

**AGREEMENT**

**between**

**LOCAL UNION NO. 38**

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**and**

**GREATER CLEVELAND CHAPTER  
NATIONAL ELECTRICAL  
CONTRACTORS ASSOCIATION**

**November 1, 2021 to November 3, 2024**

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## **RESIDENTIAL WIRING AGREEMENT**

Agreement by and between the Greater Cleveland Chapter of the National Electrical Contractors Association (NECA)] 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 Cleveland Chapter shall mean the Greater Cleveland Chapter of NECA and the term "Union" shall mean Local Union No. 38, IBEW.

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

The term "employee" or "employees" as used herein shall mean the workman or workmen covered by the terms and conditions of this Agreement who perform work exclusively under this Agreement.

## **BASIC PRINCIPALS**

The Employer and the Union have a common and sympathetic interest in the electrical construction industry. Therefore, a working system and harmonious relations are necessary to improve relationships 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 mutual promises and agreements herein contained, the parties hereto agree as follows:

## **SCOPE OF WORK**

It is mutually agreed that residential work performed under the terms of this agreement shall apply to all units built primarily for family residence, including mobile home parks. Residence not to exceed four units under one roof.

## **ARTICLE I**

### **Effective Dates-Changes-Grievances-Disputes**

#### **EFFECTIVE DATE:**

Section 1.01. This Agreement shall take effect November 1, 2021 and shall remain in effect until November 3, 2024, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from November through November of each year, unless changed or terminated in the way later provided herein.

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

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

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

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

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

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

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

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

#### **GRIEVANCES/DISPUTES:**

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

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

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

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

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

## ARTICLE II

### Employer Rights - Union Rights

Section 2.01. (a) The Chapter recognizes the Union as the exclusive representative of all Employees performing work under this Agreement within the jurisdiction of the Union for the purposes of collective bargaining in respect to rates, wages, hours of employment and other conditions of employment, on the type of work as defined herein.

(b) The Employer understands that the Local Union's jurisdiction, both trade and territorial, is not a subject for negotiations but, rather is determined solely within the I.B.E.W. by the International President and, therefore, agrees to be recognized and to be bound by such determinations.

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

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. All Employees shall be required to become and remain members of the Union as a condition of employment from and after the 8th day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.06. For all employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance, with a company authorized to do business in this state; Social Security; and such other protective insurance as may be required by the laws of the state in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of employees.

Section 2.07. The Union reserves the right to discipline its members for violation of its laws, rules, and agreements.

Section 2.08. (a) 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, as a corporation, company, partnership, or any other business entity, including a joint-venture, 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 as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

(b) As a remedy for violations of this Section, the Labor-Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

(c) If, as a result of violations of this Section, it is necessary for the Union and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or fund trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

Section 2.09. An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another I.B.E.W. Local Union, who signs an assent to this Agreement, may bring up to four 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 I.B.E.W. International Vice President or N.E.C.A. Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.10. The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the I.B.E.W., other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of 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 I.B.E.W. or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

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

Section 2.11. The Employers recognize the Union's right to appoint a Steward on any job or in any shop from the existing work force of Residential Wiremen in a shop or job. Job Stewards shall be qualified working Residential Wiremen 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.

A steward 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 2.12. FAVORED NATION CLAUSE - 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 2.13. This Agreement does not deny the right of the Union or its representatives to render assistance to other Labor Organizations by removal of its members from jobs when necessary and when the Union, or its proper representatives, decides to do so; but no removal shall take place until notice is first given to the Employer involved. When such removal takes place, the Union or its representatives shall direct the workmen on such job to carefully put away all tools, material, equipment or any other property of the Employer, in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

### **ARTICLE III**

#### **Hours - Wage Payments**

##### **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. 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 rate of pay. In addition, the employer shall contribute an amount equal to one-half the Employer contribution to the Health and Welfare and Pension Fund for time and one-half hours worked and an amount equal to the Employer contribution to the Health and Welfare and Pension Fund for all double time hours worked. 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.

Section 3.03. When workmen are directed to report to the job, such workmen shall be on the job ready to commence work at the regular starting time. All tools and materials shall be stored or put away before quitting time.

Section 3.04. No work shall be performed on Labor Day except in case of emergency, and then only after approval of the Representative of the Union.

Section 3.05. 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., arrangements can be made to obtain a replacement check on Friday of the same week.

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 3.06. Wages: The minimum hourly rate of wages for Residential Wiremen, Foremen, and Residential Trainees shall be as follows: SEE APPENDIX "A" FOR CURRENT WAGES.

Section 3.07. (a) 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 lay-off and shall be paid in full at the time of lay-off. 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.

(b) Each Employer agrees to notify the Union office regarding layoffs by advising the office of an impending layoff before noon of the day of the layoff. The notification shall include the approximate number of employees involved, but names are not required.

(c) As of October 31, 2005 the Employer shall furnish all employees and the Union with a signed separation slip, approved by the parties to this agreement, at the time of separation, stating date, time, reason for separation and eligibility of re-hire.

(d). As of October 31, 2005 When an applicant for employment is referred to an Employer's Shop or Job and is rejected for employment, such applicant shall be reimbursed a \$50.00 application fee unless such Applicant had received a not eligible for rehire separation notice, on a separation slip approved by the parties to this agreement, from said Employer in the previous twenty-four (24) month.

Section 3.08. The Employer shall furnish all necessary tools (except pocket tools) or equipment in order to properly install and/or do the job. Workmen will be held responsible for the Employer's tools and equipment being stored in a safe manner provided the Employer furnishes a safe and suitable place for the storing of men's clothing and tools.

The tool list shall be as follows:

- |                         |                            |
|-------------------------|----------------------------|
| —Pencil                 | —Long nose pliers – 1 pair |
| —Six foot ruler or tape | —Tic tracer                |
| —Pliers – cutting       | —Level – 9"                |
| —Channel locks – 2 pair | —Plum bob                  |
| —2 Screwdrivers 6" & 8" | —Square – small            |
| —Claw hammer            | —Fish chain                |
| —Chain wrench           | —Romex stripper            |
| —Wood chisel            | —Voltage tester            |
| —Hacksaw frame          | —Keyhole saw holder        |
| —Crescent wrench – 10"  |                            |

Section 3.09. Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with the Employer's direction and The National Electric Code.

Section 3.10. (a) No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on the job.

(b) The Employer shall pay time for traveling time and pay the current IRS rate or furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union.

(c) 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 current IRS rate 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 current IRS rate 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 3.11. The Employer agrees to deduct and forward to the Financial Secretary of the Local Union—upon receipt of a voluntary written authorization—the additional working dues from the pay of each I.B.E.W. member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3.12. The employment of Foreman shall be in accordance with the following:

(A) “Foreman” means a Residential Wireman appointed by an Employer to supervise his other Residential Wiremen and Trainees.

(B) The number of foremen required for the number of men on the job shall be as follows:

TOTAL CREW	WORKING FOREMEN	GENERAL FOREMEN
1 thru 4	0	0
5 thru 10	1	0
11 thru 21	2	1

(C) No foreman shall supervise more than ten (10) workmen at any one time. However, he shall be required to plan his work and direct the Residential Wiremen in the proper use of materials, tools and equipment.

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

(E) The employer shall have the right to call a Foreman by name provided:

- 1) The employee has not quit his previous employer within the past two weeks.
- 2) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the highest priority group.
- 3) When an employee is called as a Foreman, he must remain as a Foreman for 1,000 hours or must receive a reduction in force.

Section 3.13. When men are ordered to report at a shop or a job and are not put to work, they shall be paid for all time for which they are directed to remain available, but they shall receive no less than two (2) hours' pay.

Section 3.14. Workmen shall be permitted to use their own vehicle to transport these Contractor supplied Tools:

One (1) electric drill motor, size one-half inch ( $\frac{1}{2}$ " ) or smaller

One (1) four foot (4') step ladder

One (1) battery operated drill motor

Bits and bit extensions

When agreed to by both parties, workmen shall be permitted to use their own vehicle to transport a small quantity of employer's tools or materials to a job. However, on projects where on-site storage is utilized, workmen shall not use their vehicle for stocking storage facility. When workmen use their own vehicle to transport the employer's tools or materials for the job currently assigned, those workmen shall be compensated \$1.00 per hour.

## **Shift Work**

Section 3.15. - When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7 1/2) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

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

Employers working a second or third shift shall contribute to the fringes on hours paid.

## **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.

## **RESIDENTIAL WIREMAN**

### **GROUP I.**

All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Residential Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least six months in the last two years in the geographical area covered by the collective bargaining agreement.

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

## GROUP II.

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

## GROUP III.

All applicants for employment who have two or more years' experience in the trade.

Section 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      Geauga 1\*      Lorain 2\*

1\* Bainbridge, Chester and Russell Townships

2\* Columbia Township

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

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

Section 4.11. Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section 4.05 above shall be referred to the Residential Training and Apprenticeship Subcommittee for their consideration as an (Trainee.)

Section 4.12. 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 4.13. An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List."

Section 4.14 . An applicant who is hired and who receives, through no fault of his own, work of forty hours or less, shall, upon registration, be restored to his appropriate place within his Group.

Section 4.15(a) . 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 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. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within the GROUP.

## **REPEATED DISCHARGE:**

Section 4.15(b). An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.16 . The only exception which shall be allowed in this order of referral is when the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

Section 4.17 . An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.18 . 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 procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.19 . 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 .** 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.

## **ARTICLE V**

### **Fringe Benefits**

Section 5.01. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("N.E.B.F."), 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 N.E.B.F. the individual employer will forward monthly to the N.E.B.F.'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 N.E.B.F. The payment shall be made by check or draft and shall constitute a debt due and owing to the N.E.B.F. on the last day of each calendar month, which may be recovered by suit initiated by the N.E.B.F. 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 this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Labor Agreement.

Section 5.02. 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 5.03 (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.

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).

(b). A voluntary 401(k) Plan shall be added on October 27, 1997 for all employees working under this agreement, excluding 1st year Trainees, and shall be known as I.B.E.W. 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 5.04 (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 report and payment shall be sent to reach the addressee as shown on the consolidated form not later than the fifteenth day of the month following the month in which the labor was performed.

Section 5.04 (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 I.B.E.W. Local No. 38 Pension Fund, Local 38 401(k) Retirement Plan, Health and Welfare Fund (Electrical Workers Benefit Fund), Vacation/Holiday Plan, Joint Apprenticeship and Training Trust Fund, National Employees Benefit Fund, National Electrical Industry Fund, C.E.C.A.F., 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 payments made to the Funds in accordance with the terms of this Agreement shall be sent with the appropriate reporting form to the designated depository not later than the 15th day of the month following the end of the calendar month for which payments are due. 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 5.05. 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**

#### **LOCAL UNION NO. 38 I.B.E.W.**

Section 6.06. 1. Amount of vacation allowance: Beginning on October 27, 1997, 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 worked. 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 monthly transmittal form must be filed with the remittance due not later than fifteen (15) days following payroll period covered.

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 VI**

### **Industry Fund**

Section 6.01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the

month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

Section 6 .02. CECAF – Cleveland Electrical Contractors Administrative Fund, (CECAF); Each employer covered by this Agreement shall contribute to the CECAF *0.5% of gross payroll* 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 VII

### Safety

Section 7.01. On all energized circuits or equipment carrying four hundred forty (440) volts or over, as a safety measure, two (2) or more Residential Wiremen must work together.

Section 7.02. No employee shall be compelled to use a powder actuated tool. Only qualified employees shall be permitted to use powder actuated tools.

Section 7.03. The Employer shall furnish hard hats when such are required and shall also furnish proper individual protective gear to workmen engaged in burning and welding operations.

Section 7.04. It is the Employer's exclusive responsibility to insure the safety of its Employees and their compliance with these safety rules and standards.

## **ARTICLE VIII**

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

Section 8.01. The parties agree to participate in the NECA-IBEW National Labor-

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

1. to improve communication between representatives of labor and management;
2. to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
3. to assist worker 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 NLMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03. Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

Section 8.05. The 1 cent-per-hour contribution for the National LMCC is to be paid from the Local LMCC Fund. There will be no increase in the wage/fringe package for this contribution.

## **ARTICLE IX**

### **LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)**

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

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

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

Section 9.03. Each employer shall contribute ten cents (\$.10) per hour. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Greater Cleveland Chapter, NECA, or its designee, shall be the collection agent for this Fund.

As of November 3, 2008, the Fund has established a maximum cap of total assets and the contributions to this Fund will cease until the Fund declines to a pre-established level. The Employers and Union will be notified when the contribution is necessary in the future.

Section 9.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.



## **ARTICLE X**

### **SUBSTANCE ABUSE**

Section 10.01. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

### **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.

### **CODE OF EXCELLENCE**

Section 12.01. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as required by the IBEW and NECA.

## **APPENDIX “A”**

*Effective November 1, 2021 to October 30, 2022*

The minimum rate of wages effective November 1, 2021 shall be:

### **Residential Wireman Wages**

Residential Wireman ..... \$23.26 per hour

Foreman ..... \$ 23.76 per hour

General Foreman ..... \$ 24.26 per hour

### **Residential Wireman Trainee**

1st 6 months ..... 50% of Residential Wireman Rate

2nd 6 months ..... 60% of Residential Wireman Rate

3rd 6 months ..... 70% of Residential Wireman Rate

4th 6 months ..... 80% of Residential Wireman Rate

### **Year 2**

*Effective October 31, 2022 through October 29, 2023*

**\$1.00 increase**

### **Year 3**

*Effective October 30, 2023 through November 3, 2024*

**\$1.00 increase**

## EMPLOYER CONTRIBUTIONS:

*Effective November 1, 2021*

N.E.B.F. ....3% of Gross Labor Payroll

Health and Welfare Fund..... \$7.25 per hour worked

Vacation/Holiday Fund.....\$.50 deduction per hour paid

JATC Fund..... \$0.42 per hour worked

N.E.I.F. .... 3/10 of 1% of Gross Labor Payroll

Local Pension..... \$3.20 per hour worked

NLMCC Fund ..... \$.01 per hour worked

LLMCC Fund ..... \$.10 per hour worked

CECAF ..... 0.5% of gross payroll

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.

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

Michael Joyce *Michael B. Joyce* Date 11.08.2021

Thomas Shreves *Thomas Shreves* Date 10/28/2021

Executive Director  
Greater Cleveland Chapter,  
National Electrical Contractors Association  
9050 Sweet Valley Drive  
Valley View, Ohio 44125

**SIGNED FOR THE UNION**

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

Daniel V. Gallagher *Daniel V. Gallagher* Date 10/26/21

Michael E. Muzic *Michael E. Muzic* Date 10/26/21

Dennis Meaney *Dennis Meaney* Date 10/26/21

Business Manager  
Local Union No. 38  
International Brotherhood of Electrical Workers  
1590 E. 23rd Street  
Cleveland, Ohio 44114

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.

**January 10, 2022**

Lonnie R. Stephenson, Int'l President  
This approval does not make the  
International a party to this agreement