

# RESIDENTIAL AGREEMENT

AGREEMENT BY AND BETWEEN THE MAHONING VALLEY CHAPTER N.E.C.A. (WARREN DIVISION) AND LOCAL 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:

## TYPE OF WORK COVERED BY THIS AGREEMENT

It is mutually agreed that the provisions of this Agreement shall apply to **residential work and apartments with no limitations to the number of units involved plus all electrical repair work on any home or individual apartment unit within any size apartment building. This shall also include installation of new services, all wiring necessary for electric range, washers, dryers, air conditioners, electric heating, hot water heaters, furnaces, yard lighting and rewiring of the above type structures shall be covered under the terms of this Agreement. Nursing homes and Assisted Living facilities shall be worked as a blended crew utilizing the Residential Agreement for all living quarters and the Inside Agreement for the Service and all common areas.**

## ARTICLE I

### Effective date - Changes - Grievances - Disputes

Section 1.01. This Agreement shall take effect **August 26, 2024** and shall remain in effect until **August 29, 2027** 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.

**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.

(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.

(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.

(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 anniversary date. The Council's decisions shall be final and binding.

(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.

(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 hereto. 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 I.B.E.W. 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 Employer. 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 representative 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 parties to this Agreement in writing within 30 working days of the grieving party 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 a ruling has been made.

## **ARTICLE II**

### **EMPLOYER RIGHTS -- UNION RIGHTS**

**Section 2.01.** (a) Certain qualifications, knowledge, experience and 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 (whose principal business is in The Electrical Contracting Industry) and maintaining a place of business, a suitable financial status to meet payroll requirements and employing not less than one Residential Wireman, and must have a business telephone, and must be open to the public during normal business hours.

(b). No member of the I.B.E.W., while he remains a member of such organization and subject to employment by employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

**Section 2.02.** 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 2.03.** (a). The Employer recognizes the Union as the exclusive representative of all employees performing work under the Agreement within the jurisdiction of the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, on the type of work as defined herein.

(b). The Employer agrees that, if it has not previously done so, it will recognize the Union as the exclusive collective bargaining agent for all employees performing electrical work within the jurisdiction of the Union on all present and future jobsites, if and when a majority of the Employer's employees authorizes the Union to represent them in collective bargaining.

**Section 2.04.** All Employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirtieth (30th) day following the date of their employment or the effective date of this Agreement, whichever is later, where permitted by applicable law.

**Section 2.05.** 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 such concession.

**Section 2.06.** An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another I.B.E.W. Local Union, who signs an assent to this Agreement, may bring up to four (4) bargaining unit Employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two (2) 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 a 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 2.07.** For all employees covered by this Agreement, the Employer shall carry the State of Ohio Industrial Commission and Bureau of Workmen's Compensation Insurance, Social Security, and such other protecting insurance as may be required by the laws of this State, and shall furnish satisfactory proof of such to the Union. He shall also make contributions to the Ohio Bureau of Employment Services. Contractor to furnish satisfactory proof of payment of Bureau of Workman's Compensation Insurance semi-annually.

**Section 2.08.** All Employers shall strictly comply with the standards of the Ohio State Industrial Commission Building and Construction Code and all federal safety regulations. No employee shall be discriminated against for any attempt to abide by the above paragraph.

**Section 2.09.** (a). In order to protect the public against a mechanic's lien and 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 one and one-half (1-1/2) 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.

The minimum amount of Bond shall be two thousand dollars (\$2,000.00) for any Contractor.

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

(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 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 of three times in the course of a contract year. This Surety Bond requirement shall be effective until the Anniversary date of the agreement between I.B.E.W. Local Union No. 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 No. 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 2.10. The Employer/Owner may work with the tools provided they hold the classification of Journeyman Wireman or Residential Wireman, report themselves for all hours worked, and pay all applicable wages, fringe benefits and comply with the terms and conditions or this agreement.**

**Section 2.11.** 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 finding has been made by the International President of the Union that such 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 of 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 binding resolution of disputes.

**Section 2.12.** It is further mutually agreed between the parties hereto that the Employers and the Union shall comply with all the applicable provisions of the Welfare Trust Agreement.

## ARTICLE III

### WORKING RULES

**Section 3.01.** Any electrical worker reporting at the shop or job shall not be permitted to start work before regular starting time.

**Section 3.02.** All electrical workers employed in this jurisdiction shall show their wages when requested by any representative of the Union.

**Section 3.03.** No workman shall use any personal vehicle or property to transport or store material or company equipment.

**Section 3.04.** No electrical worker shall take orders from anyone other than a recognized immediate supervisor.

**Section 3.05.** All time on any job or in any shop shall be equally distributed whenever practical between workmen.

## **ARTICLE IV**

### **APPRENTICESHIP AND TRAINING**

**Section 4.01.** The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Residential Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

The JATC shall be responsible for training. The JATC, however, may elect to establish a subcommittee consisting of two to four members appointed by the IBEW Local Union, and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Residential Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of the subcommittee, where one exists, shall include: interviewing, ranking and selecting applicants and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

**Section 4.02.** Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

JATC and subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill unexpired terms shall likewise be in writing.

The subcommittee, where one is established by 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, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be maintained by the JATC and its subcommittee, where a subcommittee is properly established.

**Section 4.03.** Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve. The JATC or its subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Residential Labor Management Committee for resolution.

**Section 4.04.** Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

**Section 4.05.** All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

**Section 4.06.** The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all Residential apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job-training assignments.

**Section 4.07.** The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, until two years after they should have completed the apprenticeship program and they must demonstrate they have acquired the necessary skills and knowledge to warrant the classification of Residential Wireman. Such individual may, however, reapply for Apprenticeship through the normal application and selection process after their indenture has been terminated.

**Section 4.08.** Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of two apprentices to one Residential Wireman on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the job site ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

**Section 4.09.** Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than three years of related training.

**Section 4.10.** The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Residential Apprenticeship and Training Standards. As a condition for completion of apprenticeship, the apprentice may also be required to obtain a license and/or other certification(s) required to work as a Residential Wireman.

**Section 4.11.** The apprentice is to be under the supervision of a Residential Wireman, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. A Residential Wireman is not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Residential Wireman or Supervisor is required to leave or is absent from the job, respecting any wage and hour regulations that may exist.

**Section 4.12.** The employer shall contribute to the local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this agreement.

**Section 4.13.** Upon satisfactory completion of the Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Residential Wiremen to work in the jurisdiction covered by this agreement.

Section 4.14. 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: \$.25 per hour 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 V

### HOURS -- WAGES -- WORKING CONDITIONS

**Section 5.01.** Eight hours work between the hours of 7:00 o'clock a.m. and 3:30 o'clock p.m., with thirty (30) minutes for a lunch period, shall constitute a workday. Forty (40) hours within five (5) days, Monday through Friday, inclusive, shall constitute the workweek.

When so elected by all parties involved, and with the notification of the Business Manager, the starting time may be changed to no earlier than 7:00 a.m. Starting times other than 7:00 a.m., once enacted, shall not be changed without mutual consent of the parties of this Agreement.

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 starting time prior to men being referred to said project.

Any workmen who has worked the regular work day (7:00 a.m. to 3:30 p.m.) and is required to work past 6:30 o'clock p.m., on non-scheduled work, shall be given thirty (30) minutes off for supper with pay.

It shall be a violation of this Agreement for a workman to leave a job area or stop when traveling from shop to job, job to job, or job to shop during work hours to partake of refreshments or take care of personal business, without the express permission of the Employer.

All workmen in the jurisdiction of Local Union No. 573, I.B.E.W., will have a ten (10) minute coffee break in the morning.

**Section 5.02. (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 **Friday**. 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 **Friday** 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.

(b). 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 **Friday**. 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 **Friday**. The time limitations and penalties of Section **5.02** are equally applicable to electronic deposit of wages.

**Section 5.02. (c) When an Apprentice is transferred by the Apprenticeship Committee he shall be released from the jobsite or shop one (1) hour prior to the end of the regular work shift hours. This one (1) hour of paid time is to enable the Apprentice to be cleared off the job and receive his next work assignment. The Apprentices full pay shall be in the mail and postmarked no later than midnight of the following payday after which he was transferred.**

**Section 5.03.** All work performed outside of the stated hours and on Saturdays will be paid at time and one-half (1-1/2x) of the regular straight time rate. Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or days celebrated as such, shall be paid at double (2x) the straight time rate.

**Section 5.04.** When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1 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 eight (8) consecutive hours worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the “graveyard shift” shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 P.M. Monday to coordinate the work with the customer’s work schedule. However, any such adjustment shall last for at least five (5) consecutive days’ duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the “shift” hourly rate.

There shall be no pyramiding of overtime rates and double the straight 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 5.05.** No work shall be performed on Labor Day except in case of an emergency.

**Section 5.06.** The minimum hourly rate of wages for Residential Wireman shall be as follows:

	<u>8/26/2024</u>	<u>6/1/2025</u>	<u>9/1/2025</u>	<u>8/31/2026</u>
Cash per hour-----	\$23.70	\$23.70	\$24.55	\$25.43
Health & Welfare-----	8.10	8.35	8.35	8.35
Pension----- (10%)--	2.37	2.37	2.46	2.54
Profit Sharing---- (10%)--	2.37	2.37	2.46	2.54
NEBF----- (3%)----	<u>.71</u>	<u>.71</u>	<u>.74</u>	<u>.76</u>
Sub-Total----	\$37.25	\$37.50	\$38.56	\$39.62
ECCA----- (1%)-----	.24	.24	.25	.25
JATC (\$25 min per employer)	.25	.25	.25	.25
NLMCC- (\$.01 per hour)	.01	.01	.01	.01
LMCC (.10 per hour)	.10	.10	.10	.10
E.C.A.F. (\$.15 per hour)	<u>.15</u>	<u>.15</u>	<u>.15</u>	<u>.15</u>
Total-----	\$38.00	\$38.25	\$ 39.32	\$40.38

On all jobs requiring four (4) or more Residential Wiremen, the Foreman shall be paid a premium of 10% per hour worked.

Rates of the Residential Trainees shall be as follows:

<u>Year</u>	<u>Percentage</u>	<u>8/26/2024</u>	<u>6/1/2025</u>	<u>9/1/2025</u>	<u>8/31/2026</u>
1 <sup>st</sup> 6 mths	60% of RW	\$14.22	\$14.22	\$14.73	\$15.26
2 <sup>nd</sup> 6 mths	65% of RW	\$15.41	\$15.41	\$15.96	\$16.53
2 <sup>nd</sup>	70% of RW	\$16.59	\$16.59	\$17.19	\$17.80
3 <sup>rd</sup>	80% of RW	\$18.96	\$18.96	\$19.64	\$20.34

In addition to the above hourly rates, payments will be made for the following:

N.E.B.F = 3%                      Pension =10%                      Profit Sharing = 10%

Health & Welfare = \$8.35 per hour worked (\$0.50 designated to PCA Account)

N.E.I.F. = .2% (NECA Members only)

E.C.C.A. = 1%

J.A.T.C. = \$.25 per hour with a \$25.00 minimum per employer

L.M.C.C. = \$.10 per hour worked

N.L.M.C.C. = \$0.01 per hour worked

E.C.A.F. = \$0.15 per hour worked

\*\*\*NOTE: For the first 6 month trainee period, the Pension and Profit Sharing Plans are not required.

Section 5.07. (a). It is agreed that the Employer shall pay into the IBEW Local Union 573 Pension Plan 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 IBEW Local Union 573 Pension Plan and Declaration of Trust, and on forms provided by the Pension Plan.

(b). It is agreed that the Employer shall pay into the IBEW Local Union 573 Profit Sharing Plan an amount equal to ten (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 IBEW Local Union 573 Profit Sharing Plan and Declaration of Trust, and on forms provided by the Profit Sharing Plan.

Section 5.08. It is agreed that the Employer shall pay into a Welfare Fund, eight dollars and ten cents (\$8.35) (effective 6/1/2025) 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. (\$.50 per hour shall be designated to the Personal Care Account.)

Should the Health and Welfare Program Trustees determine that an increase is necessary during the life of this agreement, the contribution amount, up to a maximum of twenty-five cents (\$0.25), will be paid by the *employer* for the period of 8/26/24 to 8/31/25. (used 6/1/25)

Should the Health and Welfare Program Trustees determine that an increase is necessary during the life of this agreement, the contribution amount, up to a maximum of twenty-five cents (\$0.25), will be paid by the *employer* for the period of 9/1/25 to 8/30/26.

Should the Health and Welfare Program Trustees determine that an increase is necessary during the life of this agreement, the contribution amount, up to a maximum of twenty-five cents (\$0.25), will be paid by the *employer* for the period of 8/31/26 to 8/29/27.

Section 5.09. The Employer shall provide, on all jobs, a suitable place for storing or keeping of 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.

**Section 5.10.** The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

**Section 5.11.** The Employer shall pay for traveling time and furnish transportation from shop to job, job to job, and job to shop, within the jurisdiction of the Union. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, board and room and all other necessary expenses.

The Employer shall also provide parking space for the cars of Employees when they are instructed to report to the shop for work.

**Section 5.12.** No traveling time shall be paid before or after working hours to workmen traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on the job.

**Section 5.13.** The Employer shall provide a suitable first-aid kit on each job and in each shop.

**Section 5.14.** 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 5.15.** An Electrical Central Collection Administration (E.C.C.A.) shall be established by the parties to this agreement, and all fringe benefits, and working dues 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.

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 to one percent (1%) 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, and 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 5.16.** (a). The Employer shall forward monthly a payroll report on a form prescribed for that purpose and furnished by the Electrical Central Collection Administration, including gross wages and working dues, paid for each employee employed under the terms of this Agreement.

(b). This form for dues is to be mailed to reach the office of Local Union 573 not later than seven (7) calendar days from the date on which the payroll period ends.

**Section 5.17.** All company-owned vehicles used by truck drivers or employees working under the terms of this Agreement shall have the name of the company painted on both sides of the vehicle in 2 1/2" minimum letters. Removable signs will not be permitted.

**Section 5.18.** 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 1, 1998) 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.

**Section 5.19.** Each Employer shall also forward to the Apprenticeship Committee a monthly report on each Residential trainee in his employment, on a form prescribed and furnished by said Committee.

## ARTICLE VI

### NATIONAL EMPLOYEES BENEFIT FUND

**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 collections 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 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 assignees. The payment and the payroll report shall be mailed to reach the office of the appropriate collection agent no later than fifteen (15) calendar days following the end of each calendar month.

Individual Employers 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 this Labor Agreement.

## ARTICLE VII

### NATIONAL ELECTRICAL 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 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

### REFERRAL PROCEDURE

**Section 8.01.** 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 interests of 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 8.02.** The Union shall be the sole and exclusive source of referral of applicants of employment.

**Section 8.03.** The Employer shall have the right to reject any applicant for employment.

**Section 8.04.** 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 selections and referral shall not be affected in any way by rules, regulations, By-Laws, 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 8.05.** 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 for which he qualifies.

## RESIDENTIAL WIREMAN

**GROUP I.** 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, have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W., or have been certified as a Residential 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 two 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 two or more years' experience in the trade and who have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W., or have been certified as a Residential 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.

**Section 8.06.** 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 8.07.** 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.

"Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which labor supply is secured:

Trumbull County - All townships except Liberty and Hubbard  
Ashtabula County - Colebrook, Wayne, Willamsfield, Orwell & Windsor Townships.  
Geauga County - Auburn, Middlefield, Parkman, and Troy Townships  
Portage County - Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris and Windham Townships  
Mahoning County - Miton Township

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 this Agreement applies.

**Section 8.08.** “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 a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

**Section 8.09.** 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 two years’ experience in the trade.

**Section 8.10.** Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section 8.05 above shall be referred to the Residential Training Subcommittee for their consideration as an Apprentice (Trainee).

**Section 8.11.** The Union shall maintain an “Out of Work List” which shall list the applicant within each Group in chronological order of the dates they register their availability for employment.

**Section 8.12.** (a). An applicant who is hired and who receives, through no fault of his own, work of forty hours or less, shall upon re-registration be restored to his appropriate place within his Group.

**Section 8.12.** (b). 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 8.13.** 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, and then GROUP III. 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 the GROUP.

**Section 8.14.** The only exceptions which shall be allowed in this order of referral is 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.

**Section 8.15.** 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 8.16.** 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 Section 8.04 through 8.15 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 8.17.** 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 8.18.** 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 8.19.** Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

**Section 8.20. 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:**
  - a. The recall is for the same customer as the layoff;**
  - b. The former employee has not quit his most recent employer within two weeks prior to the recall request;**
  - c. Agreement between the Employer and Employee;**
  - d. Notification to and agreement between the NECA Chapter Manager and Business Manager; and**
  - e. A specific return date is listed on the separation notice.**

## **ARTICLE IX**

### **NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE (NLMCC)**

**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, 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 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 Division) 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 fifteen percent (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 (LMCC)**

**Section 10.01.** The parties agree to participate in the **Labor Management Cooperation Fund**, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 USC §175(a) and §302(c)(9) of the Labor Management Relations Act, 29 USC §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 zero dollars and ten cents (\$0.10) per hour for each hour worked. 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 (\$20.00), 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 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 the attorneys' fees.

## ARTICLE XI

### IBEW NATIONAL PAC FUND & UNITED WAY

**Section 11.01.** 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 11.02** 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.

## ARTICLE XII

### SUBSTANCE ABUSE PROGRAM

**Section 12.01.** 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 XIII**

**CODE OF EXCELLENCE**

**Section 13.01.** 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 required by the IBEW and NECA.

**PENALTY CLAUSE**

Any Contractor signatory to this Agreement discovered using the Residential rate on work other than Residential work as defined in this Agreement, shall be fined double the straight-time rate of pay as defined in the Inside Construction Agreement for all hours worked under the inappropriate Agreement. Any additional violations of this nature shall cause a fine of triple the straight time rate of pay of the Inside Agreement plus any fees or costs connected with the collections of these fines.

Constant violations of this nature could also cause the loss of the use of the Residential Agreement until its specified date of termination, if so decided by the Labor- Management Committee.

**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 THE EMPLOYER  
Mahoning Valley Chapter, National Electrical  
Contractors Association (Warren Division)

SIGNED FOR THE UNION  
Local Union No. 573 International  
Brotherhood of Electrical Workers

\_\_\_\_\_  
Chris Sammarone  
Executive Director

\_\_\_\_\_  
Todd Ambrose  
Business Manager

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

