

ELECTRICIANS LOCAL 43
SYRACUSE, UTICA, OSWEGO

Union Information:

Electricians Local No. 43 Syracuse/Utica/Oswego
International Brotherhood of Electrical Workers Local No. 43
4568 Waterhouse Road, Clay, NY 13041
Donald Morgan – Business Manager - P: 315-422-0435 F: 315-472-5823
Alan Marzullo – Business Manager – P: 315-546-0221 F: 315-546-0231

Association or Management Contact

Finger Lakes NY Chapter, National Electrical Contractors Assoc. (NECA)
135 Old Cove Road, Suite 208, Liverpool, New York 13090
Marilyn Oppedisano, Chapter Manager – Email: Neca@flneca.org
P: 315-451-4278 F: 315-451-1327

Geographical Jurisdiction

Cayuga County – Ira, Locke, Sempronius, Sterling, Summerhill and Victory townships.

Chenango County – Columbus, New Berlin and Sherburne Townships

Cortland County – Entire county

Herkimer County – Entire county

Madison County – Entire county

Oneida County – Entire county

Onondaga County – Entire county except Elbridge and Skaneateles Townships

Oswego County – Entire county

Otsego County – Plainfield, Richfield, Springfield, Cherry Valley, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield, and New Lebanon Townships

Tompkins County – Groton Township only

Wayne County – Huron, Wolcott, Rose, Butler Townships

Wage Rates and Effective Dates:

6/1/2021

Journeyman Wireman	\$41.00
Sub-Foreman – Journeyman Wireman rate (+5%)	\$43.05
Foreman Journeyman Wireman rate (+15%)	\$47.15
General Foreman Journeyman Wireman (+25%)	\$51.25
Lead General Foreman Journeyman Wireman (+30%)	\$53.30

Fringe benefits contributions and deductions

6/1/2021

Pension	\$10.33
Annuity	\$4.25
Health	\$11.99
JATC	\$.85
NEBF	3%
CNYLMCC	\$.30
National LMCC	\$.01
AMF	\$.20
Dues	
Journeyman	5%
Apprentices 1 st and 2 nd Periods	3%
Apprentices 3 rd through 6 th Periods	4%

Overtime/Holidays

All work performed Monday through Friday outside of established hours: during the designated lunch period; more than eight (8) hours per day when working a “normal” schedule or ten (10) hours when working a four-ten schedule; and the first ten (10) hours work performed on Saturday shall be paid at time and one half the appropriate straight-time rate. All work performed: on Saturday more than ten (10) hours; on Sundays and on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and days celebrated as such; shall be paid at double the straight-time rate. If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

For this Agreement and the calculation of overtime, the workday shall be defined as beginning at the start of the regular first (or day) shift.

Work Day/Week

8 consecutive hours between the hours of 6:00 a.m. and 4:30 p.m., with a thirty (30) minute lunch period between 12:00 and 12:30 p.m. shall constitute a work day. Five such days, Monday through Friday, shall constitute the work week.

Travel

For work inside the jurisdiction of the Union, all employees shall report daily by starting time either at the Employer's shop or on the job, and the Employer can direct his workmen as follows: either:

1. Workmen will report on the job by starting time and remain on said job until quitting time without allowances for travel time or travel expenses within the jurisdiction of Local Union #43, IBEW; or
2. Workmen will report to the Employer's shop by starting time and then travel to the job on the Employer's time and in the Employer's transportation with no mileage payments to the employee. Workmen shall then be transported back to the Employer's shop by quitting time or overtime will accrue under Article III, Section 3.02.

Mileage increases to \$.56/mile (Per IRS rate 1/1/2021).

The Employer shall provide transportation or pay travel expenses for use of employees vehicle and pay for travel time during regular work hours from shop to job, job to job, and job to shop within the jurisdiction, provided, however, no workmen shall be required to furnish his vehicle unless he consents thereto. Beginning June 1 of each year of this Agreement, the per mile expense amount for the use of personal vehicles shall be that amount allowed by the IRS as a per mile deduction for the preceding tax year.

Show-Up Pay

When workmen report to the shop or job and are not put to work due to conditions beyond the control of the workmen, they shall receive two (2) hours pay. Workmen may be required to remain at the job site for the hours paid.

Foreman Requirements

- a. On any job which will require only one (1) or two (2) electrical workers for the entire duration of the project, no supervision is required regardless of the labor cost of the project.
- b. On any job requiring three (3) or more electrical workers at any time during the duration of the project, supervision shall be designated by the Employer using the following criteria:
 1. On jobs with less than ninety thousand dollars (\$90,000) in total labor costs AND fewer than five (5) workers at all times during the project, the supervisor shall be considered a sub-foreman and paid at the appropriate rate from Section 3.05 (JW +5%)
 2. One jobs with ninety thousand dollars (\$90,000) or more in total labor costs OR having five (5) or more workers at any time during the project, the supervisor shall be considered foremen and paid at the appropriate rate from Section 3.05 (JW + 15%).

*Once a foreman is designated, sub-foreman may be added under the designated foreman, sub-foreman shall be included in the count of manpower.

*Should additional workers in excess of two (2) be required on a short-term basis to accommodate such things as cable-pulls, etc. the appropriate supervision rate shall be paid for the period of time for which workers in excess of two (2) are required.

Should the scope or schedule of a project which was believed to satisfy the terms of Section 3.10.a) be changed by the customer to an extent which requires the use of workers in excess of two (2), the appropriate supervision rate shall be paid for the time going forward from the point at which the worker count exceeds two (2) until the completion of the project. (Verifiable evidence may be required by the Union for this to be allowed.)

- c. No foreman shall direct more than ten (10) workers. For each additional ten (10) workers or fraction thereof on a job or shift after the first ten, an additional foreman shall be designated. Foremen shall not be included in the count of manpower. Once a second foreman is designated on a job or shift, one foreman shall be designated as General Foreman and shall be

paid the appropriate rate from Section 3.05 (JW +25%). General Foremen shall not be included in the count of workmen.

- d. No General Foreman shall direct more than five (5) foremen. For each additional five (5) foremen or fraction thereof on a job or shift after the first five (5), an additional General Foreman shall be designated. Once a second General Foreman is designated on a job or shift, one shall be designated as Lead General Foreman and shall be paid the appropriate rate from Section 3.05 (JW +30%).

*In the event of the absence of a foreman or general foreman from the job for eight (8) hours or more, a replacement shall be appointed in his/her place and shall receive the appropriate foreman or general foreman rate. No foremen or general foremen of one job shall, at the same time, perform work on or supervise another job.

*All foremen and general foremen shall be allowed to work with the tools and also act in a supervisory capacity as conditions allow.

Work Preservation

In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, wherein the Employer, through its officers, directors, partners or stockholders, exercises either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges of violations of this Section shall be considered a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Residential Agreement Effective Dates: 6/1/2021 through May 31, 2024

Residential Wage Rates and Fringe Benefits Effective Date 6/1/2021

<u>Residential Rates:</u>	<u>6/1/2021</u>
Residential Wireman	\$22.55
Sub Foreman Journeyman Wireman Rate (+5%)	\$23.70
Foreman: Journeyman Wireman Rate (+10%)	\$24.80
General Foreman: Journeyman Wireman Rate (+20%)	\$27.05
Apprentice Wireman	
1 st Period 65% of Journeyman Wireman Rate	\$14.65
2 nd Period 65% of Journeyman Wireman Rate	\$14.65
3 rd Period 75% of Journeyman Wireman Rate	\$16.90
4 th Period 85% of Journeyman Wireman Rate	\$19.15
Health & Welfare	\$10.19
Pension	\$1.00
CNYETA (JATC)	\$0.50
NLMCC	\$0.01
LLMCC	\$0.30
AMF	\$0.02
NEBF	3% of Gross Wages
Working Dues	
Residential Wireman	4%
Apprentice Wireman 1 st and 2 nd Period	2%
Apprentice Wireman 3 rd and 4 th Period	3%