (including but not limited to arbitration, administrative agency or court proceedings) to compel payment of contributions and/or deductions due under this Agreement, and the Employer is directed to pay such contributions and/or deductions, the Funds and/or the Union shall be entitled to recover its attorney's fees, paralegal fees, costs and expenses.

Section 6.12.

The Funds shall be administered pursuant to provisions of Agreements and Declarations of Trust, and rules and regulations, including collection policies, established by the various trustees and shall be in compliance with the requirements of state and federal laws governing and regulating such trusts.

Section 6.13.

The parties to this collective bargaining agreement hereby agree that the signing of this agreement shall constitute an obligation to be bound by the terms and conditions of said Agreements and Declarations of Trusts, and the rules and regulations, including collections policies, as enacted and amended from time to time by action of the Trustees of the Funds, as if said Agreements and Declarations of Trusts, and rules and regulations, including collections policies, are fully set forth herein and made a part hereof. The requirements of any such collection policy shall supersede the provisions of this agreement. Title to all monies paid into and/or due and owing to the funds shall be vested in and remain exclusively in the Trustees of that fund; outstanding and withheld contributions constitute plan assets.

Section 6.14.

It is expressly agreed herein that the Union and/or the Trustees of the various Funds are not required to utilize the grievance-arbitration procedure set forth in this contract in an instance where they seek to compel payment of the contributions and related payments, and/or deductions from pay (including but not limited to savings and union dues), due under this collective bargaining agreement.

Section 6.15.

Title to all moneys paid into and/or due and owing to the Fringe Benefit Funds referenced in this Agreement including, but not limited the IBEW Local 910 Pension, Annuity, Welfare, and Apprentice Training Funds shall be vested in and remain exclusively in the Trustees of those Funds; outstanding and withheld contributions constitute Plan assets.

Any and all collection procedures are as determined by the Trustees of the Fringe Benefit Funds referenced above.

ARTICLE VII
NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

Section 7.01.

Each individual Employer shall contribute an amount not to exceed one per cent *(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 payrolls 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
LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 8.01.

The parties agree to participate in a 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 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 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 industry;

6) 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;

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

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

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

Section 8.02.

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 LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03.

Each employer shall contribute ten cents ($.10) per hour worked under this agreement. 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 Northern New York Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04.

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 dollars ($20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become 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 IX
NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 9.01.

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 organization effectiveness;
3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
9) to enhance the involvement of workers in making decisions that affect their working lives; and
10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 9.02.

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 9.03.

Each employer shall contribute one cent (1¢) 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 Northern New York Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04.

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 dollars ($20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become 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 X
SUBSTANCE ABUSE

Section 10.01.

The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XI
NATIONAL ELECTRICAL 401K PLAN

Section 11.01.

It is agreed that the individual Employer, in accord with the National Electrical 401(k) Plan Agreement and Trust (“Agreement and Trust”) as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers, as amended, will participate in the National Electrical 401(k) Plan (“NEFP”).

The individual Employer recognizes that applicable rules require contributions to be transmitted to a 401(k) plan as soon as they can reasonably be segregated from the general assets of the employer. The Trustees of the NEFP strongly encourage all contributing employers to regularly remit to the NEFP or its designee any and all bargaining unit employee elective deferrals within seven business days of the date when the Employer receives or withholds such employee elective deferrals. However, in recognition that some employers may be unable reasonably to segregate participant contributions from their general assets more frequently than the standard monthly processing cycle for participant contributions to pension plans, as noted in U.S. Department of Labor Field Assistance Bulletin 2003-2, all contributions must be remitted by the fifteenth (15th) of the month following the month in which the amounts would otherwise have been payable to the participant. In all events, contributions not remitted by this date shall constitute a debt due and owing to the NEFP. In making such contributions, the individual Employer shall utilize the NEFP's electronic remittance system. Further, in agreeing to participate in the NEFP, the individual Employer agrees to cooperate with the NEFP by submitting all reasonably requested documents and information necessary for the NEFP to perform all required testing of the NEFP under the tax laws.

The Chapter and/or the individual Employer, as the case may be, and the Local Union certify that no existing defined benefit plan was terminated or modified in any manner solely as a condition upon or as a result of the adoption of the NEFP. This provision does not interfere with the rights and obligations of such local plan(s)' trustees to make changes to the plan(s) pursuant to the needs of the plan(s), their fiduciary duty, and the requirements of ERISA, the Pension Protection Act, or other laws and regulations.

Inasmuch as the NEFP is intended to offer bargaining unit employees the opportunity to defer current salary into a retirement savings plan and not to replace any existing employer-funded defined benefit plan, no employer contributions will be required or accepted on behalf of individuals for hours worked under the terms of this agreement.

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

An individual Employer who fails to remit employee elective deferrals as provided above shall be subject, in addition to all remedies afforded by law or in the Agreement and Trust, to having its participating in the NEFP suspended or terminated at the discretion of the Trustees of the NEFP upon written notice to the individual Employer. An individual Employer who fails to remit as provided above shall be additionally subject to having this agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

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ARTICLE XII
CODE OF EXCELLENCE

Section 12.01.

The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XIII
GENDER LANGUAGE

Section 13.01

Whenever male gender is used in this Collective Bargaining Agreement, the female gender is also intended.

ARTICLE XIV
NEW YORK STATE PAID SICK LEAVE

Section 14.01

This agreement does not provide a comparable benefit and therefore NECA and the IBEW agree that members working under this Collective Bargaining Agreement will accrue paid sick leave in accordance with New York State Labor Law 196-b.

ARTICLE XV
PAID FAMILY LEAVE AND STATUTORY DISABILITY

Section 15.01

The parties will select an insurance carrier to provide mandated New York State Disability Benefits (DBL) that will contain a rider to mandated benefits under the New York State Paid Family Leave Act (PFL) for the bargaining unit employees covered by this collective bargaining agreement. The I.B.E.W. Local 910 and Electrical Contractors Welfare Fund (Welfare Fund) will assist the signatory employer in fulfilling its obligations under the New York State Paid Family Leave Act as solely provided herein.

The signatory employer is obligated to timely tender monthly premium charges by the 15th of the month following the end of the month in which the hours are worked (i.e., August deductions are due to the Fund by September 15th). The Welfare Fund will solely be a conduit to tender such premiums to the insurance carrier for the PFL and DBL insured benefits.

The Welfare Fund will satisfy the Welfare Fund contributions required to be paid by the signatory employer pursuant to the New York State Paid Family Act for the period of time a bargaining unit employee qualifies for the PFL benefits. However, such Welfare Fund contributions will only be satisfied by the Welfare Fund for bargaining unit employees who were eligible and enrolled in the Health Benefits coverage (single or family) offered by the Welfare Fund immediately prior to qualifying for Paid Family Leave; the bargaining unit employee having a Health Reimbursement Account balance alone with the Welfare Fund is not sufficient.

The Welfare Fund's obligation as described herein for the Welfare Fund hourly contribution does not apply for any period of time the signatory employer is delinquent to the Welfare Fund under the applicable Collection Policy, collective bargaining agreement and ERISA. The signatory employer which is delinquent in contributions to the Welfare Fund (1) is not entitled to receive from the Welfare Fund the aforementioned Welfare Fund hourly contribution even if the required delinquency payment is received; and (2) is such event the signatory employer will be responsible for any payment pursuant to the PFL.

The signatory employer remains otherwise responsible under all the applicable laws regarding DBL and PFL; such responsibility includes, but not limited to, any taxation and any claim, reporting and notice requirements related to the DBL and PFL benefits.

SEPARABILITY CLAUSE

Should any provisions 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 HAVE EXECUTED THIS AGREEMENT ON THE 1ST DAY OF APRIL 2026.

NORTHERN NEW YORK CHAPTER OF NECA	By:____________________________ Nicholas S. Oppedisano Chapter Manager
LOCAL UNION 910, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS	By:____________________________ Travis Flint Business Manager

LETTER OF UNDERSTANDING
BETWEEN THE
NORTHERN NEW YORK CHAPTER OF NECA
AND
IBEW LOCAL UNION 910

The Parties to the Inside Construction Agreement between Northern New York Chapter of NECA, and Local Union #910 IBEW, hereby agree to the following policy regarding employees receiving unemployment compensation benefits.

After forty-five (45) calendar days of employment, and with the consent of the employee, Temporary Layoffs will be permitted of no more than forty-five (45) calendar days per calendar year. When more than 20% of active local Journeymen Wiremen are unemployed the recall will be for 60 days. The employer shall notify the Union by mail when the Temporary Lay-off becomes effective, and upon the recall of the employee. When 20% of active local Journeymen Wiremen are unemployed there shall be a meeting between Local Union #910 and Northern New York Chapter of NECA for the purpose of discussing ways to equalize employment as far as practical and possible.

This provision does not apply to Apprentices, Short-call employees, and employees hired as Foreman from the out of work list. This provision applies only to Group 1 Journeyman Wireman, and those Group 1 Journeymen shall register on the out of work list to protect their future employment opportunities.

Any violation of this Letter of Understanding or dispute arising here under shall be resolved in accordance with the grievance and dispute procedures set forth in Article I and II of the Collective Bargaining Agreement.

This Letter shall take effect April 1, 2023, and shall continue in effect through March 31, 2027.

Should any provision of this Letter of understanding 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. The parties shall, there upon, seek to negotiate substitute provisions, which are in conformity with the applicable laws.

SIGNED FOR NORTHERN NEW YORK CHAPTEER OF NECA

Nicholas S. Oppedisano
Chapter Manager

SIGNED FOR IBEW LOCAL UNION 910

Travis Flint
Business Manager