

EMPLOYMENT PLAN

of the

WESTCHESTER/FAIRFIELD ELECTRICAL CONTRACTING

INDUSTRY

IN OPERATION AS PART OF THE COLLECTIVE BARGAINING

AGREEMENT

FOR THE INDUSTRY WITH

LOCAL UNION NO. 3, I.B.E.W.

ESTABLISHED AUGUST 1, 1999

MODIFIED NOVEMBER 2023

WESTCHESTER/FAIRFIELD EMPLOYMENT PLAN

PREAMBLE

The purpose of the Westchester-Fairfield Employment Plan is to administer a non-exclusive referral plan for the equitable distribution of employment in the "normal construction labor area" through the cooperative action of the participating Westchester/Fairfield Employers affiliated with the Joint Industry Board of the Electrical Industry and Local Union No.3 (White Plains), I.B.E.W. The Westchester/Fairfield Division, Local Union No.3 (White Plains), I.B.E.W. "Normal construction labor market" is defined to mean the following geographical area: Westchester County New York: Greenwich. Stamford. New Canaan. Darien and the portion of Norwalk lying west of the Five Mile River. in the State of Connecticut. This Employment Plan shall be administered by the Joint Industry Board as an integral part of the collective bargaining agreement between New York Electrical Contractors Association, Inc., Westchester/Fairfield Chapter-NECA and Local Union No. 3 (White Plains) I.B.E.W.

EMPLOYMENT PLAN

JOINT EMPLOYMENT PROCEDURE COMMITTEE

Section 1.01.

- a) There shall be a Westchester-Fairfield Joint Employment Committee of the Joint Industry Board comprised of three (3) Employer members, three (3) members of Local Union No.3 (White Plains) together with the Chairman of the Joint Industry Board and the Employment Director as ex officio members without the right to vote. The Committee shall be a standing committee of the Joint Industry Board, which shall have its members appointed from the New York Electrical Contractors Association, Inc., Westchester/Fairfield Division and the Local Union will appoint its members from Local Union No.3, I.B.E.W.
- b) The Committee shall meet from time to time as determined necessary by the Chairman of the Joint Industry Board by notice to the Committee members. Any two (2) members of the Committee may request the Chairman to convene such a meeting.
- c) A quorum shall consist of not less than one (1) representative of the Employers and one (1) representative of Local Union No.3 (White Plains). Those members of the Westchester-Fairfield Employment Committee attending a meeting shall be authorized to cast the full number of votes for their side.

JURISDICTION AND ADMINISTRATION

Section 1.02.

- a) The Joint Industry Board acting through the Westchester-Fairfield Joint Employment Plan Committee shall have jurisdiction in the matter of equitable referral of qualified Journeyperson electricians by members of the industry in the covered area as herein provided.
- b) The Employment Department of the Joint Industry Board shall administer the activities, records and reports of the Joint Industry Board relating to this Westchester/Fairfield Employment Plan.
- c) In furtherance of the public interest in equitable distribution of work, requests for the assignment of construction electricians or apprentices by any participating Employer can be referred to the Employment Department of the Joint Industry Board for assignment to work within the terms of and as part of the Westchester/Fairfield Employment Plan.

Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the collectively bargained Labor Agreement between the parties and the registered Apprenticeship Program.

- d) The Employment Department shall maintain a list of qualified and eligible electricians. From this list, an eligibility list shall be compiled for the purpose of job referral.
- e) Upon referral each employer and employee shall receive a computer generated referral job ticket which will include name, address, classification, social security number, deduction authorizations, issue date, report date, company name and job location. Job tickets will be emailed by the Employment Department to the Employer.
- f) Employees shall be assigned as requested to each contractor by the Employment Department from such eligibility list and such assignments shall, so far as practical, depending on the nature of the work and the qualifications and experience of the employees affected, be made in order from such list.
- g) Whenever it shall be deemed by the Westchester/Fairfield Employment Committee to be in the best interests of equal work distribution, or of most efficient performance of a particular job or type of work, the Employment Department shall, in respect to a particular job, at the request of the employer, make available from the eligibility list a force of persons in excess of the number required at one time.
- h) The Union shall make best efforts to bring in the necessary "M" persons (inclusive of MJs and M Helpers) each calendar year to satisfy the requirements of "M" Work and any approved modifications.

In the event the Employment Department of the Joint Industry Board cannot supply the manpower required, the Employer may refer new candidates to the Union, and, the Union shall use its best efforts in timely boot camping and vetting the prospective member, preparing him or her for employment. The Employment Department of the Joint Industry Board will make best efforts to refer the new candidate to the referring employer. The Bootcamp at 200 Bloomingdale Road will reopen and will be utilized whenever possible. The Long Island City Training Center may also be used for bootcamp.

- i) The Westchester/Fairfield Employment Committee of the Joint Industry Board shall devise the means for equitable referral of employment among the electricians which are fair and practical both to the Employers and to the electricians and which are consistent with the terms of the Plan.
- j) The Employment Department shall gather and maintain such statistics and information as it deems necessary to facilitate the purpose of promoting stability of employment in the industry.
- k) The Westchester-Fairfield Division Employment Committee of the Joint Industry Board shall meet monthly to discuss the “M” Division. Employers are to be part of the “M” rate determination through the “M” Division Committee.
- l) The Employment Department shall render a monthly report summarizing its work with respect to the Westchester/Fairfield Employment Plan, the results thereof, and especially showing the distribution of available work among the electricians in the covered area during the period covered by the report.
- m) Individual employers or employees with inquiries or complaints relating to work assignments shall submit their inquiry or complaints in writing to the Employment Director of the Joint Industry Board. The complaint shall be investigated, proper action taken, and the complainant informed thereof. Any appeal to the Westchester/Fairfield Employment Committee shall be in writing, within fourteen (14) days of the Employment Director's decision. The Committee shall review the appeal at its next meeting. All appeals shall be decided by majority vote of the Committee. Where an employee has a complaint against the Employment Department and the Committee does not reach a decision by majority vote, the Union shall represent the complaining employee and may file a grievance against the Employment Department with the Joint Industry Board of the Electrical Industry.

SPECIAL SKILLS

Section 1.03. Local Union No.3, International Brotherhood of Electrical Workers and the Westchester/Fairfield Division Employers, through the Joint Industry Board, agree to continue an active program of education to maintain and increase the skills and abilities of electricians and contractors wherever possible to keep abreast of the rapid developments of the industry.

- a) The Westchester-Fairfield Employment Committee of the Joint Industry Board may, in the case of specific employees on the eligibility list, request the Employment Department to prescribe further education and training of such employees in order to maintain the high average of skill and efficiency of electricians.

Such employees shall be placed on a special list from which work assignments shall be made in order for the type of work in which such employees are proficient.

- b) After such employees complete their special work assignments prescribed by the Employment Department, they shall be restored to the regular eligibility list.

FOREPERSON REQUIREMENTS

In order to become a Foreperson, a Journeyman must work as such for at least one year. In order to become a General Foreperson, a Journeyman must work as such for at least three years, plus have at least one year of experience as a Foreperson. All General Forepersons must have completed OSHA-30 and NFPA 70E. All Forepersons must have completed OSHA-10 and NFPA 70E. All General Forepersons and Forepersons must take at least one safety class each year. Each Foreperson or General Foreperson in charge of the job must submit weekly Forepersons reports to the Union. All Supervision must take the industry's Diversity Class.

Traveling Forepersons working twelve (12) weeks or longer in the jurisdiction must have the same credentials/classes as Local #3 Forepersons.

Connecticut E-2 license required for Forepersons and General Forepersons on Connecticut jobs.

FOREPERSON CALLOUT

The Westchester-Fairfield Employers shall have the right to request a Foreperson by name provided:

- a. A contractor can make a Foreperson call out only after said Journeyman has completed the requirements for Foreperson, and has been unemployed for the greater of three months or 25% of the longest wait.
- b. The employee has not quit or been fired by their previous Employer. If employed by a different employer, that employer is to be consulted before the Employment Department concedes the request.
- c. The Employer shall notify the Employment Department of the Joint Industry Board in writing of the name of the individual who is to be requested for employment as a Foreperson. During periods of unemployment a person must be on the "Available for Work list" for a period of three (3) months before

becoming eligible for Foreperson Call Out or as long as the person is on the top of the list whatever is the shortest time. Exceptions may be granted for special jobs upon request to the Employment Department.

- d. When an employee is called as a Lead Foreperson for a particular job he/she must remain and perform work as a Foreperson for 500 hours to stay with that employer or must receive a reduction in work force lay-off.
- e. Lead Foreperson, where used in this section, shall mean the individual who is designated as Foreperson and who will be responsible for the direction of the complete job, and as defined in Rule 16a Article V of the collectively bargained Agreement.
- f. Foreperson's tickets for all forepersons and general forepersons and ticket for Superintendent (as determined by employer) are required.

EMERGENCY WORK SHARING PROVISIONS

Section 1.04. The emergency work sharing provisions shall be implemented the first payroll period of the following month during periods of extreme unemployment within the industry, when the number of unemployed "A" rated Journeypersons (as reported to the regular monthly meeting of the Joint Industry Board) reaches 7.5% in the 1st month, 12.5% in the 2nd month, and 15% in the 3rd month or 7.5% in the 1st month and 12.5% for the next 3 months.

All "A" rated construction Journeypersons shall be obligated to take a furlough as prescribed during each furlough period; except that no furlough is required for a General Foreperson ("GF") if the GF was a GF for two (2) years or more. General Foreperson is defined as supervising 16 or more electricians including the GF, Forepersons and electricians. The General Foreperson is to remain in the count for "furlough eligible."

THE FURLOUGH PERIOD

Section 1.04 (a). The furlough period shall be determined by the Employment Committee based on the Employment Report submitted at the monthly Joint Industry Board meeting.

During the furlough period, the vacation program shall be suspended, except as provided in Section 1.04(b).

The furlough period in which all furloughs must be completed shall commence the first payroll period of the following month. The furlough period shall be six months (6 months).

All workforce counts are based on the number of Journeypersons who are part of the "A" rated pool working in a particular shop and subject to furlough at the beginning of the furlough period. The workforce count will exclude: all "A" rated

Journeypersons employed as superintendents, assistant superintendents, project managers, estimator, engineers, draftsman, expeditor, or office staff; any person receiving workers compensation, New York State or Connecticut Disability benefits; any person working out of jurisdiction or country permanently; any person attending college full-time; any person designated as otherwise occupied.

Commencing with the start of the furlough plan, each employer shall immediately hire:

- 12.5% of the total number of furlough eligible Journeypersons employed in their shop when unemployment is 12.5% but less than 20%, and 15% of the total number of furlough eligible Journeypersons employed in their shop when unemployment is 20% and above.
- If an employer fails to hire its required number of furlough replacement worker(s) within thirty (30) days of the start of the furlough period, that employer will then have to hire the furlough replacement worker(s) for an additional four (4) weeks for a total of thirty (30) weeks. If after the sixtieth (60) day from the start of the furlough period the employer has not hired the required number of furlough replacement worker(s), then it will have to hire the furlough replacement worker(s) for an additional eight (8) weeks for a total of thirty four (34) weeks

For those jobs requiring a specific certification (example: welder, splicer, CDL, asbestos handler, etc.), the Employer will furlough those Journeypersons as Journeypersons with similar certifications become available.

The furlough period shall be determined by a review of the number of unemployed as reported at the Joint Industry Board meeting. Unemployed shall be defined as all A-rated Journeypersons listed as readily available for employment with the Employment Department of the Joint Industry Board. Any person designated as unemployed must respond to a call from the Employment Department within 48 hours. Should they not respond within seventy-two (72) hours, they will be considered unavailable for employment.

Unemployed shall not include:

- a) Superintendents or Assistant Superintendents;
- b) Estimators, engineers, project managers or office staff;
- c) Any person receiving workers compensation, New York State or Connecticut Disability Benefits;
- d) Any person working out of jurisdiction or country permanently;
- e) Any person attending college full-time;
- f) Any person designated as otherwise occupied; and
- g) Any person on furlough.

An Employer cannot require an employee to take off more furlough time than the number of weeks set forth in the Employment Plan. If the Employer does not have work for the employee, the employee must be laid off.

FURLOUGH REQUIREMENTS

Section 1.04 (b). Furlough Requirements for a six (6) month period which will be reviewed every six (6) months. When list of unemployed equals:

Less than 12.5%

- Plan does not apply

12.5% or more but less than 15%: 3 weeks.

15% or more but less than 20%: 4 weeks.

20% and above: 5 weeks.

- 15% replacements / 5 weeks and 1 week optional.

An employee has the option to take an additional 1 week vacation and/or may take 1 weeks' vacation pay for one of the furlough weeks, however in no event can the employee take more than 1 weeks' vacation pay during a furlough period.

Shops with four (4) employees or less, their employees are not subject to the furloughs and no replacements need to be hired.

(Furlough hiring requirements can be found in Section 1.04(a)).

The Employment Department will use a slotting system for referrals.

The requirement for "A" Journeyperson's furlough time will be prorated for the days worked on any job in the prior furlough period that the Journeyperson was paid less than the collectively bargained "A" rate.

Example: "AJs" working at less than the "A" rate for 6 months during the prior furlough period will have half the furlough obligations.

A week is defined as Monday through Sunday.

All furlough weeks must be consecutive, except that Forepersons may take furlough in non-consecutive weeks but furlough must be taken within one (1) year.

General Forepersons and Forepersons in charge of a project shall have an 12-month period to complete the furlough requirement and shall not be required to take consecutive weeks.

A General Foreperson who is on a job with 15 or more employees for at least 6 months will have their furlough reduced by 1 week.

The scheduling of mandatory furloughs is executed by the Employer in compliance with the Plan.

In the event an employer is going to layoff part of their workforce, those employees that were hired as a result of this furlough plan will not be laid off until completion of 26 weeks of employment from the date of hire unless the employer lays off at least 25% of the furlough eligible Journeypersons employed at the start of the furlough period. However, an employer retains the right to lay off for cause. Furlough replacements may not be furloughed until completion of 26 weeks of employment.

Unemployment incurred in the one year before the effective date of the furlough period shall count toward furlough time and unemployment incurred in the current period shall count towards furlough time.

Anyone employed nine (9) consecutive months at the beginning of each six (6) month furlough period will be subject to furlough.

For purposes of calculating furlough time owed, partial weeks will be rounded up or down.

Holidays falling within a furlough period are to be paid in accordance with the terms of the working agreement. Journeypersons will not be required to take additional days for holidays that fall during their furlough.

Upon receipt of the "A" rate, a Journeyperson will be subject to the provisions of the Employment Plan of the Electrical Contracting Industry.

MIJs who are about to advance to the "A" rate will be offered the opportunity to work for 6 additional months on market recovery jobs at the MIJ current rates, provided they have an E-2 license.

There shall be no "look back" time for MIJs and MIJ Apprentices who top out and are placed on the employment list. Such MIJs shall be slotted in the 5th spot and continuing at 5-spot intervals. The slotting days associated with those spots shall remain with the employee(s).

Any Journeyperson not subject to any furlough at the beginning of the furlough period will be entitled to two weeks' vacation to be taken when the Journeyperson chooses, upon mutual agreement with the employer.

The "M" Journeyperson may elect to stay an "M" Journeyperson for an additional year before advancing into the "A" Division. Members working in Connecticut will stay on the unemployment list while working.

Time (days) worked in Connecticut at the CT rate does not count as employed time for "slotting" calculations. The number of days worked in CT will count as unemployed days. Example: A Journeyperson working at the CT rate in Connecticut

for 20 days will have those 20 days added to their cumulative unemployed days for determining the “slotting” position for the Journeyperson.

The requirement for Journeyperson’s furlough time will be prorated for days worked at the CT rate while working in Connecticut. Example: a member working for six (6) months at the CT rate during the prior furlough period will be furlough exempt. A member working three (3) months during the prior furlough will have half the furlough requirement obligations. All time worked to determine furlough requirements will be cumulative time worked.

Electricians receiving the Connecticut Zone Rate for at least nine (9) months will not be subject to taking a furlough and will work forty (40) hours a week at the straight time rate.

Journeypersons who lose time due to compensation or disability will be credited one day of unemployment credit for each two days of compensation or disability incurred.

REFERRAL SYSTEM

Section 1.05 (a). In the event an employee is in imminent danger of not being qualified for unemployment benefits due to the period of time he/she has been unemployed, that employee may, depending on industry conditions, be given a preference in being referred to Employment by the Employment Department.

(1) For any employee who is terminated, his/her termination slip shall indicate the record of his/her furlough(s) when this Plan is in effect. During the furlough period, any “A” Journeyperson reporting to the Employment Department for a job assignment shall be placed on the list based on a slotting system.

The Employer shall give the employee a written warning regarding the employee’s actions which may lead to termination if not corrected, unless the act is serious enough to warrant an immediate termination. A record of the warning, which shall be on a form provided by the JIB Employment Department, must be given to the employee for receipt and comment and sent to the JIB Employment Department to be included in the employee’s records.

If an employee is terminated for cause four (4) times in a twenty four (24) month period and is not referred out by the Employment Department, or if the Employment Department determines that it should not refer an individual to a job for any reason, the individual can appeal the Employment Department’s decision not to refer him or her to the Termination Employment Review Committee (TERC), which will be a Committee of the Joint Industry Board, and shall be made up of an equal number of Employer and Union representatives. The TERC will hear the appeal to determine whether there were extenuating circumstances relating to any of the terminations. The TERC shall make a

recommendation to the Employment Department whether or not the individual should be referred to a job.

This Rule does not foreclose the Union or the Employer from exercising any other rights they may have under this Agreement.

Nothing contained in this Agreement shall be construed as limiting the right of any individual Employer to discharge immediately any electrician for an act which is serious enough to warrant an immediate termination.

There shall be a sub-committee composed of two (2) employer representatives and two (2) Union representatives which shall meet on a regular basis with the Joint Industry Board and representatives of the Employment Department to review the operations of the Employment Department.

(2) All employees shall be fully transferable from job to job during his/her period of employment.

(3) At the Employer's option, any eligible employee may be designated as General Foreperson or Foreperson.

(4) Exceptions: Consideration to an Employer or Union request for exception to the terms of this Plan shall be given by the Westchester Fairfield Employment Committee of the Joint Industry Board in order to provide the economical continuation of certain classes of work which require specific persons in the performance of that work.

(5) An employer shall have the right to recall for employment any former employee that the employer has laid off in the event there is a stop work order that prevents the employee from working. All reasons for recall to be approved by Union on a case-by-case basis.

All job classifications shall be required to complete OSHA 10 and Global Harmonization courses.

The Parties to this Agreement recognized 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. I.B.E.W. Local Union No. 3 and the Westchester Fairfield Division of NECA shall implement the Code of Excellence Program.

PREFERENCE RIGHTS

Section 1.06. Electricians formerly employed by a Joint Industry Board Employer in the covered area shall have first preference to job opportunities for which they are qualified and eligible. No employee will acquire any preference rights until he/she

has been employed in the covered area by one or more of the Westchester-Fairfield Employers for at least twelve (12) months immediately prior to application for employment. Exceptions may be made by the Committee in the case of referring newly organized electricians.

DISCHARGE FOR CAUSE

Section 1.07. Nothing in this Plan, or any act, rule or decision of the Westchester-Fairfield Employment Committee of the Joint Industry Board shall be construed as limiting the right of any individual contractor to discharge immediately any electrician for inefficiency, insubordination or any other just cause.

THE ELECTRICAL CONTRACTING INDUSTRY

Section 1.08. The Electrical Contracting Industry (consisting of public spirited and civic-minded employers) recognizing the need of continual vocational training among its employees and whereas the public educational vocational training program may be curtailed due to the lack of appropriate funds, the Employers desire to be of further service to the community and in an effort to relieve the dire need, and supply the wants of vocational training, and in an effort to cooperate with the public administration, the Joint Industry Board may furnish instructors and supervise advanced training courses for electricians eligible for employment under the Westchester-Fairfield Employment Plan.

Hereby agreed to:

LOCAL UNION NO. 3, I.B.E.W.

EMPLOYERS

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