

**Memorandum of Agreement
Between
New York Electrical Contractors Association, Inc.,
Association of Electrical Contractors, Inc.
and
Local Union No. 3, I.B.E.W., AFL-CIO**

New York Electrical Contractors Association, Inc. and the Association of Electrical Contractors, Inc. (both hereinafter referred to as the "Employer") and Local Union No. 3, I.B.E.W., AFL-CIO (hereinafter referred to as the "Union") (all of the above jointly referred to as the "Parties") have been meeting as the Employment Committee to address issues concerning returning to work regarding the Coronavirus Pandemic. The Parties entered into an Agreement on June 1, 2020 adopting the BCTC recommendations.

After further discussions, the Parties have agreed to the following clarifications, modifications and agreements which supersede the June 1, 2020 Agreement and the BCTC recommendations if contrary to them.

The Parties hereby agree as follows:

1. The relief and recommendations by the BCTC are in effect for 60 days from June 8, 2020 which ends August 6, 2020 (not 90 days as previously discussed).
2. Start time may be staggered on the hour between 6 AM and 10 AM by an employer for all employees on a specific job. A contractor cannot have some of their employees on a job start at different times unless there are thirty (30) or more employees of a contractor on that job. If any employer has thirty (30) or more employees on a job, then, with the mutual consent of the Employer and employee, individual employees can have different start times on the hour between 6 AM and 8 AM. If there are multiple Local 3 contractors on a jobsite, each contractor may have a different start time for its full workforce.
3. An employer can schedule its workforce to work five (5) eight (8) hour day-shifts at straight time, Monday through Friday, or alternatively, four (4) ten (10) hour day-shifts at the straight time rate, Monday through Thursday or Tuesday through Friday.
4. A second or third shift can be worked Monday through Friday based on a 5% shift rate as opposed to the shift rates in the Agreement and Working Rules. The rate of pay and hours worked shall be as follows:
 - a. Second shift: 7.5 work hours
 $\$64.96 \text{ per hour} \times 7.5 \text{ hours} = \487.20 per shift
 - b. Third shift: 7 work hours
 $\$69.60 \text{ per hour} \times 7.0 \text{ hours} = \487.20 per shift

Benefits are paid pursuant to the Agreement and Working Rules – contributions to the Annuity and HRA are based on eight (8) hours and all other contributions are based on the Agreement and Working Rules.

5. In order for the Employer to avail itself of the modification agreed to herein, the Employer must sign a Modification Agreement for that job, a copy of which is attached. If a Modification Agreement is not signed and filed with the JIB prior to the job beginning, the Employer shall not be able to avail themselves of any of the relief provided.

Agreed to and accepted June 5, 2020

LOCAL UNION NO. 3, I.B.E.W., AFL-CIO



Christopher Erikson
Business Manager

NEW YORK ELECTRICAL
CONTRACTORS ASSOCIATION, INC.



Ben D'Alessandro
President

ASSOCIATION OF ELECTRICAL
CONTRACTORS, INC.



John Mannino
President

REMOBILIZATION FORM FOR NON-ESSENTIAL JOBS

REQUESTED BY: _____ DATE: _____

COMPANY: _____

CELL PHONE #: _____

BUSINESS AGENT: _____

1. PRIVATE DEVELOPER (NAME): _____

2. PROJECT NAME: _____

3. LOCATION/ADDRESS: _____

4. CROSS STREET: _____

5. GC/ CM: _____

6. SCHEDULE (# OF WEEKS LEFT): _____

7. CREW SIZE: _____

8. PROJECT DESCRIPTION: _____

9. WHICH ARE APPLICABLE? *(These terms and conditions apply to non-essential private construction sites that were demobilized for any period of time pursuant to Executive Order 202.13, as well as interior projects that were demobilized or delayed as a result of Executive Order 202.13. These changes are available for work performed on these jobs between June 8, 2020 and August 6, 2020.)*

This does not apply to Essential Jobs or Public Work Jobs.

a. A start time may be staggered, on the hour, between 6 a.m. and 10 a.m.

What time are you starting? _____

b. Five eight-hour day shifts worked Monday through Friday. Alternatively, four ten-hour (day) shifts may be worked at straight time rates Monday through Thursday or Tuesday through Friday.

What shift combination are you working? _____

c. Second and Third shifts may be worked Monday through Friday and paid at a 5% premium on wages as set forth in the Memorandum of Agreement between the Union and Employers dated June 5, 2020 unless the NYC Comptroller's Prevailing Wage Schedule provides for no shift premium on benefits.

Are you paying the 5% premium on the second and third shift? _____

Name of Company: _____

Signed by: _____

Print: _____