AGREEMENT

between

LOCAL UNION NO. 38
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

and

GREATER CLEVELAND CHAPTER
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION

May 1, 2000 to April 30, 2005

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PREAMBLE

This Agreement is entered into, to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between the Employer and Employee in this trade, and to prevent waste and unnecessary and avoidable delays and expense, and for the further purpose of at all times, securing for the Employer sufficient skilled workmen and so far as possible to provide for labor, continuous employment, such employment to be in accordance with the conditions herein set forth and at the wages herein agreed upon, that stable conditions may prevail in building construction, that building costs may be as low as possible consistent with fair wages and conditions, and further to establish the necessary procedure by which these ends may be accomplished.

AGREEMENT

Agreement by and between The Greater Cleveland Chapter, NECA, Inc., and Local Union No. 38, IBEW.

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 Greater Cleveland Chapter, NECA, Inc., and the term "Union" shall mean Local Union No. 38, IBEW.

The term "Employer" shall mean an individual firm who has been recognized as an assent to this Agreement.

BASIC PRINCIPALS

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:

ARTICLE I
Effective Date – Termination Amendments – Disputes

Section 1.01. This Agreement shall take effect May 1, 2000, and shall remain in effect until April 30, 2005, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, as stated in Appendix "A," 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 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 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 (3) representing the Union and three (3) 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 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.

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
Management Rights

Section 2.01. 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 and maintaining a permanent place of business, a suitable status to meet payroll requirements and regularly employing at least one (1) Journeyman.

All company owned or leased material handling vehicles shall have the company name prominently displayed. Company signs shall be displayed on all jobs where not prohibited by customer or municipality.

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. For all employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance in this state, Social Security and such other protective insurance as may be required by the laws of this state, and shall furnish satisfactory proof of such to the Union.

Section 2.04. All employers subject to this Agreement are required to post a "Wage, Fringe Benefit, and Related Accounts Payment Guaranty Bond," according to the following schedule:

One to five employees	$10,000.00
6 to 20 employees	25,000.00
21 to 40 employees	50,000.00

41 to 65 employees	75,000.00
66 to 90 employees	100,000.00
91 to 125 employees	150,000.00

(Every 25 additional employees, the Bond increases by $50,000.00.)

The Bond shall be obtained from each employer by the Union before any employees are put to work for that employer. If the employer is unable to obtain such a bond, they must post a cash sum equivalent to the amount described above or they must agree the Fringe Benefits, as described in Article VI, will be paid on a weekly basis no later than 3 working days after the end of the payroll period. The original Bond shall be kept with the records of the Union and a copy of each such bond shall be promptly delivered by the Union to the offices of The Greater Cleveland Chapter, National Electrical Contractors Association. Notice of cancellation of any such bond shall be given promptly to the Union, and then by the Union to The Greater Cleveland Chapter, National Electrical Contractors Association. All bonds furnished hereunder shall have as sureties thereon surety companies which are authorized to do business in the State of Ohio and such bonds shall be in substantially the form as prescribed by the Labor-Management Committee (said form being available from either the union or from the employer).

Section 2.05. (a). It is expressly understood that no working rules, conditions, or practices shall prevail unless same are specifically mentioned in this Agreement or Labor-Management Committee notices.

(b). Decisions of the Labor-Management Committee may include rendering an assessment as identifiable damages in an amount the board sees fit under the circumstances of the particular case against the party who is charged with violation of the contract. The Labor-Management Committee shall be empowered to enforce collection of identifiable damages from any contractor or employee who has been found guilty of this Agreement.

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. The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2.08. 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 representatives decide to do so; but no removal shall take place until notice is first given the Employer involved.

Section 2.09. 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 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 2.10. No individual connected with any employing concern as Owner, Manager, Superintendent, Partner, Officer or member of a Board of Directors – shall perform any manual electrical work.

Section 2.11. NOT APPLICABLE

Section 2.12. No member of the IBEW, while he remains a member of the IBEW, and subject to employment by Employers operating under this Agreement, shall himself become a Contractor for the performance of any electrical work.

Section 2.13. Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code rules and approved materials.

Section 2.14. A Journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust proper workmanship and the Union assumes responsibility for the enforcement of the provision.

Section 2.15. The Union has the right to discipline its members for violation of its laws, rules and agreements. The Employer has the right to terminate the employment of any workman at any time. Such termination shall not conflict with other sections of this Agreement dealing with layoffs due to lack of work.

Section 2.16. The Employers recognize the Union's right to appoint a Steward on any job or in any shop from the existing work force of Journeymen in a shop or on a job. Job Stewards shall be qualified working Journeymen having no supervisory authority.

In the event a Steward becomes aware of a problem situation on any job, the Employer shall be immediately notified and no contact shall be made with the owner-customer without the Employer's full knowledge and approval.

Shop and Job Stewards shall be considered second to the foreman for employment and the Employers agree that they will advise the Job Steward concerning layoffs or dismissals of Employees. Priority between Shop and Job Steward for layoff may be determined by the Business Manager unless one is a foreman.

Stewards shall be allowed sufficient time to see that the terms and conditions of this Agreement are observed on his job. No Employer shall discriminate against any Steward because of his faithful performance of duties as long as the time taken for such duties is reasonable.

Section 2.17. The representatives of the Union shall be allowed access to any job at any reasonable time when members of the Union are employed.

Section 2.18. When removal of the men by the Union takes place, its representatives shall direct the workmen on such job to carefully put away all tools, materials, equipment or any other property of the Employer in a safe manner. The Union will be 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 2.19. No limit shall be placed upon the amount of electrical work which an employee shall perform during the work day, nor shall there be any restriction against the use of machinery, tools or labor saving devices, provided, however, workmen employed under the terms of this Agreement shall operate such machinery, tools, or equipment. Nor shall there be any restrictions in the use of acceptable prefabricated or preassembled components. In the event there is a disagreement over the interpretation of the previous sentence, such dispute shall be referred to the Labor-Management Committee.

Section 2.20. The Employer shall furnish sufficient and necessary tools and equipment (except hand tools) to properly install and/or do the job. Ladders, scaffold ropes and rigging and all equipment furnished by Employer shall

comply with the State Safety Code, regulations of the State Department of Industrial Relations, Industrial Commission and The Occupational Safety and Health Act.

The following list shall serve as a guideline for the minimum amount of hand tools to be furnished by the workman, but, in no event, shall the Employer's responsibility under Article II, Section 2.21 exceed the value of the following list:

—Pocket knife
—Six foot folding rule or tape
—Voltage tester – 600 volt
—Continuity tester
—Hacksaw frame
—Assorted screw drivers
—Slip-joint pliers (2 pair)
—14" pipe wrench or chain wrench
—Center punch
—Scratch awl
—Cutting pliers
—Long nose pliers
—Diagonal Cutters
—Chalk line
—Cold chisel
—Torpedo level
—Measuring tape 50'
—Assorted wrenches excluding socket type
—Flashlight
—Combination square
—10" crescent
—Keyhole saw
—Lockable tool box and lock
—Crimping Tool to #10 Wire
—Wire Strippers to #10 Wire
—Safety Lock with Tag
—Hammer
—Pocket Tick Tracer

Section 2.21. Workmen shall be held responsible for the Employer's tools and equipment being stored in a safe manner provided the Employer furnishes a tool box with proper lock or other safe place for storing of such tools or equipment. The Employer shall provide a suitable place on all jobs for the keeping and storing of workmen's clothing and tools and shall be responsible for the loss of same by theft or fire. All claims disputed under these rules shall be referred to and determined by the Labor-Management Committee.

Section 2.22. NOT APPLICABLE

Section 2.23. All employees covered by this Agreement who are or who become members of the Union, must remain members of the Union in good standing subject, however, to the limitations on this requirement as set forth in Section 8(a) (3) of the National Labor Relations Act.

This provision shall take effect as to each employee thirty (30) days after the effective date of this Agreement, whichever is the later.

Section 2.24. On all jobs employing four (4) or more Journeymen, if available, every fourth (4th) Journeyman shall be 50 years of age or older.

Section 2.25. 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 IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this 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 IBEW 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 provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.26. The Employer or his representative shall assume full responsibility and authority for such operational functions as installation methods, material and tool selection, and he shall have sole responsibility for properly interpreting the Employer's customer contacts. Interpretation in regard to code and safety shall be the sole responsibility of the Employer. This section, however, shall not be interpreted so as to conflict with other sections of the

Agreement.

ARTICLE III
Hours – Wage Payment – Apprentices – Working Conditions

Section 3.01. Any eight hours shall constitute a workday from 7:00 a.m. to 5:30 p.m. with ½ hour for lunch after the first four (4) hours. Up to two (2) men can be scheduled to work staggered hours and can start prior to or after the other employees.

Section 3.02. (a) All work performed outside of the regularly scheduled working hours up to four (4) hours per day before or after the normal workday, and eight (8) hours on Saturdays, shall be paid for at the rate of time and one-half the regular established shift rate of pay. In addition, the employee shall receive an amount equal to one-half the Employer contribution to the Health and Welfare and Pension Fund. Sundays, and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day or days celebrated as such shall be paid double time.

(b) Any work performed on erected or during the erection of Radio and TV Towers, shall carry a hazard premium equal to the straight time rate.

(c) Any job involving high Voltage Cable of 2,000 volts or more, the splice/termination personnel will be paid double time for hours other than normal working hours.

Section 3.03. No overtime shall be worked without the expressed authorization of the Employer or his representative. Whenever overtime is necessary, the Employer agrees to notify the Union's Office within four hours of the decision to work such overtime.

Section 3.04. The pay week shall end at 12:00 Midnight Sunday of each week.

Wages shall be paid weekly in currency or check before the regular quitting time on Wednesday of the following week.

In the event a legal Holiday falls on Monday, Tuesday, or Wednesday of any week, wages for the previous week's work may be paid on Thursday.

If payroll checks are mailed, they must be postmarked by the U. S. Post Office no later than Tuesday of any given week providing no holiday falls on Monday or Tuesday. If mailed payroll checks are not received by Thursday p.m., a check will be delivered to the employee on the job before the regular quitting time on Friday.

If an employee quits, he may make arrangements to pick up his check at the employer's office no later than Thursday of the week following the quit. If the employee has not made arrangements by the aforementioned date, the employer shall mail check no later than Friday of the week following the quit.

Section 3.05. Wages: The minimum hourly rate of wages shall be as follows: SEE APPENDIX.

Section 3.06. In no case shall working time for daily payroll purposes be figured on less than a full half-hour basis. Any man laid off shall be notified one-half hour before layoff and shall be paid in full at the time of layoff. A ten percent (10%) penalty, based on wages due, shall be levied and collected by the employee from his Employer when he fails to pay wages on time. In cases of extenuating circumstances, the Labor-Management Committee shall rule. The penalty shall be paid in full within the following pay period.

Section 3.07. When sixty (60) percent of the local building craft unions are agreeable to a short work week or work day, same will be acceptable to the parties of this Agreement.

Section 3.08. NOT APPLICABLE.

Section 3.09. The Employer agrees to deduct — 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.

The Employer agrees to make this deduction weekly and to transmit the same monthly by check to the Local Union within fifteen (15) days after each calendar month. Employees' names, Social Security numbers, hours worked, total pay and deductions specified in this Agreement, shall be furnished on forms supplied by the Union. See Appendix "A" for current rate of deduction.

Section 3.10. NOT APPLICABLE.

Section 3.11. When an employee is ordered to report to a job he shall be paid therefore a sum not less than the rate for two hours' work regardless of the time spent on such job. If the employee is unable to start work because of any labor dispute, or if he has been notified not to report at least two hours prior to starting time, then no such pay shall be due.

Section 3.12. The Employer shall pay for traveling time and pay the current IRS rate per mile and be allowed the IRS rate for the duration of the Agreement or furnish transportation from shop to job, job to job, job to shop, within the jurisdiction of the Union.

When there is no free parking provided within one-quarter mile of the jobsite, the Employer, upon receipt of a parking lot receipt, shall pay the employee the cost of such parking up to a maximum of the amount set forth in Appendix "A" per car per day. See Appendix "A" for current rate.

Section 3.13 No traveling time shall be paid before or after working hours to workmen for traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on jobs. No workmen shall be required to carry his tools home for changing jobs, unless notified before quitting time.

Section 3.14. The Employer shall not be required to furnish transportation to and from jobs within the jurisdic-

tion of the Union. When employees agree and are sent by the Employer to perform work outside the jurisdiction of this Agreement in adjacent counties, workmen shall receive mileage as per Section 3.12 to and from the nearest jurisdictional boundary line and an additional $6.00 per day.

If the work performed outside the jurisdiction of this Agreement is beyond the adjacent counties, workmen shall receive either 1) mileage as per Section 3.12 to and from the nearest jurisdictional boundary line and an additional $12.00 per day ***or*** 2) board, room and expenses.

This section shall not apply to a workman who resides in the county where the work is to be performed.

Section 3.15. The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Section 3.16. On jobs having a foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except the foreman.

Section 3.17. No workman shall use his automobile or other vehicle in a manner considered by the Union to be unfair to other workmen or against the interest of the Union. When company-owned autos or vehicles are driven home by workmen, they shall be at the shop or on the job at the appointed starting time and will not leave until the appointed quitting time designated by the Employer.

Section 3.18. (a) Workmen employed under the terms of this Agreement shall do all electrical construction, installation or erection work and all electrical maintenance thereon, including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation and maintenance of all electrical lighting, heating and power equipment.

During the time when a workman covered under this

Agreement is maintaining temporary light and power, he shall at the discretion of his Employer or his representative perform other duties and electrical work covered under the terms of this Agreement.

(b) Whenever workmen employed under the terms of this Agreement are not on duty on the job to maintain temporary light and power, satisfactory precautions shall be taken to assure that only workmen employed under the terms of this Agreement will access temporary equipment and circuits.

(c) The Employer is responsible for safety and will communicate with potential users the need for the strict enforcement of the preceding language in paragraph B.

Section 3.19. 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 (8) consecutive hours worked between the hours of 4:30 p.m. and 1:00 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 eight (8) consecutive hours worked between the hours of 12:30 a.m. and 9:00 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 a.m. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least a five (5) consecutive day 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 the third shift is worked.

Section 3.20. Each Employer agrees to cooperate as much as possible with the Union office regarding layoffs by advising the office of an impending layoff before noon of the day of the layoff. The advice shall include the approximate number of employees involved, but names are not required.

ARTICLE IV
Referral Procedure

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 interests 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 selections 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 area constituting the normal construction labor market; have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW 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 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 IBEW 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 trade under a collective bargaining agreement between the parties to this 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:

Cuyahoga County . . . . . Entire County, All Townships
Geauga County . . . Bainbridge, Chester and Russell Townships
Lorain County . . . . . Columbia Township

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be

the appropriate prevailing wage areas under the Davis-Bacon Act to which this 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 test 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 IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) 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 has registered on the "Out of Work List" must renew his application every thirty (30) days or his name will be removed from the "List."

Section 4.13. An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less, shall, upon reregistration, be restored to his appropriate place within his Group.

Section 4.14. 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,

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 4.15. 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 overage reference can be made.

Section 4.16. An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.17. 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 4.15 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 procedure 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 4.18. 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 4.19. 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 4.20. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Section 4.21. 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 4.15(a) 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.

ARTICLE V
Apprenticeship and Training

Section 5.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of eight (8) members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members of four (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 policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, 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 three (3) year term, unless being appointed for a lesser period of time to complete an unexpired 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 One 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 a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, 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 his or her 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 reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at sometime 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 a total number of apprentices not to exceed a ratio of one (1) apprentice to three (3) Journeyman Wiremen normally employed in the jurisdiction, unless they are authorized and instructed to increase the number by

the parties to the local IBEW/NECA collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct entry through organizing; as provided for in the registered apprenticeship standards.

Section 5.09. Though the JATC cannot guarantee any number of apprentices, if a qualified employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If the JATC is unable to fill the request within ten (10) working days, and the JATC has less than a one (1) to three (3) ratio indentured, they 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 unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

Before being employed, the unindentured 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 unindentured, 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 unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; 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 unindentured. 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) Journeyman Wiremen or fraction thereof as illustrated below.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
7 to 9	6...
...97 to 99	66
etc. 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 the 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 are hereby empowered to determine the reasonable value of any facility, material 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. See Appendix "A" for current rate. 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.

Section 5.17. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the Cleveland Electrical Joint Apprenticeship and Training Committee (CEJATC) will not be used to train apprentices or journeymen who will be employed by employers in the Industry not signatory to a collective bargaining agreement providing for contributions to the (CEJATC). Therefore, the trustees of the CEJATC shall adopt and implement a Scholarship Loan Agreement Program which will require CEJATC beneficiaries employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer. The cost of training shall include the reasonable value of all CEJATC's materials, facilities, and personnel utilized in training. The Trustees of the CEJATC are authorized to develop such reasonable rules and regulations as may be necessary to implement this provision.

Section 5.18. Apprentices shall be registered with the Union before being put to work. Every apprentice shall attend the IBEW/NECA Training Center one day every other week and

his Employer shall compensate him for attendance at school at the rate of two hours' pay for each day worked during the week that he has attended school up to a maximum of 8 hours paid for four days worked in any pay period. If this school day falls on a legal holiday and he worked the other four days, he shall be paid for 32 hours. If he goes to school and in that same week a legal holiday occurs, two hours' credit shall be paid for the holiday.

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 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. The Employer agrees to contribute monthly to the Local Union Health and Welfare Fund the amount set forth in Appendix "A" for Health and Welfare Contributions for each hour paid to each of his employees (including all apprentices) working under the terms of the bargaining Agreement. Same to be accompanied by a report form specified by the Trustees. This amount of hourly contribution is subject to change by mutual agreement of both parties during the life of this Agreement. Any Employer contributing to this fund agrees to abide by the Trust Fund Document(s).

Section 6.03. (a) The Employer agrees to contribute monthly to the Local Union Pension Fund the amount set forth in Appendix "A" for Local Pension Contributions for each hour paid to each of his employees working under the terms of the bargaining Agreement. Apprentices will have 65% of the Journeyman contribution for the 2nd through 5th year; no pension contributions for the 1st year apprentice.

This amount of hourly contribution is subject to change by mutual agreement of both parties during the life of this Agreement. Any Employer contributing to this fund agrees to abide by the Trust Fund Document(s).

Section 6.03. (b) A voluntary 401(k) Plan is established for all employees working under this Agreement, excluding 1st year apprentices, and shall be known as IBEW Local 38, 401(k) Retirement Plan. Any employer contributing to this fund agrees to abide by the Trust Fund Document(s). See Appendix "A" for deferred rates.

Section 6.04. (a) All fringe payments of monies covered

by this Agreement shall be reported and paid on a consolidated and simplified form once a month. For this purpose, each month shall be considered ended on the last day of the last pay period in the calendar month, even if the date of actual payment of the wages occurs in the next month. 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.

Section 6.04. (b) The following provisions shall control the enforcement of payment of contributions and deductions to the several fringe benefit and related accounts under this Agreement:

1. Each Employer agrees that it is subject to the provisions of the agreements and declarations of trust and/or other governing instruments of the IBEW Local No. 38 Pension Fund, Health and Welfare Fund (Electrical Workers Benefit Fund), Vacation and Holiday Funds, Joint Apprenticeship and Training Trust Fund, National Employees Benefit Fund, National Electrical Industry Fund, CECAF, the 401(k) Plan, the Union working assessment account and any other fringe benefit, industry and related funds or accounts established by the parties hereto (collectively, the "Funds").

2. 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. In months in which the Employer did not have any employees working, it shall submit a reporting form marked, "NO MEN WORKING." If the Employer has completed all work in the jurisdiction covered by this Agreement and will not have men working in the jurisdiction thereafter, it shall note on the reporting form for that month, "WORK COMPLETE–FINAL REPORT."

3. The failure of an Employer to pay the contributions, payroll deductions or other monies required hereunder when due shall be a violation of this Agreement as well as a

violation of said Employer's obligations under the agreements and declarations of trust. Nonpayment by an Employer of any contributions, payroll deductions or other monies when due shall not relieve any other Employer of its obligation to make payment of contributions when due.

4. (a) Any Employer who is delinquent in making its payments as herein required or who fails to send its monthly report on time shall be assessed, as liquidated damages, a delinquency assessment of ten percent (10%) of the total amount due plus one and one-half percent (1.5%) of the total amount due per calendar month thereafter.

(b) If an Employer is delinquent as described in 6.04 (b) (2) of this Agreement, he may be required to pay fringes on a weekly basis no later than 3 working days after the end of the payroll period.

5. Whenever an Employer is delinquent, the Union shall, within 10 days after becoming aware or otherwise being notified of the delinquency, notify the surety company which supplied the bond for that Employer of the fact of said delinquency and shall at the same time send a copy of such notice to the offices of the Greater Cleveland Chapter, National Electrical Contractors Association.

6. Whenever an Employer is delinquent, the Union shall, upon 72 hours written notice to the delinquent Employer, withdraw employees from the employment of the Employer, until such amounts as are due and owing are paid, without such withdrawal being considered a breach of any of the provisions of this Agreement, provided the Employer fails to show adequate proof that the delinquent amounts have been paid to the Funds.

7. Each Employer agrees to permit an audit or examination of such books, records, papers or reports of the Employer as may be necessary, in the discretion of the auditor, to determine whether the Employer is making full and prompt payment of all sums required to be paid by it to the Funds. The audit or examination shall be performed by an auditor or agent designated by the representatives of the Funds. If

as a result of said audit or examination a substantial deficiency in payments to the Funds is discovered, the Funds may assess their costs in performing the audit or examination to the Employer, and said cost shall be collectible as any other amount due from the Employer to the funds.

8. The respective Trustees of the Funds, and their successors in office, shall be deemed to be joint and several beneficiaries of this Agreement for the purpose of enforcing the provisions of this Section 6.04(b) and shall, in addition to and with or without the Union, have standing to sue on this Agreement to enforce the terms hereof and of the respective agreements and declarations of trust and/or other governing instruments of the Funds and the payment by any employer of all sums and contributions due to the Funds. A delinquent Employer shall also be liable for, and obligated to pay, the delinquency assessments provided for herein, reasonable interest, all court costs, attorney's fees and other expenses incurred in the collection of contributions due from said delinquent employer. The Trustees shall further have all such relief (including temporary and permanent injunctive relief) and remedies against a delinquent Employer to which they may be entitled at law or in equity. The Trustees may compel and enforce the payment of contributions in any manner which they deem proper; and the Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they may deem appropriate.

Section 6.05. Each individual Employer shall furnish to the Union and Shop Steward a monthly time report listing the names, hours worked, wage rate, Fringe Benefit payments, amount of wages paid, and expenses of each workman employed under the terms of this Agreement by such Employer for that period. In the event no workmen are employed during the period, the report to the Union shall so state.

VACATION/HOLIDAY PLAN

Section 6.06. 1. *Amount of vacation allowance:* The Employer shall deduct from the pay of each employee, subject to this Agreement, as a vacation/holiday allowance, an amount agreed to by the Labor-Management Committee, for each hour paid. See Appendix "A" for amount of vacation/holiday allowance.

2. *Method of calculating vacation deductions and transmitting to bank:* This vacation deduction shall be withheld from the employee's weekly pay and shall be sent on a monthly transmittal to a bank to be designated by the Administration Committee, as provided for in item (5) below:

(a) The Employer shall make all legal payroll withholding, for income tax, Social Security, etc. from the total of wage including vacation deductions and shall then withhold the full amount of the vacation deduction for transmittal on a monthly basis to the bank.

(b) The monthly transmittal shall cover every employee subject to this Agreement.

(c) The vacation deduction must be deducted from the wages of all employees, who are directed by the individual employer, who are subject to this Agreement, to work on jobs outside of the jurisdiction of Local Union No. 38.

(d) On a monthly transmittal form the following information concerning each employee shall be set forth in separate columns: 1. name of employee; 2. the number of hours worked; 3. amount deposited as provided for above, and such other information as the Administration Committee may from time to time request.

(e) 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.

3. *Administration expenses in operation of plan:* The Employer shall not be responsible for any expense incurred in the operation of the plan other than those incurred within the individual Employer's office.

(a) It is the intention that individual vacation should as far as possible be granted to each employee in accordance with recognized vacation practices. It is recognized that this may not always be practical, on account of such circumstances, as necessity of particular jobs, sickness of individual men or other cases to make vacation arrangements to fit the need of each particular job or shop.

(b) Each employee may take two weeks vacation during a calendar year. Additional vacation time shall be allowed as per section 6.06 (3) (a) of this Agreement.

(c) Any employee who is unable to take his vacation at the time agreed upon as provided for above, either because of accident or sickness or because he is required by his employer to work during that period, shall be granted his vacation by the employer as soon thereafter as is mutually agreed. When the employee is required by the Employer to work during the vacation period as previously decided upon, he shall be paid at regular rates during this period.

4. *Procedure and withdrawal of vacation allowance from bank:* The following procedure shall be followed in the withdrawal of vacation allowance from the bank:

(a) The Vacation/Holiday account will be treated like any other savings accounts subject to the rules and regulations of this Bank, and based on signature cards on file; and, proper presentation of a withdrawal slip by the owner of the account to constitute a withdrawal. The Depository will disburse funds only on the basis of the authorized signatures on file, and will not open Vacation/Holiday account requiring more than one signature to obtain withdrawals.

(b) In the event of the death of an employee, the balance on deposit shall be paid to such person or persons entitled thereto upon submission of necessary proof of the Administration Committee.

5. *Administrative Responsibility:* There shall be established a Vacation/Holiday Plan Administration Committee (Labor-Management Committee), for the purpose of interpretation and administration of the plan, and for acting as a Board of Appeals.

ARTICLE VII
National Electrical Industry Fund and CECAF

Section 7.01. Each individual Employer shall contribute an amount equal to three-tenths of one percent (3/10 of 1%) of the productive labor 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 is to 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.

Section 7.02. Cleveland Electrical Contractors Administrative Fund, (CECAF); Each employer covered by this Agreement shall contribute to the CECAF ten cents ($.10) per hour 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 negotiations, 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 Cleveland area. This fund will not be used in any manner detrimental to the Local Union or the IBEW. 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 VIII
Labor-Management Cooperative Committee (LMCC)

Section 8.01. The parties agree to participate in a Labor-Management Cooperative Committee, 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 this 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 8.02. 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 8.03. Each employer shall contribute eleven cents ($.11) per hour worked under this Agreement up to a maximum of 150,000 hours per year. 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 Greater Cleveland Chapter, NECA, or its designee, shall be the collection agent for this Fund.

This contribution will be reviewed by the Labor-Management Committee yearly on the anniversary date of this Agreement and will only be renewed by the mutual consent of both parties.

One cent ($.01) per hour worked of this contribution (up to a maximum of 150,000 hours per year per employer) shall be forwarded to the NECA-IBEW National Labor-Management Cooperation Fund.

Section 8.04. An Employer shall make the required contributions to the Fund as per Sections 6.04(a) and 6.04(b) of this Agreement.

ARTICLE IX
Safety

Section 9.01. There shall be a Joint Safety Committee consisting of three members representing the Employer and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State laws. Such rules and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

Section 9.02. It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. 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 9.03. Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

Section 9.04. Neither the Union, nor any member of the Committee, nor any employee representative performing safety or health-related functions under this Agreement, shall be liable to the Employer, to any employee or to any other person for any act or failure to act in the capacity of an employee representative or committee member.

Section 9.05. On all energized circuits of four hundred forty (440) volts or over, as a safety measure, two (2) or more Journeymen must work together.

ARTICLE X
Alcohol and Drugs

The dangers and costs which 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 impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all-applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

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.

In witness whereof the parties hereto have executed this agreement the day and year first above written.

SIGNED FOR THE EMPLOYER

Greater Cleveland Chapter
National Electrical Contractors Association
Cleveland, Ohio

Duke Benevento
Len Heiser
Michael Joyce
Richard L. Newcomer
Executive Director
Greater Cleveland Chapter,
National Electrical Contractors Association
P. O. Box 348001
Cleveland, Ohio 44134

SIGNED FOR THE UNION

Local Union No. 38
International Brotherhood of Electrical Workers
Cleveland, Ohio

Thomas R. Whittaker
Frank Perri, Jr.
Edward Tuma
Salvatore J. Chilia
Business Manager
Local Union No. 38
International Brotherhood of Electrical Workers
1590 E. 23rd Street
Cleveland, Ohio 44114

Subject to the approval of the International President of the International Brotherhood of Electrical Workers.

APPENDIX "A"

Journeyman Rate effective May 1, 2000 through April 29, 2001

Journeyman Base Rate of Pay	$29.03
Health and Welfare	3.65
Pension	3.00
NEBF – 3%	0.87
NEIF – 3% (NECA Contractors only)	0.09
JATC Fund	0.32
LMCC Fund	0.11
CECAF (Administrative Fund)	0.10
	37.17

Time and One Half	*Double Time*	
29.03	29.03	
+14.52	+29.03	
Rate 1½ ×.....43.55	Rate 2 ×.....58.06	Time and One Half... 46.88
½ Fringes...+ 3.33	Fringes.....+ 6.65	Double Time..... 64.71
46.88	64.71	

Foreman, 5-9 Employees Including Foreman	30.77
Foreman, 10-20 Employees Including Foreman	31.93
Foreman, 21+ Employees Including Foreman	33.09
Mileage - Per Mile	0.325
Parking - Per Day	5.50

	May 1, 2000	April 30, 2001	April 29, 2002	April 28, 2003	April 26, 2004
Wages	$1.45	$1.50	$1.65	$1.70	$1.80
Parking	$.50 Increase	$.50 Increase	$.50 Increase	$.50 Increase	$.50 Increase

	5-9 Employees (Including Foreman)	10-20 Employees (Including Foreman)	21 Employees & Over (Including Foreman)
Foreman Wages	6% Above Journeyman Wage	10% Above Journeyman Wage	14% Above Journeyman Wage

LMCC Contributions:

Employers ..... Up to an additional $.05 added if LMCC budget approved 2002 or after.

Employee..... Up to an additional $.05 added if LMCC budget approved 2002 or after.

Apprentices Pay Rates Effective May 1, 2000:

1st Period	2nd Period	3rd Period	4th Period	5th Period
35%	40%	45%	50%	55%
6th Period	**7th Period**	**8th Period**	**9th Period**	**10th Period**
60%	65%	70%	75%	80%

Semester Increase: February and August; date to be determined by the Committee.

401(k) Employee Voluntary Deferral* (Choice of one [1]).... 1%, 2%, 3%, 4%, 5%, 6%, 7%, 8%, 9%, 10%, 11%, 12%, 13%, 14%, 15%

*Employees can change deferral rate the first of every month.

Section 6.02: Up to an additional $.25 per hour to be added to the Health and Welfare contribution rate by the Employer (if needed) to maintain the current benefit and reserve levels.

INSIDE HOURLY RATE SCHEDULE EFFECTIVE MAY 1, 2000 THROUGH APRIL 29, 2001

	Journeyman	Foremen (5-9 Employees Including Foreman)	Foremen (10-20 Employees Including Foreman)	Foremen (21+ Employees Including Foreman)
Base	29.03	30.77	31.93	33.09
1½×	46.88	49.49	51.23	52.97
2×	64.71	68.19	70.51	72.83
2nd Shift	34.05	36.09	37.45	38.82
2nd Shift 1½×	54.41	57.47	59.51	61.56
3rd Shift	38.15	40.43	41.96	43.48
3rd Shift 1½×	60.55	63.98	66.27	68.55

INSIDE APPRENTICE RATE SCHEDULE EFFECTIVE MAY 1, 2000 THROUGH APRIL 29, 2001

SEMESTER INCREASE EFFECTIVE FEBRUARY, 12, 2001

	No Pension Contribution	Pension Contribution = 65% of Journeyman Contribution Rate								
	35% 1st Year 1st Period Apprentice	40% 1st Year 2nd Period Apprentice	45% 2nd Year 3rd Period Apprentice	50% 2nd Year 4th Period Apprentice	55% 3rd Year 5th Period Apprentice	60% 3rd Year 6th Period Apprentice	65% 4th Year 7th Period Apprentice	70% 4th Year 8th Period Apprentice	75% 5th Year 9th Period Apprentice	80% 5th Year 10th Period Apprentice
Base	10.16	11.61	13.06	14.52	15.97	17.42	18.87	20.32	21.77	23.22
1½×	17.07	19.25	22.39	24.58	26.76	28.93	31.11	33.28	35.46	37.63
2×	23.97	26.87	31.72	34.64	37.54	40.44	43.34	46.24	49.14	52.04
2nd Shift	11.92	13.62	15.32	17.03	18.73	20.43	22.13	23.84	25.54	27.24
2nd Shift 1½×	19.71	22.26	25.78	28.35	30.90	33.45	36.00	38.55	41.11	43.66
3rd Shift	13.35	15.26	17.16	19.08	20.98	22.89	24.80	26.70	28.61	30.51
3rd Shift 1½×	21.86	24.72	28.54	31.42	34.27	37.13	39.99	42.85	45.72	48.57

APPENDIX "A"

Journeyman Rate effective April 30, 2001 through April 28, 2002

Journeyman Base Rate of Pay	$30.03
Health and Welfare	3.75
Pension	3.40
NEBF – 3%	0.90
NEIF – .3% (NECA Contractors only)	0.09
JATC Fund	0.32
LMCC Fund	0.11
CECAF (Administrative Fund)	0.10
	38.70

Time and One Half	*Double Time*
30.03	30.03
+15.02	+30.03
Rate 1½ ×.....45.05	Rate 2 ×.....60.06
½ Fringes...+ 3.58	Fringes.....+ 7.15
48.63	67.21

Time and One Half... 48.63
Double Time..... 67.21

Foreman, 5-9 Employees Including Foreman	31.83
Foreman, 10-20 Employees Including Foreman	33.03
Foreman, 21+ Employees Including Foreman	34.23
Mileage – Per Mile	0.345
Parking – Per Day	6.00

	May 1, 2000	April 30, 2001	April 29, 2002	April 28, 2003	April 26, 2004
Wages	$1.45	$1.50	$1.65	$1.70	$1.80
Parking	$.50 Increase	$.50 Increase	$.50 Increase	$.50 Increase	$.50 Increase

	5-9 Employees (Including Foreman)	10-20 Employees (Including Foreman)	21 Employees & Over (Including Foreman)
Foreman Wages	6% Above Journeyman Wage	10% Above Journeyman Wage	14% Above Journeyman Wage

LMCC Contributions:

Employers..... Up to an additional $.05 added if LMCC budget approved 2002 or after.
Employee..... Up to an additional $.05 added if LMCC budget approved 2002 or after.

Apprentices Pay Rates Effective May 1, 2000:

1st Period	2nd Period	3rd Period	4th Period	5th Period
35%	40%	45%	50%	55%
6th Period	**7th Period**	**8th Period**	**9th Period**	**10th Period**
60%	65%	70%	75%	80%

Semester Increase: February and August; date to be determined by the Committee.

401(k) Employee Voluntary Deferral* (Choice of one [1]).... 1%, 2%, 3%, 4%, 5%, 6%, 7%, 8%, 9%, 10%, 11%, 12%, 13%, 14%, 15%

*Employees can change deferral rate the first of every month.

Section 6.02: Up to an additional $.25 per hour to be added to the Health and Welfare contribution rate by the Employer (if needed) to maintain the current benefit and reserve levels.

INSIDE HOURLY RATE SCHEDULE EFFECTIVE APRIL 30, 2001 THROUGH APRIL 28, 2002

	Journeymen	Foremen (5-9 Employees Including Foreman)	Foremen (10-20 Employees Including Foreman)	Foremen (21+ Employees Including Foreman)
Base	30.03	31.83	33.03	34.23
1½×	48.63	51.33	53.13	54.93
2×	67.21	70.81	73.21	75.61
2nd Shift	35.23	37.34	38.74	40.15
2nd Shift 1½×	56.42	59.59	61.69	63.81
3rd Shift	39.46	41.82	43.40	44.98
3rd Shift 1½×	62.77	66.31	68.68	71.05

INSIDE APPRENTICE RATE SCHEDULE EFFECTIVE APRIL 30, 2001 THROUGH APRIL 28, 2002
SEMESTER INCREASE EFFECTIVE FEBRUARY 11, 2002

	No Pension Contribution	Pension Contribution = 65% of Journeyman Contribution Rate							
	35% 1st Year 1st Period Apprentice	40% 1st Year 2nd Period Apprentice	45% 2nd Year 3rd Period Apprentice	50% 2nd Year 4th Period Apprentice	55% 3rd Year 5th Period Apprentice	60% 3rd Year 6th Period Apprentice	65% 4th Year 7th Period Apprentice	70% 4th Year 8th Period Apprentice	75% 5th Year 9th Period Apprentice	80% 5th Year 10th Period Apprentice
Base	10.51	12.01	13.51	15.02	16.52	18.02	19.52	21.02	22.52	24.02
1½×	17.65	19.90	23.25	25.51	27.76	30.01	32.26	34.51	36.76	39.01
2×	24.77	27.77	32.98	36.00	39.00	42.00	45.00	48.00	51.00	54.00
2nd Shift	12.33	14.09	15.85	17.62	19.38	21.14	22.90	24.66	26.42	28.18
2nd Shift 1½×	20.37	23.01	26.75	29.41	32.05	34.69	37.33	39.97	42.61	45.25
3rd Shift	13.81	15.78	17.75	19.74	21.71	23.68	25.65	27.62	29.59	31.56
3rd Shift 1½×	22.60	25.55	29.61	32.59	35.55	38.50	41.46	44.41	47.37	50.32

APPENDIX "A"

Journeyman Rate effective April 29, 2002 through April 27, 2003

Journeyman Base Rate of Pay	$31.18
Health and Welfare	4.50
Pension	3.40
NEBF - 3%	0.94
NEIF – .3% (NECA Contractors only)	0.09
JATC Fund	0.32
LMCC Fund	0.11
CECAF (Administrative Fund)	0.10
	40.64

Time and One Half	*Double Time*
31.18	31.18
+15.59	+31.18
Rate 1½ ×.....46.77	Rate 2 ×.....62.36
½ Fringes...+ 3.95	Fringes.....+ 7.90
50.72	70.26

Time and One Half... 50.72
Double Time..... 70.26

Foreman, 5-9 Employees Including Foreman	33.05
Foreman, 10-20 Employees Including Foreman	34.30
Foreman, 21+ Employees Including Foreman	35.55
Mileage – Per Mile	0.365
Parking – Per Day	6.50

	May 1, 2000	April 30, 2001	April 29, 2002	April 28, 2003	April 26, 2004
Wages	$1.45	$1.50	$1.65	$1.70	$1.80
Parking	$.50 Increase	$.50 Increase	$.50 Increase	$.50 Increase	$.50 Increase

	5-9 Employees (Including Foreman)	10-20 Employees (Including Foreman)	21 Employees & Over (Including Foreman)
Foreman Wages	6% Above Journeyman Wage	10% Above Journeyman Wage	14% Above Journeyman Wage

LMCC Contributions:

Employers..... Up to an additional $.05 added if LMCC budget approved 2002 or after.
Employee..... Up to an additional $.05 added if LMCC budget approved 2002 or after.

Apprentices Pay Rates Effective May 1, 2000:

1st Period	2nd Period	3rd Period	4th Period	5th Period
35%	40%	45%	50%	55%
6th Period	**7th Period**	**8th Period**	**9th Period**	**10th Period**
60%	65%	70%	75%	80%

Semester Increase: February and August; date to be determined by the Committee.

401(k) Employee Voluntary Deferral* (Choice of one [1]).... 1%, 2%, 3%, 4%, 5%, 6%, 7%, 8%, 9%, 10%, 11%, 12%, 13%, 14%, 15%

*Employees can change deferral rate the first of every month.

Section 6.01: Up to an additional $.25 per hour to be added to the Health and Welfare contribution rate by the Employer (if needed) to maintain the current benefit and reserve levels. *(This $.25 for Health and Welfare was used April 29, 2002.)*

INSIDE HOURLY RATE SCHEDULE EFFECTIVE APRIL 29, 2002 THROUGH APRIL 27, 2003

	Journeymen	Foremen (5-9 Employees Including Foreman)	Foremen (10-20 Employees Including Foreman)	Foremen (21+ Employees Including Foreman)
Base	31.18	33.05	34.30	35.55
1½×	50.72	53.53	55.40	57.28
2×	70.26	74.00	76.50	79.00
2nd Shift	36.57	38.77	40.23	41.70
2nd Shift 1½×	58.81	62.11	64.30	66.50
3rd Shift	40.97	43.43	45.07	46.71
3rd Shift 1½×	65.41	69.10	71.56	74.02

INSIDE APPRENTICE RATE SCHEDULE EFFECTIVE APRIL 29, 2002 THROUGH APRIL 27, 2003

SEMESTER INCREASE EFFECTIVE FEBRUARY 17, 2003

	No Pension Contribution	Pension Contribution = 65% of Journeyman Contribution Rate								
	35% 1st Year 1st Period Apprentice	40% 1st Year 2nd Period Apprentice	45% 2nd Year 3rd Period Apprentice	50% 2nd Year 4th Period Apprentice	55% 3rd Year 5th Period Apprentice	60% 3rd Year 6th Period Apprentice	65% 4th Year 7th Period Apprentice	70% 4th Year 8th Period Apprentice	75% 5th Year 9th Period Apprentice	80% 5th Year 10th Period Apprentice
Base	10.91	12.47	14.03	15.59	17.15	18.71	20.27	21.83	23.39	24.94
1½×	18.62	20.96	24.40	26.74	29.08	31.42	33.76	36.10	38.44	40.77
2×	26.32	29.44	34.77	37.89	41.01	44.13	47.25	50.37	53.49	56.59
2nd Shift	12.80	14.63	16.46	18.29	20.12	21.95	23.78	25.61	27.44	29.26
2nd Shift 1½×	21.45	24.20	28.05	30.79	33.54	36.28	39.03	41.77	44.52	47.25
3rd Shift	14.34	16.39	18.44	20.49	22.54	24.59	26.64	28.69	30.74	32.78
3rd Shift 1½×	23.76	26.84	31.02	34.09	37.17	40.24	43.32	46.39	49.47	52.53

APPENDIX "A"

Effective April 28, 2003 through April 25, 2004

(Affix Appendix "A" here.)

Available through IBEW Local 38
or
Greater Cleveland Chapter of NECA
After April 28, 2003

HOURLY RATE SCHEDULE

Effective April 28, 2003 through April 25, 2004

(Affix Hourly Rate Schedule here.)

Available through IBEW Local 38
or
Greater Cleveland Chapter of NECA
After April 28, 2003

APPENDIX "A"

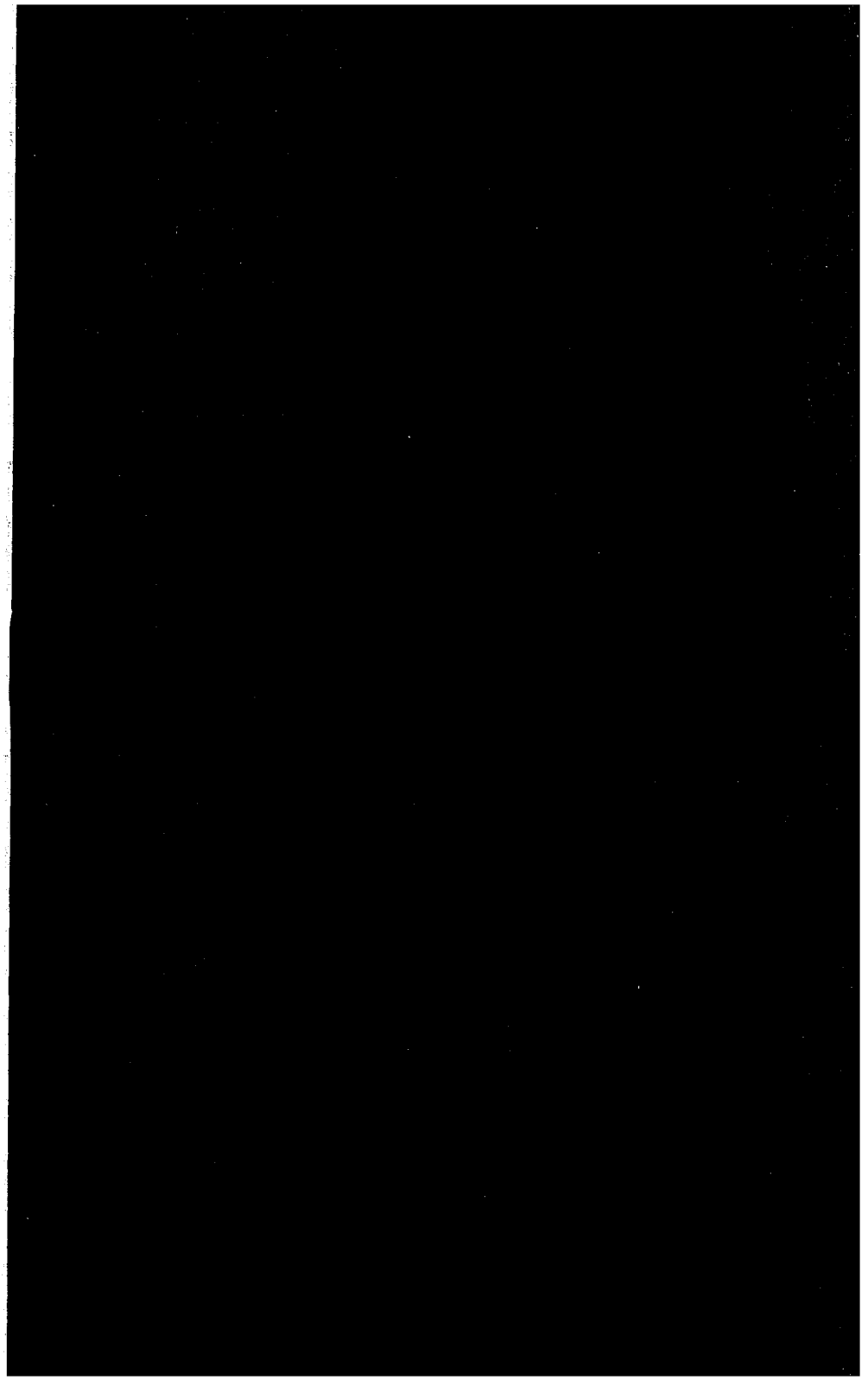
Effective April 26, 2004 through April 30, 2005

(Affix Appendix "A" here.)

Available through IBEW Local 38
or
Greater Cleveland Chapter of NECA
After April 26, 2004

HOURLY RATE SCHEDULE

Effective April 26, 2004 through April 30, 2005

(Affix Hourly Rate Schedule here.)

Available through IBEW Local 38
or
Greater Cleveland Chapter of NECA
After April 26, 2004