AGREEMENT

Agreement by and between the Mahoning Valley Chapter N.E.C.A. (Warren Division) and Local Union No. 573, I.B.E.W.

 It shall apply to all firms who sign a letter of assent to be bound by the terms of this agreement.

 As used hereinafter in this Agreement, the term “Chapter” shall mean the Mahoning Valley Chapter, N.E.C.A. (Warren Division) and the term “Union” shall mean Local Union No. 573, I.B.E.W.

 The term “Employer” shall mean an individual firm who has been recognized by an assent to this agreement.

# BASIC PRINCIPLES

 The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows: The parties agree not to discriminate against applicants for employment or employees because of race, color, creed, national origin or sex.

**ARTICLE I**

**EFFECTIVE DATE--CHANGES--GRIEVANCES--DISPUTES**

**Section 1.01.** This Agreement shall take effect November 30, 2020 and shall remain in effect until December 3, 2023, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, unless changed or terminated in the way later provided herein. Should this automatic renewal come into effect, the new renewal year on each occasion shall begin on the Monday following the last Sunday of November of the given year, and shall remain in effect until the last Sunday of November of the following year.

**Section 1.02.** (a). Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

**Section 1.02.** (b). Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

**Section 1.02.** (c). The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

**Section 1.02.** (d). Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent agreement anniversary date. The Council’s decisions shall be final and binding.

**Section 1.02.** (e). When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

**Section 1.02.** (f). Notice of a desire to terminate this agreement shall be handled in the same manner as a proposed change.

**Section 1.03.** This agreement shall be subject to change or supplement at any time by mutual consent of the parties thereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this agreement.

**Section 1.04.** There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

**Section 1.05.** There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

**Section 1.06.** All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

 Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within 30 working days of the grieving party reasonably becoming aware of the underlying facts shall be deemed to no longer exist.

**Section 1.07.** All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

**Section 1.08.** Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council’s decisions shall be final and binding.

**Section 1.09.** When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or ruling has been made.

# ARTICLE II

**EMPLOYER RIGHTS -- UNION RIGHTS**

**Section 2.01.** (a).Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements and employing not less than one Journeyman Wireman.

**Section 2.01.** (b). All company trucks used by truck drivers or employees working under the terms of this agreement, shall be readily identifiable with a minimum of two and one-half (2-1/2) inch high letters, permanently attached, indicating the name and location of the company.

**Section 2.01.** (c). Vehicles exceeding one and one-half (1-1/2) ton capacity that could conceivably be rented, leased or loaned to another company on a temporary basis, may be excluded from permanent lettering. These vehicles shall be equipped with a removable magnetic sign showing the name and location of any Electrical Contractor making use of said vehicle in the course of doing business.

**Section 2.02.** (a).The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the Collective Bargaining Agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union’s geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer’s and/or owner’s rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

**Section 2.02.** (b). The Employer shall have the right to call Foreman by name provided:

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

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

(c). When an employee is called as foreman he must remain as a foreman for 500 hours or must receive a reduction in force.

**Section 2.03.** For all employees covered by this agreement, the Employer shall carry Ohio Workmen’s Compensation Insurance, Social Security and such other protective insurance as may be required by the laws of the State of Ohio, the Federal Government or the State in which the work is performed and shall furnish satisfactory proof of such to the Union when requested. He shall also make contributions for unemployment insurance with the appropriate Ohio department or agency, regardless of the number of employees.

**Section 2.04.** (a).In order to protect the public against a mechanic’s lien and the Employee from loss of wages and fringe benefits, such individual Employer shall, before being recognized as complying with the terms of this agreement, furnish to designated Trustee a Surety Bond equal to two (2) times the weekly payroll, to guarantee payment of wages, dues, pension, savings, health and welfare contributions and such other fringe benefits as are required by this contract. This Surety Bond shall also guarantee payment of all costs associated with the collection of the Surety Bond.

 The minimum amount of Bond shall be five thousand dollars ($5,000.00) for any Contractor.

 In the event of default, the above-named Trustee shall disburse all monies to prescribed payee. The Labor-Management Committee shall prescribe the form of Bond, which is to be written, and no other form shall be acceptable for this purpose.

**Section 2.04.** (b).It is hereby agreed that, should a contractor become a “habitual offender” relative to the late payment of fringes, said contractor shall be required to post a Surety Bond in the amount of four (4) times the weekly payroll as opposed to the standard Surety Bond requirement existing in Section 2.04. (a) of the current Agreement.

 “Habitual offender” shall be determined as a contractor who is late twice in a row or three times in the course of a contract year. This Surety Bond requirement shall be effective until the annual anniversary date of this Agreement between I.B.E.W. Local Union #573 and Mahoning Valley Chapter, N.E.C.A. (Warren Division).

 It shall be further understood that any contractor outside the twenty-five mile area who has not previously worked in the I.B.E.W. Local Union #573 normal construction labor market, or who has not maintained a good work experience record while previously working in the area, shall be required to post a Surety Bond of four (4) times the weekly payroll. Said Bond shall be for twelve months or until the completion of the job, whichever comes first.

Individual Employers who fail to remit payments by the prescribed time shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid.

**Section 2.05.** Employers engaged in joint-venture jobs shall be considered as a new and separate individual Employer, with all rights herein as apply to an individual participating Employer. There shall be no transfer of workmen between a joint venture and any or all of the Employers comprising the joint venture.

**Section 2.06.** The Union agrees that if, during the life of this agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this agreement, any better terms or conditions than those set forth in this agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

**Section 2.07.** An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union’s jurisdiction into this Local’s jurisdiction and up to two bargaining unit employees per job from that Local’s jurisdiction to this Local’s jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of the local Labor-Management Committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

**Section 2.08.** The Employer may have one member of the firm work with the tools provided that they are employing at least one Journeyman Wireman full time.

**Section 2.09.** No applicant or employee, while he remains subject to employment by Employers operating under this agreement, shall himself become a Contractor for the performance of any electrical work.

**Section 2.10.** Workmen shall install all electrical work in a safe and workman like manner and in accordance with applicable code and contract specifications.

**Section 2.11.** All temporary power and lighting on construction jobs shall be installed, maintained, moved and removed by workmen employed under the terms of this Agreement until such equipment is turned over to and accepted by owner.

 When there is any temporary power or light used for any purpose prior to the letting of the electrical contract, such temporary power or light shall be installed, maintained, moved and removed by workmen employed by an Electrical Contractor under the terms and provisions of this Agreement.

**Section 2.12.** A Journeyman Wireman shall be required to make corrections on improper workmanship for which he is responsible on his own time, at the convenience of the customer, with mutual agreement of the Union and Contractor unless errors were made by order of the Employer or the Employer’s representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes the responsibility for the enforcement of this provision.

**Section 2.13.** The Union reserves the right to discipline its members for violation of its laws, rules and Agreements.

**Section 2.14.** The Union has the right to appoint Stewards at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours, without loss of pay, to see that the terms and conditions of this Agreement are observed at his shop or on his job. No Steward shall be discriminated against by any Employer because of his faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union. The steward shall be next to last laid off from job, unless mutually agreed that a steward is no longer deemed necessary by management and the union.

**Section 2.15.** A representative of the Local Union or NECA shall be allowed to have access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

**Section 2.16.** (a). This Agreement does not deny the right of the Union or its representatives to render assistance to other Labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so, but no removal shall take place until notice is first given to the Employer involved.

**Section 2.16.** (b). When such removal takes place, the Union or its representative shall direct the workmen on the job to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

**Section 2.17.** The Employer shall furnish the following tools: all necessary boring bits, drills, taps, boring machines, pipe vises, stocks and dies, hacksaw and compass saw blades, conduit benders, reamers over l-l/2 inch, flexible steel snakes, all expendable cutting tools, all pipe wrenches over 14 inches, power driven tools, flashlight batteries, Bernzamatic torches or equivalent, and tips, all levels 2 feet or over and all measuring devises over 6 feet in length.

 The Employer shall also furnish welders’ gloves, aprons, sleeves and all necessary safety equipment to perform work safely on all jobs, excluding normal work attire and the following exception:

On all jobs where fire resistant clothing is required, it shall be the responsibility of the Employee to acquire, clean and maintain HRC rating 3 clothing. The contractor shall give up to $250.00 reimbursement for the first purchase of such FR clothing one time per year, per contractor (a receipt much be presented for reimbursement). On all jobs where safety shoes (steel toe/fiberglass toe, etc.) are required by the customer, the contractor shall give up to $200.00 re-imbursement,one time per year, per Contractor, for these shoes. (A receipt must be presented for re-imbursement.)

 The safekeeping and efficient use of the Employers’ tools shall be the responsibility of the Foreman or Journeyman Wireman in charge of jobs large enough to require such personnel and the Employee in possession of the Employer’s tools. On jobs which are too small to require supervisory employees, each Journeyman Wireman shall be held responsible for the safekeeping and efficient use of the Employers’ tools. If an Employee wrongfully removes or destroys, maliciously or negligently, any tool or equipment provided by the Employer, the Employee will pay for the monetary loss of said tool or equipment. The Labor Management Committee will determine whether or not malicious intent was the cause of the removal or destruction and will determine the amount of the monetary loss.

 **EMPLOYEE TOOL LIST:**

 (1) Allen Wrenches - 1/2 to 1/8 (1) Side Cutter - 9” Maximum

 (2) Channelocks Brand - 2 pair (430) (1) 6’ Rule

 (1) Knife (2) Screwdrivers - 6” and 8”

 (1) Screwdriver - Phillips (1) Claw Hammer

 (1) Hacksaw Frame (1) Plum Bob

 (1) Combination Square (1) Pencil

 (1) Voltage Tester - Wiggie Type (1) Tap Wrench

 (1) Crescent Wrench - 12” Maximum (1) Compass Saw Handle

 (1) Flashlight-2 cell & Continuity Tester (1) Diagonal Pliers

 (1) Center Punch (1) Scratch Awl

 (1) Chalk Box (1) Pocket Level

 (1) Tool Box (1) Long Nose Pliers

 (1) Pouch and Belt (1) Wire Strippers

 (1) Holding Screwdriver (1) Stubby Screwdriver

# OPTIONAL TOOL LIST

Nut drivers ¼” – ½” Tin snips

Combo (box/open) end wrench - ¼” to ¾” Tape measure (25’ or less)

Ratchet wrench – ¼” to 9/16” Battery drill (provided by contractor)

When tools and/or safety equipment that are the Employee’s responsibility and in the Employee’s possession (i.e. hand tools or protective clothing) and said Employee fails to bring the tool/equipment to the jobsite, the Employee will be sent home without pay, including show up pay.

**Section 2.18.** All employees who are members of the Union on the effective date of this agreement shall be required to remain members of the Union as a condition of employment during the term of this agreement. New employees shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first day following the dates of their employment, or the effective date of this agreement, whichever is later.

**Section 2.19.** On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

**Section 2.20.** The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the I.B.E.W., other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

 The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the I.B.E.W. or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

 All charges or violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

**Section 2.21.** No workman shall use any automobile, motorcycle, or other vehicle in a manner considered to be unfair to other workmen or against the interest of the Union.

**Section 2.22.** The Employer shall furnish all terminated employees with a signed termination slip at time of termination, stating date, time and reason for termination.

**ARTICLE III**

**HOURS - WAGE PAYMENT**

**WELFARE CONTRIBUTIONS - PENSION CONTRIBUTIONS**

**APPRENTICES - WORKING CONDITIONS - SAVINGS – STEWARDS**

**Section 3.01.** Eight hours work, between the hours of 7:00 a.m. and 3:30 p.m., with thirty consecutive minutes for an established lunch period, shall constitute a workday. Forty hours within five days, Monday through Friday inclusive, shall constitute a workweek. Furthermore, following advance notice to the Business Manager, when requested by the customer, or when other trades with whom the electrician’s work must interact are working four ten-hour shifts, and when, under other circumstances the Business Manager has granted approval, the Employer may institute a workweek consisting of four consecutive 10-hour days between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, with one-half hour allowed for a lunch period, and 10 minutes allowed for both morning and afternoon coffee breaks. Friday may be used as a make-up day, and if utilized, a minimum of eight hours must be scheduled. After 10 hours in a workday, or 40 hours in a workweek, overtime shall be paid pursuant to Section 3.04 of this Agreement. The scheduled lunch period shall begin no later than five hours after the scheduled job starting time. All workmen required to work more than two hours past the end of their regular eight-hour day or shift, or ten-hour day or shift as the case may be, shall be given thirty minutes off with pay for lunch, provided the overtime is unscheduled. Unscheduled is defined as follows: When a workman has not been notified on the preceding working day that he is to work overtime the following day.

 When so elected by all the parties involved, and with the notification of the Business Manager and Steward on the job, the starting and quitting time may be altered by no more than two (2) hours. Starting times other than 7:00 a.m., once enacted, shall not be changed without the mutual consent of the parties to this Agreement. All shift starting times shall also be altered the same.

 The approved starting time for all workmen on the job shall be the same. Staggered starting times will not be permitted.

 It shall be the Contractor’s responsibility to notify the Business Manager of any job having an altered sta

rting time prior to men being referred to said project.

**Section 3.02.** No work, except in case of true emergency, shall be performed outside of the regular working hours stated in Section 3.01 without prior notification to both parties to this Agreement.

 All overtime, Monday through Friday and the first ten (10) hours worked on Saturday or on any shift on Saturday, shall be paid at time and one-half (1-1/2) the regular straight time rate of pay. All hours on Saturday over the first ten (10) hours and on Sundays, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day shall be paid at two (2) times the regular straight time rate of pay. Overtime shall be evenly distributed and the list shall be maintained by the steward on the job with consideration to work area and specific tasks.

 When a holiday falls on Sunday the following Monday shall be considered the legal holiday. When a holiday falls on Monday, Tuesday, Wednesday or Thursday, the following day shall be considered a normal workday. When the holiday falls on Saturday, Friday will be recognized as the holiday.

**Section 3.03.** No work shall be performed on Labor Day except in case of true emergency. True emergency defined: when situation arises causing a hazard to life or property.

**Section 3.04.** (a). The pay week shall end at midnight Sunday or at the conclusion of the last shift between midnight Sunday and 7:00 a.m., Monday. Wages shall be paid weekly, not later than quitting time on Wednesday. This shall not extend past 3:30 p.m. In the event wages to the Employees are not paid by 3:30 p.m., the Employee shall be paid one and one-half times (1 ½) his current cash per hour rate for each hour waiting time is owed until midnight of the calendar day that wages were owed. Thereafter, waiting time shall be paid at the rate of $100 per day. Failure of an Employee to turn in his time slip as prescribed by the Employer shall void any waiting time as prescribed above. Under all situations covered by this section, should an Employer have a good faith belief that wages are not due and payable, or if the Employer has made a good faith attempt to pay the wages in a timely manner, waiting time shall not be owed if wages are subsequently ordered to be paid without a finding that the employer had withheld such wages in bad faith. Any regularly employed workman laid off or discharged by the Employer shall be paid all his wages immediately unless the Employer provides to the Employee and the Business Manager a signed receipt or other compelling evidence that property owned by the Employer was provided to the employee and that such property remains in the possession of the employee. In such event, such property must first be returned by the employee to the Employer, upon which return full wages shall be paid immediately. In the event he is not paid off, the Employee shall be paid one and one-half times (1 ½) times his current cash per hour rate for each hour waiting time is owed until midnight of the calendar day that wages were owed. Thereafter, waiting time shall be paid at the rate of $100 per day. The Employers reserve the right to direct the activities of an Employee during the time they are being paid in event of discharge or lay-off. When a workman quits a job, upon proper notice to Employer, his full pay shall be in the mail by midnight on the following payday, subject to the same provision stated above regarding return of Employer’s property. Failure to do so, the Employer shall pay the Employee four (4) hours waiting time at double the straight time rate of pay. Employees hired for an emergency job during weekends shall be paid the next following payday. If a holiday falls on or is celebrated on Monday through Wednesday of any week, Thursday of that week shall be payday. The Employer will, whenever possible, notify the Local Union Business Manager forty-eight (48) hours in advance of any Employee lay-off.

**Section 3.04.** (b). When an Apprentice is transferred by the Apprenticeship Committee, his full payday shall be in the mail and postmarked no later than midnight of the following payday after which he was transferred. Failure of the Employer to do so, the Employer shall pay the Apprentice four (4) hours waiting time at double the Apprentice’s straight time rate of pay.

**Section 3.04.** (c). All Employees shall be paid in one check with the proper deductions for all wages to any given payroll period. The check stub shall show hours worked, pay period worked, amount earned, and all deductions including weekly dues, savings, social security tax, withholding tax, etc. When different rates apply, they shall be indicated separately, along with hours worked at the applicable rates. In the event a payroll check of an Employee is denied by the bank due to true lack of funds, the Employer shall be required to pay all Employees in cash, certified check or money order (if paid by cash, certified check or money order, a wage deduction and fringe stub must accompany payment) for the balance of the current bargaining Agreement or may be subject to having this Agreement terminated upon forty-eight (48) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that said check or checks have been made good.

**Section 3.04.** (d). Any Contractor whose home office is in excess of twenty-five (25) miles from the City limits of Warren, Ohio, or out of State, shall establish local banking arrangements for payroll purposes. Any grievance arising out of a payroll check being denied by the bank shall be processed under the grievance procedure of the Labor Agreement within forty-eight (48) hours.

**Section 3.04** (e). Wages shall be paid weekly by cash, by check or by direct electronic deposit to the bank or credit union of the employee’s choice, not later than quitting time on Wednesday. Should the Employer elect to pay wages by direct deposit, an Employee may elect to demand to be paid by check if the Employee submits written explanation to the Employer and the Business Manager of any special circumstance which should reasonably exempt him from direct deposit of wages. When direct electronic deposit of wage is used, the Employer shall also send to the employee, by email or regular mail, written evidence of wages, such as a paystub, sent no later than quitting time on Wednesday. The time limitations and penalties of Section 3.04 are equally applicable to electronic deposit of wages.

**Section 3.05 WAGES:**

 11/29/2021 5/30/2022 11/28/2022

Journeyman Wireman Wage Rate (C.P.H.)\*---- $37.04 $37.30 $38.71

Health & Welfare---------------------------------- 7.53 7.90 7.90

L.U. #573 Pension (18.37% of gross C.P.H)----- 6.80 6.85 7.11

Profit Sharing (10% of gross C.P.H.)--- 3.70 3.73 3.87

NEBF (3% of gross C.P.H.)------------------------ 1.11 1.12 1.16

 Sub-Total---------- $56.18 $56.90 $58.75

N.E.I.F. (2/10 of 1% of gross C.P.H.)------- .07 .07 .08

E.C.C.A.\* (1.10% of gross C.P.H .41 .41 .43

Apprenticeship ($.90 per hour EFFECTIVB 5/30/2022) with $25.00

 Minimum payment per Employer------------------- 1.50 .90 .90

ECAF\* ---------(.15 cents per hour)------------- .15 .15 .15

LMCC\* ---------(.20 cents per hour)--------------- .20 .20 .20
NLMCC \*-------(.01 cents per hour)---------------- .01 .01 .10

 TOTAL-------------- $58.52 $58.64 $60.52

FOREMEN:

 4 Journeymen---( 1 at 10% premium)--------- $40.74 $41.03 $42.58

 7 Journeymen---( 1 at 15% premium)--------- $42.60 $42.90 $44.52

11 Journeymen---( 1 is GF at 25% premium)-- $46.30 $46.63 $48.39

 Sub-Foreman-----(10% premium)------------- $40.74 $41.03 $42.58

APPRENTICES:

 11/29/2021 5/30/2022 11/28/2022

1st period--------40% of J.W. Rate $14.82 $14.92 $15.48

2nd period-------45% of J.W. Rate $16.67 $16.79 $17.42

3rd period-------50% of J.W. Rate $18.52 $18.65 $19.36

4th period-------55% of J.W. Rate $20.37 $20.52 $21.29

5th period-------60% of J.W. Rate $22.22 $22.38 $23.23

6th period-------65% of J.W. Rate $24.08 $24.25 $25.16

7th period-------70% of J.W. Rate $25.93 $26.11 $27.10

8th period-------75% of J.W. Rate $27.78 $27.98 $29.03

9th period-------80% of J.W. Rate $29.63 $29.84 $30.97

10th period------90% of J.W. Rate $33.34 $33.57 $34.84

 Eight percent (8%) of gross C.P.H. shall be deducted and forwarded on prescribed form for Employee’s Savings Plan if authorized by Employee.

 One fourth of one percent (1/4 of 1%) or .25% of gross C.P.H. shall be deducted and forwarded on prescribed forms for United Way Contribution and/or IBEW National PAC Fund, if authorized by Employee.

\*Cash Per Hour \*Electrical Central Collection Administration

\* Electrical Contractors Administration Fund (Section 6.05)

\*National Labor-Management Cooperation Fund (Article IX)

**\***Labor-Management Cooperation Fund (Article X)

**Section 3.05 (b).** Any worker employed under the collective bargaining agreement specifically as a welder will receive an additional $1.00 per hour above Journeyman’s rate of pay.

**Section 3.06.** (a). No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on the job.

**Section 3.06.** (b). The Employer shall pay traveling time and furnish transportation from shop to job, job to job and job to shop, within the jurisdiction of the Union. When transportation is not furnished, the workmen shall be reimbursed at the rate allowable by the IRS for travel from shop to job, job to job and job to shop. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, board and room and all necessary expenses. The employer may contract with the individual employee to an agreed stipend to induce travel outside the jurisdiction which compensation shall not be categorized as ‘gross labor payroll’.

**Section 3.07.** (a.)The Employer agrees to deduct and forward to the Financial Secretary of the Local Union—upon receipt of a voluntary written authorization—the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

**Section 3.07.** (b).The Employer agrees to deduct and transmit to the IBEW National PAC Fund the amount of .25% (1/4 of 1%) of gross wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the IBEW National PAC Fund. These transmittals shall occur monthly, and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

**Section 3.07** (c).The Employer agrees to deduct and transmit to the United Way Fund the amount of .25% (1/4 of 1%) of gross wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by IBEW Local 573. These transmittals shall occur monthly, and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

**Section 3.08.** On all jobs requiring four (4) Journeymen, the Employer shall appoint one (1) Journeyman as Foreman, who shall receive a premium payment of ten percent (10%) per hour.

 On all jobs requiring seven (7) Journeymen, the Employer shall appoint one (1) Journeyman as Foreman, who shall receive a premium payment of fifteen percent (15%) per hour.

 On all jobs requiring eleven (11) or more Journeymen, the Employer shall appoint a General Foreman at a premium of twenty-five percent (25%) per hour and a Sub-Foreman at a premium of ten percent (10%) per hour as per the following schedule:

Total Number of Journeymen General Sub-

 including Foremen Foremen

General Foremen and Sub-Foremen

 11 thru 13 1 0

 14 thru 22 1 1

 23 thru 36 1 2

 37 thru 50 1 3

 51 thru 64 1 4

 65 thru 78 1 5

 79 thru 92 2 6

 93 thru 116 2 7

 Foremen and Sub-Foremen shall be permitted to work with the tools at the option of the employer.

**Section 3.09.** When a workman is not notified on the preceding day that he is not to work on the next day, or when a workman is notified to report for work and is not put to work, he shall be allowed not less than two (2) hours time for reporting. The right is reserved by the Employer to direct the activities of Employees during time for which they are paid as follows: storing or checking material, cleaning or repairing tools or electrical equipment and sweep cleaning of the shop area not involving inclement weather.

**Section 3.10. Shift Work**----When so elected by the Contractor multiple shifts of at least five (5) consecutive days duration may be worked. When two (2) or three (3) shifts are worked:

 **The First Shift** (day shift) shall be worked between the hours of 7:00 a.m. and 3:30 p.m. Workmen on the day shift shall receive eight (8) hours’ pay at the regular hourly rate for eight (8) hours’ work.

 **The Second Shift** (swing shift) shall consist of eight consecutive hours worked between the hours of 3:30 p.m. and 12:00 a.m. Workmen on the swing shift shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

 **The Third Shift** (graveyard shift) shall consist of seven consecutive hours worked between the hours of 12:00 a.m. and 7:00 a.m. Workmen on the graveyard shift shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

 A lunch period of thirty minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1-1/2) times the “shift” hourly rate.

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

**Section 3.11.** The Employer shall provide on all jobs a suitable heated space for storing or keeping workmen’s clothing and tools, and shall be held responsible for the loss of same by fire or theft provided tools and clothing are stored in such place. The space to be used for this purpose only. Heated space shall be provided between the dates of October 1 to April 1. No work shall be performed unless this Section is complied with.

**Section 3.12.** During periods of critical unemployment, the Employer may rotate his workmen employed under the terms of this Agreement, so that all Employees in need may work part of the time until all Employees are working. This does not pertain to supervision such as Foremen, Sub-Foremen or Job Foremen.

**Section 3.13.** Each Employee shall make his own arrangements with his Employer to take time off for vacation, if he so desires. In order that progress on a job shall not be disrupted, it is agreed that not more than ten percent (10%) of the Employees in any shop or on any job shall be allowed to take their vacations at the same time, unless agreed to by the Employer.

**Section 3.14.** On industrial job sites, the on-site fabrication and installation of all boxes, brackets and templates not generally manufactured and the on-site fabrication and installation of all open type current carrying bus shall be performed by I.B.E.W. Members referred through Local Union #573 to an Employer performing work inside Local Union #573’s jurisdiction. Any discrepancy on this requirement shall be referred to the representative of the parties to this Agreement for determination. Should an employer elect to do pre-fabrication work, such work shall be performed by an IBEW member under the supervision of an IBEW #573 Journeyman Wireman.

**Section 3.15.** It is further mutually agreed between the parties hereto that the Employers and the Union shall comply with all the applicable provisions of the I.B.E.W. Local #573 Savings Plan.

**Section 3.16.** (a). The Employer shall forward monthly a payroll report on a form prescribed for that purpose and furnished by the Electrical Central Collection Administration, showing Gross Wages, Savings, Pension, Welfare, Apprenticeship and Training Assessments, NEBF, NEIF, Working Dues, ECCA, ECAF, LMCC and NLMCC, paid each employee, including a check as required by approved forms. Said monthly report and check shall be mailed to reach the office of the Electrical Central Collection Administration on or before the fifteenth (15th) day of the month following the month in which work is performed.

 The Employer shall forward monthly a report on a form prescribed for that purpose and furnished by IBEW Local Union #573, showing Gross Wages, COPE deductions and United Way deduction, paid by each employee, including a check payable to IBEW National PAC Fund for the COPE and a check payable to United Way of Trumbull County for United Way as required by approved forms. Said monthly report and check shall be mailed to reach the office of IBEW Local Union #573 on or before the fifteenth (15th) day of the month following the month in which work is performed.

**Section 3.16.** (b). The last Sunday of each month shall be the date on which wages and fringe benefits are computed for the monthly payroll reports.

**Section 3.16.** (c). Separate monthly reports will be required for work performed under separate types of Agreements such as: Residential Agreement, National Maintenance Agreement, Portability Agreement and any other specialized Agreements that may arise in the future.

**Section 3.17.** It shall be the responsibility of the Employer to furnish (when not available) fresh water for drinking purposes to workmen employed under the terms of this Agreement.

**Section 3.18.** All workmen in the jurisdiction of Local Union #573, I.B.E.W., will have a ten (10) minute coffee break in the morning. The time and place will be decided by the General Foreman and Steward on the job. Nothing herein shall prohibit an Employer from permitting additional break time to individual employees when appropriate. Further, when pre-determined shifts of ten or more hours are worked, there shall also be a ten (10) minute coffee break in the afternoon. On jobs of more than four (4) men, the break area shall be out of the weather.

**Section 3.19.** On all jobs where eight or more workmen are employed at one time under the terms of this Agreement, sufficient toilet facilities shall be provided unless furnished by the General Contractor or the customer. They will be so constructed that the occupants shall be shielded from view and protected against weather and falling objects and maintained in a sanitary condition.

**Section 3.20.** On industrial jobs where a Journeyman Wireman is assigned as a Crane Operator, said Journeyman Wireman will work full time on the crane and will be allowed to make only one move to other work each day.

 This section will in no way prevent any workman from making use of a Crane when occasional lifts are needed. When there is no permanently assigned Crane Operator on the job, workman may return to normal job after operation of a Crane.

**Section 3.21.** Workmen employed under the terms of this Agreement when required to work in potentially hazardous areas where special protective equipment is required because of environmental or atmospheric health or safety hazards shall receive a fifteen percent (15%) premium per hour added to his base rate for the time the workman would be performing manual labor within a hazardous area. Any partial pay hours worked in hazardous areas will be increased to the next full pay hour. Issues related to a Global Pandemic such as COVID-19 shall not be considered an environmental or atmospheric health or safety hazard as contemplated by this paragraph.

 Unconventional job hazards such as gaseous conditions and other chemical vapors shall be determined under Section 3.22 of this Agreement.

**Section 3.22.** The representatives of the parties to this Agreement shall be charged to administer and decide areas of controversy that develop on industrial construction sites due to extenuating circumstances. These areas of controversy shall include unreasonable time expended on job to gate travel and excessive dirt conditions but not limited to it. Any protective items furnished by the Contractor shall be in usable conditions to protect the Employee and insure his safety.

**Section 3.23.** For shifts on commercial or institutional work of five thousand dollars ($5,000.00) labor or less the five (5) days duration requirement as amended shall be waived according to Section 3.10.

Section 3.24 Scholarship deductions – Effective November 27, 2017, the Employers agree to deduct from the pay of all Apprentices who have completed and signed an Apprentice Authorization of Payroll Deduction for Tuition Form provided by the Warren Joint Electrical Apprenticeship & Training Committee, the amount set forth on the form, and pay the same to the Warren Joint Electrical Apprenticeship & Training Committee Local 573 Joint Apprenticeship Scholarship Fund.

**ARTICLE IV**

**STANDARD INSIDE REFERRAL**

**Section 4.01.** In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

**Section 4.02.** The Union shall be the sole and exclusive source of referral of applicants for employment.

**Section 4.03.** The Employer shall have the right to reject any applicant for employment.

**Section 4.04.** The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

**Section 4.05.** The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN

**GROUP I.** All applicants for employment who have four or more years experience in the trade; are residents of the geographical areaconstituting the normal construction labor market; have passed a Journeyman Wireman’s examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. Or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee; and who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the Collective Bargaining Agreement.

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

**GROUP II.** All applicants for employment who have four or more years experience in the trade and who have passed a Journeyman Wireman’s examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

**GROUP III.** All applicants for employment who have two or more years’ experience in the trade; are residents of the geographical area constituting the normal construction labor market; and who have been employed for at least six months in the last three years in the geographical area covered by the Collective Bargaining Agreement.

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

**Section 4.06.** If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer’s request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but, such applicants, if hired, shall have the status of “temporary employees”.

**Section 4.07.** The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such “temporary employees” and shall replace such “temporary employees” as soon as registered applicants for employment are available under the Referral Procedure.

**Section 4.08.** “Normal construction labor market” is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal-labor supply is secured.

 Townships - Trumbull County - all townships except Liberty and

 Hubbard.

 Ashtabula County - Colebook, Wayne, Williamsfield, Orwell, Windsor. Geauga County - Auburn, Middlefield, Parkman, and Troy.

 Portage County - Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris, and Windham.

 Mahoning County - Milton.

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

**Section 4.09.** “Resident” means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

**Section 4.10.** “Examinations” -- An “Examination” shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years experience in the trade.

**Section 4.11.** The Union shall maintain an “Out of Work List” which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

**Section 4.12.** An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

**Section 4.13.** Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the “Out of Work List” and then referring applicants in the same manner successively from the “Out of Work List” in GROUP II, then GROUP III, and then GROUP IV. Any Applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

**Section 4.14.** The only exceptions which shall be allowed in this order of referral are as follows:

 (a). When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

 (b). The age ratio clause in the agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority GROUPS, if any, shall first be exhausted before such over age reference can be made.

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

**Section 4.15.** An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

**Section 4.16.** It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.14 of this agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this agreement and its decisions shall be in accord with this agreement.

**Section 4.17.** A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

**Section 4.18.** A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employers who are parties to this agreement.

**Section 4.19.** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the agreement between the parties.

**Section 4.20.** When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

 (a). Temporary employees, if any are employed, shall be laid off first. Then Employees in GROUP IV shall be laid off next, if any are employed in this GROUP. Next to be laid off are employees in GROUP III, if any are employed in this GROUP, then those in GROUP II, and then those in GROUP I.

 (b). Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.14 is required.

(c). Supervisory employees covered by the terms of this agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate GROUP in paragraph (a) above.

Section 4.21 An Employer shall have the right to recall for employment any former Employee that the Employer has laid off, provided that:

1. The former Employee is in the highest level Group on the referral list containing applicants for work, regardless of the individual’s position on the list;
2. The recall is made within 30 days from the time of the layoff.
3. The Employer may recall an Employee more than 30 days from the time of layoff if the following conditions are met:
	1. The recall is for the same customer as the layoff;
	2. The former employee has not quit his most recent employer within two weeks prior to the recall request;
	3. Agreement between the Employer and Employee;
	4. Notification to and agreement between the NECA Chapter Manager and Business Manager; and
	5. A specific return date is listed on the separation notice.

**ARTICLE V**

**APPRENTICESHIP AND TRAINING**

Section 5.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

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

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

Section 5.02. All JATC member appointments, reappointments, and acceptance of appointments shall be in writing. Each member shall be appointed for a 3-year term, unless being appointed for a lesser period of time to complete an un-expired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 5.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

Section 5.05. The JATC may select and employ a part-time or full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties and responsibilities of the Training Director, the JATC should review the Training Director’s Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06. To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job-training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job-training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

Section 5.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09. Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign un-indentured workers who meet the basic qualifications for apprenticeship. Un-indentured workers shall not remain employed if apprentices become available for OJT assignment. Un-indentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

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

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

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

Section 5.11. The Employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and un-indentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.12. Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeymen Wiremen.

Number of Journeymen Maximum Number of Apprentices/Unindentured

 1 to 3 2

 4 to 6 4

 Etc. Etc.

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

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

Section 5.13. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer’s designated supervisor or journeyman based on their evaluation of an apprentice’s skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this agreement.

Section 5.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

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

Section 5.16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: one dollar and fifty cents ($1.50) per hour ($.90 contribution rate effective 5/30/2022) for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

**ARTICLE VI**

**FRINGE BENEFITS**

**Section 6.01.** It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (“NEBF”), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF’s designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt payment due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

 An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

**Section 6.02.** It is agreed that the Employer shall pay into a Welfare Fund, seven dollars and ninety cents ($7.53 effective 11/29/21, $7.90 effective 5/30/22 $.13 from us, $.12 from mgmt. PCA is increased to $.80 $.12 added to PCA) per hour on all hours worked by the Employees under the terms of this agreement. Said payments and prescribed report forms shall be made in accordance with the terms of this agreement and a Welfare Agreement and Declaration of Trust.

 \*\*For the life of this agreement, maintenance of the existing Welfare Fund will be shared 50/50 between the member contribution and the Employer contribution. However, the Employer’s contribution shall not exceed twenty-five ($.25) during any one-year period of this agreement. ($.25 used 5/31/2021 .125 split each) ($.25 increase 5/30/22 $.13 from labor, $.12 from, mgmt)

**Section 6.03.** (a). It is agreed that the Employer shall pay into the I.B.E.W. Local #573 Pension Plan an amount equal to 18.37 percent (18.37%)of the Gross Payroll for all workmen employed under the terms of this agreement. Such payments shall be made in accordance with the terms of this agreement and under the authority of the I.B.E.W. Local #573 Pension Plan and Declaration of Trust, and on forms provided by the Pension Plan.

**Section 6.03. (**b). It is agreed that the Employer shall pay into the I.B.E.W. Local #573 Profit Sharing Plan (Annuity) an amount equal to ten percent (10%) of the Gross Payroll for all workmen employed under the terms of this agreement. Such payments shall be made in accordance with the terms of this agreement and under the authority of the I.B.E.W. Local #573 Profit Sharing Plan (Annuity) and Declaration of Trust, and on forms provided.

**Section 6.04.** (a). An Electrical Central Collection Administration (E.C.C.A.) shall be established by January 1, 1982 by the parties to this agreement, and all fringe benefits, working dues and savings deductions shall be paid monthly to the Electrical Central Collection Administration (E.C.C.A.) as set forth in the Labor Agreement. Payments to the Electrical Central Collection Administration (E.C.C.A.) shall be made on or before the fifteenth (15th) day of the month following the month in which work is performed. Employers who fail to remit as provided above shall be additionally subject to having this agreement terminated upon seventy-two (72) hours notice in writing being served by the Union. It is agreed that the fund is to be administered solely by the Employers and the fund may not be used in any manner detrimental to the Local Union or the I.B.E.W. and that enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the employers and not the Local Union.

**Section 6.04.** (b). Each Employer who employs union members pursuant to this Collective Bargaining Agreement shall make all payments for fringe benefits on a monthly basis in the form and manner prescribed by the Electrical Central Collection Administration, based upon the mutual agreement of the parties to this Collective Bargaining Agreement.

 Said monthly payments shall be made on or before the fifteenth (15th) day of the month following the month in which work is performed.

 The funds so paid to the Electrical Central Collection Administration shall be maintained in a separate account by the Administration.

 Not later than the fifteenth (15th) day of the month following the month in which work is performed and payments for fringe benefits made, each employer shall send to the Electrical Central Collection Administration a reporting form showing the total amount of contribution for each employee for work performed during the preceding month, in such form and manner as may be prescribed by the Administration, based upon the mutual agreement of the parties to this Collective Bargaining Agreement.

 Forms for the monthly reporting shall be furnished by the Administration to each employer and it shall be the obligation of each employer to request additional forms when required.

 The Electrical Central Collection Administration shall distribute the fringe benefits so held to the Trustee of the appropriate fringe benefit funds or to the Local Union in the case of dues, no later than seven (7) days after receipt of the monthly report.

 It is recognized that, based upon prior experiences the cost of collecting, distributing, and administering the said fringe benefit fund equals 1.10%, (one and one-tenth percent) of each employer’s gross monthly labor payroll. Each employer employing persons under the terms of this Collective Bargaining Agreement agrees to contribute that amount monthly to the Electrical Central Collection Administration at the time the employer’s monthly report is submitted. Such amount to be used for the purpose of defraying the cost of the collection, distribution and administration of the said fringe benefit funds. This amount may be changed by mutual agreement of the parties hereto on a later date based upon the operating experience to that date.

 The failure of an individual employer to make the contribution for the defraying of the costs of collection, distribution and administration of fringe benefit funds shall be deemed to be a breach of the Collective Bargaining Agreement as fully as if the employer had failed to contribute fringe benefit payments hereunder.

 It is agreed that an Employer whose contributions are delinquent shall be obligated to pay, and shall pay, as for liquidated damages for the failure of timely payments, an amount equal to twenty percent (20%) of the gross amount of contributions due hereunder. The enforcement of this liquidated damage provision shall be in the same manner as the collection of benefit contributions due hereunder.

**Section 6.05.** Electrical Contractors Administration Fund (E.C.A.F.)---Each Employer covered by this agreement shall contribute to the E.C.A.F. fifteen cents (.15 cents) per hour (effective June 2, 2003) for all hours worked by all employees covered by this agreement. The Fund shall be administered solely by the Association and shall be utilized to pay for the employer’s costs of the labor contract administration including negotiation, disputes and grievance representation. In addition, all other administrative functions required of management such as service on all funds as required by federal law. Further from time to time it shall be utilized for promotion of the electrical contracting industry and the enhancement of labor relations in the Warren area. This fund will not be used in any manner detrimental to the Local Union or the I.B.E.W. The enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the Employers and not the Local Union.

**ARTICLE VII**

**INDUSTRY FUND**

**Section 7.01.** Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

 1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.

 2. One Hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

 (Productive Electrical payroll is defined as the total wages (including overtime) paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

 Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

**ARTICLE VIII**

**SAFETY RULES**

**Section 8.01.** There shall be a Joint Safety Committee consisting of three (3) members representing the Chapter and three (3) members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal or greater than the standards for construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State laws. These safe work rules as recommended by the Committee shall be submitted to the parties to this Agreement to be used as part of this Collective Bargaining Process. Any proposed changes or revisions in these safe work rules shall first be considered by this Committee for their concurrence and recommendations before being acted upon by the parties to this Agreement.

**Section 8.02.** It shall also be the function of this Committee to study and up-date these safe work rules for the benefit of both parties. This Committee shall meet at least once each quarter, and also when called by the Chairman or when called by a majority of the current Committee Members.

**Section 8.03.** Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the parties they represent. The term of one (1) Chapter and one (1) Union representative shall expire each year with successors to be determined in the same manner as the original appointments. A Committee Member is eligible to succeed himself.

**Section 8.04.** Safety Co-Coordinator -- the Steward shall serve as Safety Co-Coordinator on his respective project. He shall see that all safety regulations are followed. He will also inspect tools and equipment and have removed from job site any tools and equipment deemed unsafe. The Steward shall be allowed sufficient time on the job to receive workers complaints of unsafe working conditions or unsafe tools and equipment, to investigate these alleged violations and to seek correction of same.

**Section 8.05.** There shall be a copy of the Local Union #573 Safety Regulations posted on all jobs and strict adherence to same shall be maintained.

**Section 8.06.** It is the Employer’s primary responsibility to insure the safety of its employees and their compliance with these safety rules and standards. The Employee shall share in that responsibility by not purposely or negligently failing to comply with the safety rules and standards.

**Section 8.07.** On all energized circuits or equipment carrying 440 volts or over and 250 volts DC as a Safety measure, two or more Journeymen Wiremen must work together.

 Both Journeymen Wiremen must wear adjustable hard-hats with face shields attached, a set of NFPA 70E compliant clothing (provided, cleaned and maintained by the employer), and hot gloves (rated for proper voltage), and any and all other safety equipment that may be required in accordance with Section 8.06.

**ARTICLE IX**

**NECA-IBEW NATIONAL LABOR MANAGEMENT COOPERATION FUND**

**Section 9.01.** The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175 (a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. 186 (c)(9). The purposes of this Fund include the following:

 (1) to improve communication between representatives of labor and management;

 (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

(3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

 (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

 (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;

(6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;

(7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

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

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

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

**Section 9.02.** The Fund shall function in accordance with, and as provided in, it’s Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

**Section 9.03.** Each Employer shall contribute one cent ($0.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which labor was performed. The Mahoning Valley Chapter, NECA (Warren Divison) or its designee, shall be the collection agent for this Fund.

**Section 9.04.** If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars ($20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys’ fees.

# ARTICLE X

**LABOR MANAGEMENT COOPERATION COMMITTEE**

**Section 10.01**. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

1. to improve communications between representatives of labor and management;
2. to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5. to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
6. to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
7. to engage in public education and other programs to expand the economic development of the electrical construction industry;
8. to enhance the involvement of workers in making decisions that affect their working lives; and,

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

**Section 10.02**. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

**Section 10.03**. Each employer shall contribute $0.20 per hour. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Mahoning Valley Chapter, NECA, (Warren Division) or its designee, shall be the collection agent for this Fund.

**Section 10.04**. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars ($20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

# ARTICLE XI

# SUBSTANCE ABUSE PROGRAM

**Section 11.01.** The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

# ARTICLE XII

# CODE OF EXCELLENCE

**Section 12.01.** The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism and productivity. The Code of Excellence has proven to be a vital element in meeting the customers’ expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA. All projects under this Agreement shall be identified as Code of Excellence projects and all employees shall receive Code of Excellence training. Local #573 is responsible for training all employees prior to hiring unless the contractor agrees to provide training during the new hire process.

# SEPARABILITY CLAUSE

 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

 Subject to the approval of the International President, I.B.E.W.

SIGNED FOR EMPLOYER SIGNED FOR THE UNION

MAHONING VALLEY CHAPTER, LOCAL UNION #573

## NATIONAL ELECTRICAL INTERNATIONAL BROTHERHOOD

CONTRACTORS ASSOCIATION, INC. OF ELECTRICAL WORKERS

(WARREN DIVISION)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXECUTIVE DIRECTOR BUSINESS MANAGER

Thomas Lipka Michael Nemkovich

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_