

EMPLOYMENT PLAN

of the

ELECTRICAL CONTRACTING INDUSTRY

IN OPERATION AS PART OF THE  
COLLECTIVE LABOR AGREEMENT  
FOR THE INDUSTRY WITH  
LOCAL UNION NO. 3, I.B.E.W.

Established

January 5, 1939

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AMENDED 2007 – EFFECTIVE 1/1/2008

## EMPLOYMENT PLAN

### Preamble

The purpose of this 2008 Employment Plan is to administer a plan for the equitable distribution of employment in the industry through the cooperative action of the participating Employers of the Joint Industry Board of the Electrical Industry and Local Union No. 3, I.B.E.W. This employment Plan shall be administered by the Joint Industry Board as an integral part of the collective labor agreement for the electrical industry, effective May 10, 2007.

### Employment Plan

#### Section 1 - Joint Employment Committee

a) There shall be a Joint Employment Committee of the Joint Industry Board comprised of four (4) Employer members and four (4) members of the Union 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 appoint its Employer and Union members.

b) The Committee shall meet periodically. Any two (2) members of the Committee may request the Chairman of the Joint Industry Board to convene an emergency meeting.

c) A quorum shall consist of not less than one (1) representative of the Employers and one (1) representative of the Union. Those members of the Employment Committee attending a meeting shall be authorized to cast the full number of votes for their side.

#### Section 2 - Jurisdiction

a) The Joint Industry Board acting through its Joint Employment Committee shall have jurisdiction in the matter of equitable employment of qualified journeyman electricians by members of the industry as herein provided.

b) There shall be an Employment Department of the Joint Industry Board, consisting of an Employment Director and necessary staff, that shall administer the activities, records and reports of the Joint Industry Board relating to this Employment Plan.

c) In furtherance of the public interest in equitable distribution of work, requests for construction electricians or apprentices by any participating Employer can be made to the Employment Department of the Joint Industry Board for assignment to work within the terms of and as part of the Employment Plan.

d) The Employment Department shall maintain a list of qualified and eligible journeyman electricians.

e) At the request of an Employer, Employees shall be referred by the Employment

Department from such eligibility list and such assignments shall, so far as practicable, depending on the nature of the work and the qualifications and experience of the employees affected, be made in rotation from such list.

f) The Employment Committee of the Joint Industry Board shall devise the means for equitable referral rotation of employment among the journeyman electricians which is fair and practicable for both the Employers and the Journeyman electrician and which is consistent with the terms of this plan.

g) The Employment Department shall gather and maintain such statistics and information, as directed by the committee, necessary to facilitate the purpose of promoting stability of employment in the industry.

h) The Employment Department shall render a monthly report to the committee summarizing the work of the Employment Department, the results thereof, and especially showing specific distribution of journeyman electricians during the period covered by the report.

i) Individual Employers or Employees with inquiries or complaints relating to work assignments shall submit their inquiry or complaint in writing to the Employment Director. The complaint shall be investigated, proper action taken, and the complainant informed thereof. Any appeal to the Employment Committee shall be in writing within a reasonable time from notice of the decision of the Employment Director. The Committee shall review the appeal at its next meeting. All appeals shall be decided by majority vote of the Committee.

### Section 3 - Emergency Work Sharing Provisions

During periods of extreme unemployment within the industry, when the number of unemployed A-rated journeymen (as reported to the regular monthly meeting of the Joint Industry Board) exceeds 5% of the available pool of A-rated journeymen (see Appendix A), for two consecutive months and reaches 10% in the third month the following emergency work sharing provisions of this Plan shall be implemented the first payroll period of the following month. All "A" rated construction journeymen shall be obligated to take a furlough as prescribed during each furlough period.

#### a. THE FURLOUGH PERIOD

i) The furlough period shall be determined by the Employment Committee based on the employment report submitted at the monthly Joint Industry Board meetings.

ii) During Furlough periods the Vacation Program shall be suspended, except as provided in Sub-Section c) vii.

b. The furlough period within which all furloughs are to be completed shall commence the first payroll period of the following month. The furlough period shall be one year (12 months).

The furlough period in which all furloughs are to be completed shall commence the first payroll period of the following month and will be determined as the first month.

All workforce counts are based on the number of journeypersons who are part of the “A” rated pool working in a particular shop at the beginning of each six month period.

The Employer shall immediately hire an A Rated Journeyperson for each A Rated Journeyperson furloughed, up to the specified percentage in (i) below.

During each furlough period (10 – 12 – 14 weeks) every employer must furlough the same percentage (10, 15, 20) as per section (i) below so as to have the same percentage of journeypersons on furlough as replaced (10, 15, 20%) during the period.

For those employers employing 9 A Rated Journeypersons or less they also must furlough the same percentage of their A Rated workforce as set forth above. However, they will not be required to hire any additional Journeypersons.

For those jobs that require a specific certification, the employer will furlough journeypersons as journeypersons with similar certifications are available; (example: welders, splicers, CDL, asbestos handler, etc.).

- c. The furlough period shall be determined by a review of the number of unemployed as reported at the Joint Industry Board meeting, in accordance with the following subsection (i). 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 forty - eight (48) hours. Should they not respond within seventy-two (72) hours they will be considered unavailable.

Unemployed shall not include:

- A. Superintendents or Assistant Superintendents
- B. Estimators/Engineers/Project Managers
- C. Any person receiving Workers Compensation or NYS Disability Benefits
- D. Any person working out of town or country permanently
- E. Permanent New York City Employees
- F. Any person attending college full time
- G. Any person designated as otherwise occupied
- H. Street Lighting and Traffic Maintenance
- I. Any person on a furlough

i.	When List of Unemployed Equals:	Furlough shall be:
	Less than 10% unemployed -	Plan does not apply
	10 % or more, but less than 15% -	10 weeks, 5 in each six-month period, 4 must be consecutive. 10% of their workforce subject to furlough shall immediately be furloughed for 4 weeks in the first month of the first 6-month

period and 10% of their workforce shall immediately be furloughed for 4 weeks in the first month of the second 6-month period.

15% or more, but less than 20% -

12 weeks, 6 in each six-month period, 5 must be consecutive. 15% of their workforce subject to furlough shall immediately be furloughed for 5 weeks in the first month of the first 6-month period and 15% of their workforce shall immediately be furloughed for 5 weeks in the first month of the second 6-month period.

20% or more -

14 weeks, 7 in each six-month period, 6 must be consecutive. 20% of their workforce subject to furlough shall immediately be furloughed for 6 weeks in the first month of the first 6-month period and 20% of their workforce shall immediately be furloughed for 6 weeks in the first month of the second 6-month period.

ii. Two weeks of each of the above annual furlough requirement can be taken at times agreed to between the employer and employee, when possible.

iii. In the event an employer is going to lay off part of their work force, 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 shop from the start of a furlough plan. However, an employer retains the right to lay off for cause. Furlough replacements may not be furloughed until completion of 26 weeks of employment.

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

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

vi. Any journeyman not now required to take a furlough, that has one consecutive year of employment as of the start of the furlough period, shall be required to take a partial furlough, prorated up to ½ of the number of weeks currently in effect. Two of the weeks to be taken when the journeyman chooses, upon mutual agreement with the employer, when possible.

vii. Any journeyman not subject to any furlough in a given year will be entitled to two weeks vacation to be taken when the journeyman chooses upon mutual agreement with the employer.

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

ix. Upon receipt of the “A” rate, a journeyman 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 rate of \$26.00 per hour.

x. These journeymen working on market recovery jobs will not be required to take furlough during their first full year of employment at the “A” rate of pay. Such individuals who choose this option will be slotted on the employment list as per this plan and their position will move on the list concurrently with their employment in the 6 month program. Such individuals may remain employed by their current employer at the “A” rate of pay.

xi. Effective 1/1/2007 journeymen 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 after 1/1/07.

#### SECTION 4. - REFERRAL SYSTEM

- 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 shall be given a preference in being referred to employment by the Employment Department.
- b. Unemployed journeymen will be slotted based on their employment history in the 24 months period immediately preceding their last termination date, or most recent date the journeyman was available for employment whichever is later.
  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 Journeyman reporting to the Employment Department for a job assignment shall be placed on the list of unemployed in accordance with the existing agreed upon plan.
  2. All employees shall be fully transferable from job to job during his / her period of employment.
  3. At the Employer’s option, any employee may be designated as general foreperson, foreperson, sub-foreperson or jobbing person.
  4. Exceptions - Consideration to an Employer or Union request for exception to the terms of this Plan shall be given by the 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.

#### SECTION 5 - SUPERVISION

- a. General Forepersons – A general foreperson is a Journeyman who has at least 1 foreperson and 3 sub-forepersons under his/her supervision. Those persons designated as General Forepersons shall be subject to the furlough provisions of this plan, however, their

furlough can be postponed for the duration of the job they are working on or the furlough time can be broken up and taken at different times during that job only. In no event can a furlough be delayed for more than 2 years.

- b. Forepersons – Those persons designated as forepersons shall be subject to the furlough provision of this plan, however, their furlough time need not be consecutive and can be taken at different times.
- c. Sub-Forepersons – Those persons designated as sub-forepersons shall be subject to the furlough provision of this plan, however, their furlough time need not be consecutive in 1 period, consecutive weeks remain required in the other period.

#### SECTION 6 - EMERGENCY PROVISIONS

During periods of a super abundance of work opportunity, the following emergency measures shall be taken:

- a. Every effort shall be made to recruit skilled journeypersons for work in this jurisdiction by the union.
- b. If the number of journeypersons registered as available for unemployment is not sufficient to fill the Employment Department's call for journeypersons, each employer shall lay off an amount equal to 10% of their employees on furlough, subject to a minimum of 1 employee. Employers with 9 or less "A" rated journeypersons are not subject to this provision. No replacement employee who has been employed for less than 26 weeks will be subject to such lay off.

#### SECTION 7

Journeyman electricians formerly employed by a Joint Industry Board Employer in New York City 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 area by one or more of the participating Employers for at least twelve (12) months immediately prior to application for employment.

#### SECTION 8

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

#### SECTION 9

Local Union No. 3, International Brotherhood of Electrical Workers and the Employers 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.

## SECTION 10

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 Plan.

## SECTION 11

The facilities of the Employment Plan shall be made available to both members and non members of the Union alike. In the administration of said Employment Plan qualified journeyman electricians shall be referred to Employers without discrimination as to whether or not such qualified journeyman electricians are or are not members of the Union. The Employment Department is a non-exclusive hiring hall.

## SECTION 12

Consideration to an Employer or Union request for exception to the terms of this Plan shall be given by the Employment Committee of the Joint Industry Board.

## SECTION 13

If and when the Union decides this plan is not working, this plan will be suspended, and the 1939 Revised 1992 Employment Plan will be put into effect.