

# **IBEW FOURTH DISTRICT REGIONAL AGREEMENT**



## **4<sup>th</sup> District Northern Ohio Regional Agreement**

## **AGREEMENT PARTNERS**

IBEW Local Unions 8, 38, 64, 129, 246, 306, 540, 573, 673 and the Greater Cleveland Chapter of NECA, the North Central Ohio Chapter of NECA, the Ohio/Michigan Chapter of NECA, the Mahoning Valley Chapter of NECA enter into this Agreement in the interest of growing Market Share in the Ohio, Michigan and West Virginia counties listed herein. All provisions of the Inside Collective Bargaining Agreement shall apply unless modified herein.

## **SCOPE OF WORK**

**This Agreement shall apply to the following projects with no square foot restrictions:**

- Small medical clinics, stand-alone doctor and dentist offices with up to 600-amp services (not attached to a hospital)
- Gas stations/convenience stores
- Fast food restaurants and franchised chain restaurants including independent bars and taverns
- Places of Worship
- Funeral Homes
- Storage Units, Car Washes
- Express Hotels and Motels (4 stories or less) Example: Holiday Inn Express, Hampton Inn, Motel 6, Red Roof Inn, etc. (Clarification by the Site Local Union)
- Residential Units (subject To Davis Bacon Rates)
- Solar projects (500 panels or less) unless otherwise covered under the Agreement
- Lighting Retrofits (when not associated with remodels involving branch re-circuiting)  
*Lighting Retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures*

**This Agreement shall apply to the following projects with a 15,000-square foot restriction:**

- Nursing homes, assisted living facilities, and daycare facilities
- Small office, retail/wholesale facilities with less than 10 units attached
- Small stand-alone Manufacturing Facilities when free standing and not part of a larger facility

**This Agreement shall not apply to projects being worked under Local Agreements, National Agreements or PLA's.**

## **UNION DUES DEDUCTION**

The Employer agrees to deduct and forward to the Central Collection Agency upon receipt of a voluntary written authorization, the 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. The Local Union, upon request by the Employer, shall certify such amount to the Employer.

## **NATIONAL ELECTRICAL BENEFIT FUND (NEBF)**

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 this Agreement.

## **NATIONAL ELECTRICAL ANNUITY PLAN (NEAP)**

It is agreed that in accord with the IBEW District Ten/NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the

International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan (NEAP), the individual Employer will forward monthly to NEAP's designated collection agent the amount set forth in Attachment "A" (the contribution obligation) together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due, and owing to, NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than 15 calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the National Electrical Annuity Plan Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon 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 collection agent.

The failure of an individual Employer to comply with the applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall also constitute a breach of his labor agreement.

#### **NECA/IBEW FAMILY MEDICAL CARE PLAN**

The individual Employer shall contribute and forward monthly to the IBEW Family Medical Care Trust Fund an amount as the amount set forth in Appendix "A" which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Northern LMC, Inc. The payment and payroll report shall be mailed to reach the Trustees or their designated 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 NECA/BEW Family Medical Care Trust Fund Agreement and Trust.

#### **REGIONAL AGREEMENT COLLECTION AGENT**

The parties agree to the establishment of the Northern LMC, Inc. for the purpose of increasing portability of the Construction Wireman and Construction Electrician workforce. The Northern Ohio Labor Management Committee shall establish the Northern LMC, Inc. contributions to all Funds and

entities listed on Attachment "A" are subject to the provisions of the Northern Ohio Regional Agreement and its Collection Agent's operating agreement. The terms of the operating agreement of the Collection Agent are incorporated by reference herein.

### **CREW MIX AND RATIOS**

On all jobs covered by this Agreement, the crew mix can be supplemented by the Employer with Construction Wiremen, Construction Electricians, Apprentices, or as allowed in the Management Rights clause of this Agreement. There shall be a minimum ratio of one Inside Journeyman Wireman to every four (4) employees of different classification per jobsite. An Inside Journeyman Wireman is required on the project as the fifth (5<sup>th</sup>) worker or when Apprentices are used. On projects utilizing Inside Journeyman Wiremen, Apprentices or portability of these classifications, an Employer must sign the Inside Collective Bargaining Agreement of the Site Local Union.

### **CODE OF EXCELLENCE**

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

### **SAFETY**

It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards. It is encouraged by all parties to this Agreement for all Employers to develop 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. The Employer shall furnish all safety equipment.

## **TRAINING**

The JATC from the home Local Union shall be responsible for, and will be required to, offer classroom and/or online training opportunities for all levels of Construction Wireman or Construction Electricians, as well as Inside Wireman upgrade training for Construction Electricians. To ensure that local JATC's comply, they will be required to provide, on an annual basis, a report to the 4<sup>th</sup> District Office of the IBEW, the Eastern Region of NECA, the appropriate home NECA Chapter and the home IBEW Local Union, listing the training that was offered, the dates of the said training, and the number of Construction Wireman/Construction Electricians taking the training.

Successful organizing and training in the area covered by this Agreement, or in any IBEW Local Union, requires the full cooperation of all the JATC Committee Members, Directors, and Instructors. The Business Manager or Local Union Organizer is to be on the Apprenticeship Committee to insure there is full cooperation.

## ADVANCEMENT AND TRAINING

| Levels | Total Documented Experience<br>(Includes Both Previous & Program Accumulated) | Advancement<br><br>Requirements for Movement to Next Level  |
|--------|---|---|
| CW-1   | 0 – 2,000 Hours   | 2,000 Hours of Documented Experience  |
| CW-2   | 2,001 – 4,000 Hours   | 4,000 Hours of Documented Experience  |
| CW-3   | 4,001 – 6,000 Hours   | 6,000 Hours of Documented Experience  |
| CW-4*  | 6,001 – 8,000 Hours   | 8,000 Hours of Documented Experience<br>And must pass a practical exam on conduit bending and three way/four-way switching  |
| CE-1*  | 8,001 – 10,000 Hours  | 10,000 Hours of Documented Experience<br>And must pass a practical exam on blue print reading and transformer connections.  |
| CE-2*  | 10,001 – 12,000 Hours   | 12,000 Hours of Documented Experience<br>And must pass a practical exam on motor controls/typical 3-wire stop-start station |
| CE-3*  | 12,001 – 14,000 Hours   | 14,000 Hours of Documented Experience<br>Successfully passing the Multi-District Journeyman Wireman Examination.            |
| JIW    | 14,001  |   |

\* Must pass the practical Hands-On Examination mutually agreed to by the parties of this Agreement. The initial classification placement shall be based upon total documented hours of experience. The initial testing for advancement shall be a hands-on examination. If any of the hands-on testing cannot be successfully demonstrated, the individual must attend and meet the training module requirements for the subject matter prior to re-taking the Hands-On Examination.

**This Section for Wage Calculations Only 4th District NORA Agreement**

|                              | 8       | 38      | 64      | 129     | 246     | 306     | 540     | 573     | 673     | Average |
|------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| <b>Local Union:</b>          |         |         |         |         |         |         |         |         |         |         |
| Journeyman Wireman Base Pay: | \$40.45 | \$39.13 | \$34.67 | \$34.35 | \$42.51 | \$35.39 | \$35.81 | \$34.21 | \$33.06 | \$36.62 |
| JATC Contribution            | \$1.02  | \$0.42  | \$0.50  | \$0.57  | \$1.17  | \$0.71  | \$1.00  | \$1.50  | \$0.60  | \$0.83  |
| NLMCC & LLMCC Contribution   | \$0.44  | \$0.11  | \$0.16  | \$0.07  | \$0.20  | \$0.25  | \$0.09  | \$0.21  | \$0.04  | \$0.17  |
| NECA Administrative          | \$0.32  | \$0.20  | \$0.15  | \$0.17  | \$0.30  | \$0.25  | \$0.25  | \$0.15  | \$0.17  | \$0.22  |
| NECA Service*                | \$0.16  | \$0.12  | \$0.14  | \$0.10  | \$0.21  | \$0.18  | \$0.18  | \$0.14  | \$0.10  | \$0.15  |

**This Section for Payroll and Fringe Benefit Reporting 1/1/2020 Through 12/31/2020**

|                                    | Hourly Rate           | NEBF  | HB&W   | NEAP   | JATC   | NLMCC & LLMCC | NECA Admin. | Central Collection | NECA s/c* | Total Package |
|------------------------------------|-----------------------|-------|--------|--------|--------|---------------|-------------|--------------------|-----------|---------------|
|                                    |                       | 3.0%  |        | 3.0%   |        |               |             |                    |           |               |
| <b>CW-1</b>                        | 0 - 2,000 Hours       | 35%   | \$6.15 | \$0.38 | \$0.83 | \$0.17        | \$0.22      | \$0.10             | \$0.15    | \$21.20       |
| <b>CW-2</b>                        | 2,001 - 4,000 Hours   | 37.5% | \$6.15 | \$0.41 | \$0.83 | \$0.17        | \$0.22      | \$0.10             | \$0.15    | \$22.17       |
| <b>CW-3</b>                        | 4,001 - 6,000 Hours   | 40%   | \$6.15 | \$0.44 | \$0.83 | \$0.17        | \$0.22      | \$0.10             | \$0.15    | \$23.15       |
| <b>CW-4</b>                        | 6,001 - 8,000 Hours   | 45%   | \$6.15 | \$0.49 | \$0.83 | \$0.17        | \$0.22      | \$0.10             | \$0.15    | \$25.08       |
| <b>CE-1</b>                        | 8,001 - 10,000 Hours  | 50%   | \$6.15 | \$0.55 | \$0.83 | \$0.17        | \$0.22      | \$0.10             | \$0.15    | \$27.03       |
| <b>CE-2</b>                        | 10,001 - 12,000 Hours | 55%   | \$6.15 | \$0.60 | \$0.83 | \$0.17        | \$0.22      | \$0.10             | \$0.15    | \$28.96       |
| <b>CE-3</b>                        | 12,001 - 14,000 Hours | 70%   | \$6.15 | \$0.77 | \$0.83 | \$0.17        | \$0.22      | \$0.10             | \$0.15    | \$34.79       |
| <b>* Paid by NECA Members Only</b> |                       |       |        |        |        |               |             |                    |           |               |