

**AGREEMENT**  
**BETWEEN**  
**FIXTURE DIVISION**  
**AND**  
**INTERNATIONAL BROTHERHOOD OF**  
**ELECTRICAL WORKERS**  
**LOCAL UNION #3 IBEW**  
**7/1/07 – 6/30/10**

## **AGREEMENT AND WORKING RULES**

Agreement made this 30th day of June 2007 by and between \_\_\_\_\_ hereinafter referred to as "Employer" and Local Union No.3, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as the "Union".

### **WITNESSETH**

#### **ARTICLE I**

**Section 1.** An Employer is one who shall maintain a permanent place of business with a business telephone open to the public during normal business hours, maintain and operate a plant equipped to fabricate lighting equipment.

- (a) This place of business shall not be connected with or be a part of domestic establishment.
- (b) The Employer shall meet the requirements of a manufacturer as prescribed by factory regulations and requirements of the State and City of New York. If the factory is located in a city other than New York, the Employer shall comply with the regulations and requirements of that locality.

#### **MINIMUM NUMBER OF EMPLOYEES**

- (c) The Employer and the Union agree that the Employees described in the classifications hereinafter set forth in this paragraph (hereinafter referred to as "Employees") constitute an appropriate bargaining unit and that the Employer recognizes the Union as the sole collective bargaining agent for the said employees. As a condition of this Agreement the Employer shall at all times maintain and operate a regular shop equipped to do metal work, plate or degrease, paint, spray, and bake its products maintain a complete working department, receiving, packing and shipping departments, and employ at least eight (8) Employees. Each department must have at least a foreman, journeyman or supervisor plus enough workers to perform the operations listed above.

- (d) The union agrees that during the life of this Agreement it will not enter into any agreement with any Employer engaged in the manufacture of lighting fixtures of any type which contains terms and conditions of employment more favorable to an Employer than those set forth in this Agreement.

**Section 2.** The terms of this Agreement and/or any modification thereof shall be binding until its termination as defined in Section 3 of this Article upon the Employer, Employees and upon the Union and shall be effective in all plants of the Employer within the jurisdiction of Local Union No. 3.

- (a) All Employees employed by the Employer who are members of the Union on the date of the signing of this Agreement shall as a condition of employment remain members in the Union during the terms of this Agreement. All other Employees shall as a condition of employment be or become members of the Union on the thirty-first (31st) day following the effective date of this Agreement or not later than the thirty-first (31st) day following the beginning of their employment whichever is later.
- (b) When an Employer requires additional Employees the Employer shall notify the Joint Industry Board Employment Department of the Number and classification of Employees required and within forty-eight (48) hours the said Joint Industry Board Employment Department shall refer the required Employees for employment without discrimination against such Employees by reason of membership or non-membership in the Union without regard to race, color, religion, sex or national origin and such referrals shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect of obligation of Union Membership, policies or requirements. The Employer shall have the right to reject any Employee referred. In the event that the Joint Industry Board Employment Department has no Employees available for referral within forty-eight (48) hours after requested by an Employer, the Employer may hire such Employees directly. Employees hired directly by the Employer before commencing employment must register their employment with the Joint Industry Board Employment Department and upon registration, job slips setting for their classification and hourly rate shall be furnished to such Employees.
- (c) An Employer shall not be required to discharge an Employee for a violation of paragraph (a) of this section unless and until the Employer has received seven (7) days written notice from a properly authorized official of the Union to the effect that such Employee because of his failure to tender his periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership has not been admitted to the Union or has had his Union membership terminated.

**Section 3.** This Agreement, including the working rules contained in Article II hereof, which are part of this Agreement shall become effective the first day of July, 2007 and shall remain in effect until the last day of June, 2010.

**Section 4.** Within sixty (60) days prior to June 30, 2010, the Employer and the Union shall meet to negotiate a new Agreement to become effective the first payroll week of July 2010.

## **ARTICLE II**

### **The Following Working Rules Shall Be Part Of This Agreement:**

**Rule 1.** The workweek will begin at 12:01 A.M. Monday and end at Midnight Sunday.

(a) The regular hours of work from July 1, 2007 through June 30, 2010 shall be eight (8) hours per day/forty (40) hours per week, Monday through Friday.

### **Overtime Rates**

**Rule 2.** Overtime to be paid after forty (40) paid hours.

Paid hours include:

All work performed during regular hours of employment

Holidays

Sick days

Bereavement days

Vacation days shall be considered paid hours providing the shop employee submits a two weeks notice prior to taking the vacation days and upon final approval by the Employer.

**Saturday and Sunday will remain premium days. All work performed after forty (40) paid hours shall be one and one half (1½) times the regular rate of wages. Saturday will be paid at one and one half (1½) times the regular rate of wages. Sunday will be paid at two half (2½) times the regular rate of wages.**

(a) Work performed on Sunday, New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Floating Personal Day and the Employee's Birthday (provided Employee works his/her floating personal day and/or birthday at Employer's request) shall be paid for at the regular rate plus 1½ times the regular rate. Whenever Employees are required to work on any of the eleven (11) holidays set forth above, or any Sunday three (3) working days notice shall be given by the Employer to the Shop Steward.

- (b) Wages shall be paid weekly during regular working hours on each Wednesday or Thursday and shall be paid for all work performed up to and including the preceding Sunday except when a holiday fall on the regular pay day, the Employees are to be paid the day before the holiday.
- (c) Any shift employed after the regular working hours shall be paid at the rate of straight time plus ten (10%) percent.

**Rule 3.** In the event that overtime is necessary, the Shop Steward shall arrange for same by notifying the Business Manager's Office of the Union.

(a) Any time lost for any reason whatsoever during regular working hours cannot be made up before or after the regular work day except with the consent of either the Business Manager's Office and/or the shop steward.

### **Holidays**

**Rule 4.** For the purpose of this Agreement,

New Year's Day	Harry Van Arsdale Jr. Day (Observed day after
Martin Luther King's Birthday	Thanksgiving Day)
Good Friday	Christmas Day
Memorial Day	Employee's Birthday (see below)
Independence Day	Floating Personal Holiday (requiring one week's
Labor Day	written notice to Employer)
Thanksgiving Day	

or days observed as such, shall be recognized as holiday with pay. Should any of the foregoing holidays fall on a Saturday, the preceding Friday shall be observed as the holiday in question. Should any of the foregoing holidays fall on Sunday the following Monday instead of Sunday shall be observed as the holiday in question. In order to be eligible for holiday pay an Employee must actually work both the workday preceding the holiday and the workday following the holiday. However, an Employee not working the day before or the day following the holiday shall be entitled to holiday pay in the event such Employee has been laid-off during the payroll week of the holiday or excused by the Employer from working on those days, or has been ill during those days and furnishes a doctor's note certifying to the fact.

The "Employee's Birthday" holiday may be observed on the Employee's birthday or upon mutual consent of the Employer and Employee on one of the other four weekdays within the same calendar week as the Employee's birthday. A birthday falling on a Saturday is considered to have occurred during the workweek immediately prior to the Saturday. A

birthday occurring on a Sunday is considered to have occurred during the workweek immediately following the birthday.

### **Absenteeism**

To promote efficient operation, the Union and the Employer agree that they jointly will take all steps necessary to reduce absenteeism and unwarranted tardiness.

### **Vacations**

**Rule 5.** All Employees covered by this agreement shall receive Vacation with pay at their regular hourly in effect at the time the vacation is taken in accordance with the following schedule:

- (a) An Employee who has been employed by the same F Division Employer for six (6) months or more immediately prior to June 1<sup>st</sup> of any year, but who has less than one hundred twenty (120) months of total employment in the F Division shall receive vacation with pay in accordance with the following schedule:

<b><u>Number of Months Worked</u></b>	<b><u>Number of Vacation Days Paid</u></b>
6 months or more, but less than 12 months	3
12 months or more, but less than 24 months	5
24 months or more, but less than 36 months	9
36 months or more, but less than 120 months	10

<b><u>Number of Months Worked</u></b>	<b><u>Number of Vacation Days Paid</u></b>
120 months or more, but less than 180 months	15
180 months or more	17

- (b) All vacation shall be prorated by one twelfth (1/12th) for any worker who is eligible. All workers who retire shall receive vacation prorated based on the vacation schedule.
- (c) All vacation time over two (2) weeks to be taken at the convenience of the Employer.
- (d) All vacation shall be taken by Employees between June 1<sup>st</sup> and Labor Day at a time convenient to the Employer unless otherwise authorized the Employer. However if the entire factory is going to be closed down for vacation period, the Employer agrees to do so until after the schools are closed or July 1<sup>st</sup> whichever comes first, and/or the week between Christmas and New Year's.
- (e) Should any one of the eleven (11) holidays set forth in rule 4 fall within an Employee's Vacation period, the Employee shall receive an additional

day's pay.

**Rule 6.** Piecework of any kind shall be prohibited.

**Rule 7.** The Union and the Employer feel a grave responsibility to the public for the products manufactured by the Industry. Both parties recognize that adequate safety and efficiency standards of lighting fixtures must be safeguarded at all times. To this end the Employer covered by the Agreement assumes full responsibility for their products and further agree that "COMPLETE LIGHTING EQUIPMENT" will be manufactured, assembled and wired to meet the requirements and approved standards of the National Board of Fire Underwriters Code and such other city codes that may have jurisdiction thereof.

**Rule 8.** It is the intent and desire of the parties to this Agreement to provide as much work as possible for the Employees and members of the Union. To that end every Employer who contracts to furnish lighting equipment agrees to perform all processing operations in his plant including the fabrication of housings and/or bodies normally required in complete lighting equipment. Manufacturers shall not be required to manufacture castings, spinings, glassware, wiring components that are required in the manufacture of completed lighting equipment. The Employers shall not out source any work relating to fixtures bodies. This Clause clarifies but does not change the existing prohibition.

- (a) Employees shall not be permitted to contract for fabrication and/or assembling of lighting equipment and the Employers agree that members of the firm will not perform processing operations normally performed by the Employees.

**Rule 9.** For the duration of this Agreement the Employer will pay the employees' full share of Social Security Payments.

### **Wage Increases**

**Rule 10.**

- (a) Commencing with the first day of July 2007, each Employee covered by this Agreement shall receive an increase of forty (.40¢) cents per hour.
- (b) Commencing with the first day of July 2008 each Employee covered by this Agreement who was in the employ of an Employer prior to June 30, 2008 shall receive an additional thirty five (.35¢) cents hour increase.
- (c) Commencing with the first day of July 2009 each Employee covered by this Agreement who was in the employ of an Employer prior to June 30, 2009 shall receive an additional thirty five (.35¢) cents hour increase.
- (b) Where an Employee receives more than the minimum wage rate, there shall be no reduction.

(c) The following rates for the respective classifications shall be in effect for the respective period commencing with the first day of July 2007 to June 30, 2010.

**Hourly Rates**

	7/1/07 To 6/30/08	7/1/08 To 6/30/09	7/1/09 To 6/30/10
Foreman-Wiring Dept.	\$17.07	\$17.32	\$17.77
Foreman-Processing Dept.	\$16.90	\$17.25	\$17.60
Journeyman	\$16.74	\$17.09	\$17.44
"A" Helper	\$16.20	\$16.35	\$16.70
"B" Helper	\$15.94	\$16.29	\$16.64
"C" Helper	\$15.49	\$15.84	\$16.19
"C-" Helper	\$12.70	\$13.05	\$13.40

**Hourly Wage for New General Helper Employees**

**Rule 11.** The minimum hiring rate and increment increases for General Helper employees who are newcomers in the industry, either furnished by the Employment Department of the Union or hired by the Employer directly shall be in accordance with the schedules below. The Union agrees that each company that is a party to this agreement will be allowed to hire two (2) new employees at \$7.35 per hour starting rate.

**Hourly Rates and Increases for General Helpers**  
(Unskilled Workers)

	<b><u>Increase</u></b>	<b><u>Per Hour</u></b>
Starting rate	--	\$8.00
After 3 months	.20¢	\$8.20
After 6 months	.20¢	\$8.40
After 9 months	.20¢	\$8.60
After 12 months	.20¢	\$8.80
After 15 months	.20¢	\$9.00
After 18 months	.20¢	\$9.20
After 24 months	50% of difference between rate after 18 months and "C" minus rate in effect at time in accordance with schedule in Rule 10.	
After 30 months	Full "C minus" rate in effect at time in accordance with schedule in Rule 10.	



**Hourly Rates and Increases for General Helpers**  
(Skilled Workers)

	<b><u>Increase</u></b>	<b><u>Per Hour</u></b>
Starting rate	--	\$9.00
After 3 months	.20¢	\$9.20
After 6 months	.20¢	\$9.40
After 9 months	.20¢	\$9.60
After 12 months	.20¢	\$9.80
After 15 months	.20¢	\$10.00
After 18 months	.20¢	\$10.20
After 24 months	50 % of difference between rate after 18 months and "C minus" rate in effect at time in accordance with schedule in Rule 10.	
After 30 months	Full "C minus" rate in effect at time in accordance with schedule in Rule 10.	

**Sick Leave and Bereavement Pay**

**Rule 12.** Employees covered by this agreement shall be entitled to Sick Leave and Bereavement Pay as follows:

**Sick Leave**

- (a) The Employer agrees to grant the employees one (1) sick leave day every two (2) months not to exceed five (5) in contract year for which full rate will be paid. Employee is eligible for sick day as of July 1 of each year. If the employee is out three (3) days or more, he must bring in a doctor's note for his absence and upon verification by the Employer, he may apply up to three (3) days of the current year's sick leave to such absence. All earned unused sick days will be paid for by the Employer at the end of the contract year. All new Employees who not previously employed in the industry must be employed for a period of twelve (12) months before becoming eligible for sick leave. Should an Employee have excessive abuses with sick days, these abuses will be corrected through the shop steward and plant management.

**Bereavement Pay**

- (b) Any employee covered by this Agreement who sustains a loss by death in his (immediate family to be defined as – spouse of an employee, parents of employee and parents of employee's spouse, children of employee, sisters and brothers of employee) and who is absent from work during the normal work week due to this loss, shall be paid up to maximum of three (3) days regular wages. In the event

that a death occurs in the immediate family during the employee's vacation, the employee shall be entitled to three (3) days additional vacation or the equivalent in wages.

**Rule 13.** The Journeyperson shall be the first person employed in the Wiring, Fitting and Assembling Department in every shop covered by this Agreement and the last person laid-off.

**Rule 14.** There shall be no restriction of production.

**Rule 15.** Selection of the foreman from among the employees covered by this Agreement shall be at the discretion of the Employer. Operators of all computers controlled machines shall be members of the Union, Local No. 3, IBEW.

**Rule 16.** It is agreed between the parties hereto that the Employer will provide cotton gloves, overalls and/or aprons for the polishing, spraying, plating and degreasing employees who directly perform operations of polishing, spraying, plating or degreasing. In addition, it is recognized that certain operations in the plating and degreasing departments require protective rubber aprons, gloves and boots and, it is agreed between the parties that such equipment will be furnished by the Employers.

- (a) Except where there is an existing coffee break, the Employees will be permitted to drink coffee at their work place while they work once in the morning and once in the afternoon.

### **Shop Steward**

**Rule 17.** The shop steward selected by the Union shall be held responsible for the proper application and observance of the terms of this Agreement. In the event of a layoff due to curtailment of factory employment, he shall be the last Employee to be laid off and the first one to be rehired.

- (a) It shall be his specific duty to investigate all grievances, which may arise regarding the provisions of this Agreement, and make every effort to bring about an equitable settlement of these grievances.
- (c) With reference to the Union Security clause as provided in Article I, Section 2 (a) of this Agreement, for the purpose of forestalling any embarrassment to the Employer, the Shop Steward shall see to it that all Employees in the bargaining unit who are required to be members of the Union under the provisions of this Agreement is in possession of their current Semi-annual paid up membership card, issued by the Union.

## Departmental Seniority

Seniority is to be recognized by departments.

- (c) Should the Employer be in need of additional worker, he shall notify the Shop Steward who will immediately notify Union of such need.
- (d) He shall not cause, or condone any work stoppage because of a grievance arising under the terms of this Agreement, but shall immediately notify the Union of any such grievance that he is unable to resolve.

**Rule 18.** Nothing contained in this Agreement shall be construed as limiting the right of the Employer to discharge immediately any member of the Union for inefficiency, insubordination, or any other cause but the Union reserves the right to question such discharge. Failure to settle a dispute which may arise in this connection shall be treated as a grievance.

- (a) Nothing contained in this Agreement shall be construed as limiting in any way the right of the Union to discipline its own members. However, before any disciplinary action is taken against any member of the Union by the Union, which may affect the Employer, the Employer shall be so notified, and given reasonable time to make arrangements so that such disciplinary action does not result in undue hardship.
- (b) The union agrees to live up to the contract implicitly to recognize and respect management rights in the selection of materials, component parts, method of operation, etc.

## Shop Committee

**Rule 19.** In shops where less than fifty (50) Employees are employed, the Employees shall have the right to designate a Shop Committee of not less than one (1) man and not more than four (4) men to assist the Shop Steward. In shops where more than fifty (50) are employed, the Committee shall not exceed seven (7).

**Rule 20.** The official representative of the Union shall have the right at all times during working hours to visit and inspect the shop of the Employer in the performance of his duties subject to reasonable regulations.

**Rule 21.** During the slack period in individual shops, the duly authorized representatives of the Employer and the duly authorized representatives of the Union shall decide upon an equitable method of distributing employment among the Employees as far as practical. (Should unemployment become a serious problem in the Industry, the Union and Employer will recommend ways and means to alleviate this condition.)

**Rule 22.** Any Employee when laid off or discharged will be notified at least one-half (½) hour before such discharge or lay-off.

- (a) Any new Employee when engaged by the Employer and not permitted to start work shall be paid for two (2) hours at his classification hourly rate.
- (b) Any regular employee of the company who has not been informed by the Employer that he is not to report shall when he reports to work be entitled to a day's pay, except where, that the Employer's failure to notify his employees not to report for work is caused by an act or accident beyond the Employer's control.

**Rule 23.** It is recognized that economic planning is necessary and essential to maintain stability and that statistics are vitally important to accomplish this result: therefore, it is agreed that the Employer shall furnish to the Business Manager's Office of the Union a summary sheet of his weekly payroll not later than one (1) week after the shop week ending.

**Rule 24.** The Employer shall deduct Union Dues, Initiation Fees, Assessments and Union Loans from the wages of the members of the Bargaining Unit in those cases in which the Employer receives written assignments executed by the employees covering same so long as it is in compliance with the application requirements of the Labor-Management Act of 1947.

- (a) The amount of Dues, Initiation Fees, Loans and Assessments to be deducted from the wages of the individual members of the Bargaining Unit in the employ of the Employer shall be furnished to the Employer by the Union.
- (b) Such deductions shall be made as follows:  
Initiation fees shall be deducted and remitted 30 days after employment starts. Assessments and loan repayments shall be deducted and remitted weekly. Union Dues shall be deducted every six (6) months in advance, January to June, July to December.
- (b) All monies deducted from the wages of the individual members of the Bargaining Unit in the employ of the Employer, together with a list of the individual member's name and the amount of money deducted from the wages of such members shall be forwarded to the Financial Secretary of the Union Immediately.

### **Article III**

#### **Pension, Health and Welfare Benefits**

1. The Parties hereby agree that the Employer shall be a contributing Employer to the Employees Security Fund of the Electrical Products Industries as administered by the Combined Pension Funds Account and that all Employees covered by this Agreement shall be participants in the employees Security Fund of the Electrical Products Industries and entitled to receive all benefits provided by said Fund.

2. The Parties further agree that they shall be bound by the terms and conditions of the Employees Security Fund of the Electrical Products Industries Trust and Plan documents, as said documents may be amended by the Trustees from time, as if said documents were set forth at length herein. The Parties agree that the Employees Security Fund of the Electrical Products Industries is a necessary and essential part of this Agreement.
3. The Parties hereby agree and acknowledge that the Combined Pension Funds Account as the Administrator of the Fund and is authorized to take all actions necessary and to commence all lawsuits against an Employer pursuant to the Employees Retirement Income Security Act (hereinafter ERISA) Section 502 who fails to make all contributions to the Fund.
4. All contributions and payments to the Employees Security Fund of the Electrical Products Industries shall be made by the Employer. The plan shall be non-contributory on behalf of the bargaining unit employees.
  - a. The Employer shall contribute to the Fund, on a weekly basis, a sum equal to eight and one half (8.5%) percent of the gross weekly wages of all Employees covered by this Agreement from their date of hire.
  - b. In addition, the Employer shall also contribute to the Fund, on a weekly basis, a sum equal to six (6%) percent of the gross weekly wages of all Employees covered by this Agreement from their date of hire in order to provide the Plan C schedule of health and welfare benefits.
  - c. Additional (3½%) three and one half percent to Employees Security Fund Health & Welfare Fund Plan "C" to be effective July 1, 2007. Total Contribution shall be eighteen (18%) percent.
  - d. The contributions referred to in (a) and (b) shall be paid each week to the Fund together with fully completed payroll reports within seven (7) days of the end of the payroll period. The payroll reports shall indicate each employee's name, social security number, hourly rate, total hours worked during the week, gross wages and amount of the required plan contributions. A fully completed payroll report must contain all the above listed information and be signed by an authorized officer of the contributing Employer.
  - e. For purposes of this article, the term "wages" shall mean an Employee's total compensation for his or her employment with the contributing Employer, including but not limited to all straight-time and over-time pay for hours worked, plus vacation pay, bereavement pay, sick day pay, holiday pay; back pay awards or any other payment received by an Employee from an Employer, but not including bonuses and the Employer's reimbursement of the Employees' portion of FICA taxes.

- f. All contributions and payroll reports are to be submitted weekly to the Employees Security Fund of the Electrical Products Industries, 158-11 Harry Van Arsdale Jr. Avenue, Flushing, NY 11365.
5. The Parties hereby agree and acknowledge that the Fund is a qualified Employee benefit plan in accordance with ERISA.
6. The Parties hereby agree and acknowledge that Section 502 (g) of ERISA is incorporated in this Agreement to provide for the collection of delinquent contributions and costs related thereto as set forth in the statute.

## **ARTICLE IV**

### **Annuity Plan of the Electrical Products Industries**

1. The Parties hereby agree that the Employer shall be a contributing Employer to the Annuity Plan of the Electrical Products Industries. All Employees covered by this Agreement shall be participants in the Annuity Plan of the Electrical Products Industries and entitled to receive all benefits provided by said Plan.
2. The Parties hereby agree and acknowledge that the Combined Pension Funds Account, as the Administrator to the Fund, is authorized to take all actions necessary and to commence all lawsuits against an Employer pursuant to the Employer Retirement Income Security act (hereinafter ERISA) Section 502.
3. The Parties further agree that they shall be bound by the terms and conditions of the Annuity Plan of the Electrical Products Industries' Trust and Plan documents, as said documents may be amended by the Trustees from time to time, as is said documents were set forth at length herein. The Parties agree that the Annuity Plan of the Electrical Products is a necessary and essential part of this Agreement.
4. All contributions and payments to the Annuity Plan of the Electrical Products Industries shall be made by the Employer. The Plan shall be non-contributory on behalf of the bargaining unit employees.
5. An Employee shall first become eligible to be a participant in the Annuity Plan and the Employer shall commence making contributions to the Annuity Plan on behalf of an Employee as of the employee being employed 12 months by one or more contributing Employers party to this Agreement.
6. The Employer, on behalf of each of its Employees who participate in the Annuity Plan, shall contribute the following amounts for each day worked by the Employee. For purposes of this paragraph "day worked" includes all days an Employee actually works except that if an Employee voluntary leaves before the end of the work day other than for Union business or if an Employee is late two hours or more, then no payment shall be

made for such Employee for such day. In addition, annuity will be paid for holidays.

- b. For the period commencing July 1, 2007 and ending June 30, 2010, the Employer shall contribute four dollars (\$4.00) for each Employee for each day worked.
7. The aforesaid Employer contributions under paragraph 6 hereof shall be credited to the individual account of each participant.
8. All contributions made payable to the Annuity Plan of the Electrical Products Industries are to be submitted weekly within seven (7) days from the end of the payroll period and shall be reflected on the green reporting form which is submitted weekly to the employees Security Fund of the Electrical Products Industries, 158-11 Harry Van Arsdale Jr. Avenue, Flushing, NY 11365.

## **ARTICLE V**

### **Joint Industry Board**

This Agreement shall not be or become operative and effective insofar as any contracting Employer is concerned until and unless such Employer agrees to become bound to the provisions of the Joint Industry Board Agreement and that any violation by any Employer of the Provisions of the Joint Industry Board shall be deemed to be and shall constitute a violation of the provisions of this Agreement.

### **Arbitration Clause** **Grievance and Arbitration Procedure**

Should a dispute arise as to the meaning or application of the provisions of the Agreement, such grievances shall be adjusted according to the following steps:

1. By the Shop Steward or Shop Committee and Employer will met within five (5) working days and endeavor to resolve the dispute.
2. In the event the parties cannot reach a mutual resolution within ten (10) working days from the initial filing date a Representative of the Union will meet with the Employer or (his/or her designee) within five (5) working days.
3. If the matter cannot be settled satisfactory by a Representative of the Union and the Employer or (his/her designee) the Union may petition the American Arbitration association to appoint a single neutral arbitrator from its panel of Labor Arbitrators to hear the grievance under its expedited arbitration procedure. The arbitrator shall hear and determine the case promptly. The decision of the

arbitrator shall be final and binding upon both parties. Each party shall bear its own expenses for arbitration: and the parties agree to share the fees and expenses of the arbitrator.

### **Provisions Not Subject To Arbitration**

c) Scale of wages set forth in this Agreement. Overtime and holiday rates.

## **ARTICLE VI**

### **Educational and Cultural Trust Fund**

1. The parties hereby agree that the Employer shall be a contributing Employer the Educational and Cultural Trust Fund of the Electrical Industry as administered by the Joint Industry Board of the Electrical Industry. All Employees covered by this Agreement shall be participants in the Educational and Cultural Trust Fund of the Electrical Industry and entitled to receive all benefits provided by said Fund.
2. The parties further agree that they shall be bound by the terms and conditions of the Educational and Cultural Trust Fund of the Electrical Industry, as said documents may be amended from time to time as if said documents were set forth at length herein. The parties agree that the Educational and Cultural Trust Fund of the Electrical Industry is a necessary and essential part of this Agreement.
3. The Parties hereby agree and acknowledge that the Joint Industry Board of the Electrical industry, as the Administrator of the Fund is authorized to take all actions necessary and to commence all lawsuits against an Employer pursuant to the Employees Retirement Income Security Act (hereinafter ERISA) Section 502.
4. All contributions and payments to the Educational and Cultural Trust Fund of the Electrical Industry shall be made by the Employer. The Plan shall be non-contributory on behalf of the bargaining unit Employees.
5. The Employer shall contribute to the Fund on a weekly basis within seven (7) days from the end of the payroll period a sum equal to one half of one percent (½%) of the weekly wages of all Employees covered by this Agreement from their date of hire.
6. For purposes of this article the term "wages" shall mean an Employee's total compensation for his or her employment with the contributing Employer, including but not limited to all straight-time and over-time pay for hours worked, vacation pay, bereavement pay, sick day pay, holiday pay, back pay awards or any other payments received by an Employee from an Employer, but not including bonuses and the Employer's reimbursement of the Employee's portion of FICA taxes.
7. The Parties hereby agree and acknowledge that the Fund is a qualified Employee benefit



plan in accordance with ERISA.

8. The Parties hereby agree and acknowledge that Section 502 (g) of ERISA is incorporated in this Agreement to provide for the collection of delinquent contributions and costs related thereto as set forth in the statute and/or the Plan.
9. The contributions shall be paid each week to the Educational and Cultural Trust Fund of the Electrical Industry and shall be reported in the space provided on the green contribution reporting form submitted weekly to the employees to the employees Security Fund of the Electrical Products Industries, 158-11 Harry Van Arsdale Jr. Avenue, Flushing, New York 11365.

## ARTICLE VII

### Health Reimbursement Account Plan of the Electrical Industry Effective July 1, 2007

1. The Parties hereby agree that the Employer shall be a contributing employer to the Health Reimbursement Account Plan of the Electrical Industry as administered by the Joint Industry Board of the Electrical Industry. All Employees covered by this Agreement shall be participants in the Health Reimbursement Account Plan of the Electrical Industry and entitled to receive benefits from said Fund.
2. The Parties further agree that they shall be bound by the terms and conditions of the Additional Security Benefits Fund of the Electrical Industry as said documents may be amended from time to time as if said documents were set forth at length herein. The Parties agree that the Health Reimbursement Account Industry is a necessary and essential part of this Agreement.
3. The Parties hereby agree and acknowledge that the Joint Industry Board of the Electrical Industry, as the Administrator of the Fund is authorized to take all actions necessary and to commence all lawsuits against an employer pursuant to the Employees Retirement Income Security Act (hereinafter ERISA) Section 502.
4. All contributions and payments to the Health Reimbursement Account Plan of the Electrical Industry shall be made by the employer. The Plan shall be non-contributory on behalf of the bargaining unit employees.
5. The employer shall contribute to the Plan on a weekly basis on behalf of each of its employees the sum of three dollars (\$3.00) for each day worked by the employee. For purposes of the paragraph "day worked" includes all days an employee worked and for all days which holiday pay is received.  
**Effective July 1, 2009 the employer shall contribute an additional one (\$1.00) dollar making it a total of four (\$4.00) dollars total to the Health Reimbursement Account.**

6. The aforesaid Employer contributions under paragraph 6 hereof shall be credited to the individual account of each participant.
7. The Parties hereby agree and acknowledge that the Plan is a qualified employee benefit plan in accordance with ERISA.
8. The Parties hereby agree and acknowledge that Section 502 (g) of ERISA is incorporated in this agreement to provide for the collection of delinquent contributions and costs related thereto as set forth in the statute and/or the Plan.
9. The contributions referred to in paragraph 5 shall be paid each week within seven (7) days from the end of the payroll period together with the submission of fully completed reports at the Joint Industry Board of the Electrical Industry at 158-11 Harry Van Arsdale Jr. Avenue, Flushing, New York, 11365. The payroll reports shall indicate each employee's name, social security number, hourly rate; total worked hours worked during the week, gross wages and amount of the required Plan contributions. A fully completed payroll report must contain all of the above listed information and be signed by an authorized officer of the contribution Employer.
10. Contributions will be credited to each employee's Health Reimbursement Account until the employee's account balance reaches the maximum account balance allowed by the Plan as determined from time to time by the Joint Industry Board. When an employee's account balance reaches the maximum allowable amount future contributions which would otherwise be payable to the Health Reimbursement Account Plan will instead be payable to the Annuity Plan on the employee's behalf as an employer contribution. In accordance with the terms of the Health reimbursement Account Plan, each employee's Health Reimbursement Account will be reviewed periodically. If during such periodic review a participant's account balance is found below the maximum allowed account balance the contributions will again be payable to the Health Reimbursement Account Plan on the employee's behalf until the maximum allowable account balance is reached at which time again future contributions will be redirected to the Annuity Fund as an employer contribution. This method shall be used to periodically replenish an employee's account balance in the Health Reimbursement Account.
11. A new Employee hired on or after July 1, 2007 shall first become eligible to be a participant in the Health Reimbursement Account Plan and the Employer shall commence making contributions to the Health Reimbursement Account Plan on behalf of the employee as of the Employee being employed twelve (12) months by one or more contributing employers parties to this agreement

## ARTICLE VIII

### Contribution Reports

Contribution reports and payments to the Health Reimbursement Account, the Annuity Plan and the Joint Industry Board are to be forwarded weekly by the Employers and are to

reach the Combined Pension Funds Account office not later than seven (7) days following the regular pay day. Failure to do so shall constitute a violation of this Agreement.

## **ARTICLE IX**

### **Work Stoppage**

It is understood and agreed by both parties that a stoppage of work through strike or lockout in any shop shall be considered a violation of this Agreement.

## **ARTICLE X**

### **Functions of Management**

The Union recognizes the Employer's right to operate his plant with the most efficient machinery, production methods and safety procedures and to that end it is mutually agreed between both parties that the Employer may in his sole discretion use such equipment, methods of processing as he deems best and fitting for the manufacture of his products. Nothing contained in this Agreement shall be deemed to limit the Employer in any way in the exercise of regular and customary functions of management, it being agreed that the Employer has the sole and exclusive right to manage the affairs of his business, provided that such management is not inconsistent with or contrary to any of the provisions of this Agreement.

## **ARTICLE XI**

### **Non-Discrimination**

The Company and Union agree that neither they nor any of their agent's members or representatives will discriminate, either directly or indirectly, in any manner whatsoever, for reason or race, color, creed, religion, age, sexual orientation, sex, or national origin.

## **ARTICLE XII**

### **Changes and Amendments**

Should either Party to this Agreement desire to change or amend any article in this Agreement, notice in writing specifying the change or amendment desired must be given to the other party not less than sixty (60) days prior to date when such change or amendments is desired.

## **ARTICLE XIII**

### **Agreements with New Employers**

Copies of all new Agreements signed between Local Union No. 3, and any manufacturer in the Illumination Products Industry will be submitted to the Joint Industry Board after such Agreements are executed.

## **ARTICLE XIV**

### **Health, Safety and Serious Accidents**

Safe, healthful and other satisfactory working conditions shall be provided for all employees, which conditions shall, as a minimum, comply with the highest standards respecting sanitation, cleanliness, light and safety in accordance with the Labor Laws of the State of New York and more particularly its provisions relative to with Labor Laws of all sates wherein a factory or shop provided for herein is located.

- a) The Employers and the Union recognize their joint responsibility for the elimination of industrial accidents. The Employers will adopt and the Employees agree to use such safety devices as will be furnished. Failure on the part of the Employers and Employees to cooperate in this program will be brought to the attention of the Joint Industry Board for review and adjudication.
- b) An Employee is not permitted to have in his possession during working hours any electronic devices such as pagers, beepers, cellular phones, radios or the like.

## **ARTICLE XV**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision 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.

## **ARTICLE XVI**

The Employer and the Union, signatories to the signing of this Agreement, shall and do agree to abide and carry out the rules and regulation set forth therein.

## **ARTICLE XVII**

It is hereby understood and agreed upon that all shops covered by this Agreement shall

remain in the tri-state area of New York, New Jersey and Connecticut during the life of this Agreement.

### **ARTICLE XVIII**

Any violation of the terms and conditions of this Agreement, by any individual Employer shall be sufficient cause to declare the individual Employer unfair to the Union after a hearing by the Joint Industry Board.

### **ARTICLE XIX**

It is understood that the Union affiliated with the I.B.E.W., and that if any Employer who is party of this Agreement shall violate or annul an agreement with another Local Union affiliated with the I.B.E.W., such Employer, Corporation or firm shall be deemed to have violated this Agreement.

### **ARTICLE XX**

This Agreement is made subject to the approval of the President of the International Brotherhood of Electrical Workers. This Agreement expressed the intentions of the parties of this Agreement and supersedes all prior drafts, memorandums or Agreements.

Companies under the Master Agreement

Apogee Translite Inc.

Cooper Lighting

Genlyte Thomas Group LLC. Lightolier

Legion Lighting Co., Inc.

Lite Makers Inc.

Legion Lighting Co., Inc.

Lyric Lighting LTD.

National LTG. Co., Inc.

Zumtobel Lighting Inc.