

# **IBEW FOURTH DISTRICT REGIONAL AGREEMENT**



## **4<sup>th</sup> District Southwest Regional Agreement**

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## **AGREEMENT PARTNERS**

IBEW Local Unions 212, 317, 369, 429, 575, 816 and 1701 and the Central Ohio Chapter of NECA, the Cincinnati Chapter of NECA, the East Tennessee Chapter of NECA, the Louisville Chapter of NECA, the Southern Indiana Chapter of NECA and the West Virginia/Ohio Valley Chapter of NECA enter into this Agreement in the interest of growing Market Share in the Indiana and Kentucky counties listed herein. All provisions of the Inside Collective Bargaining Agreement shall apply unless modified herein.

### **SCOPE OF WORK KENTUCKY ZONE (Counties in Kentucky Only)**

**This Agreement shall apply to the following projects not to exceed 200,000 square feet:**

- office buildings
- shopping centers
- auto sales agencies and garages
- churches
- funeral homes
- nursing homes
- hotels, motels
- retail and wholesale facilities
- educational facilities
- 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
- Small stand-alone manufacturing facilities when free standing and not part of a larger facility (not to exceed 50,000 square feet).
- warehouses
- gas stations
- food service centers
- restaurants
- entertainment facilities
- hospitals
- clinics
- residential buildings

**This agreement shall apply to off-site prefabrication with no scope limitations and no square foot restrictions.**

#### **• REQUEST FOR VARIANCE**

An Employer seeking a project which exceeds the scope of the Agreement, may request, in writing, a variance from the Site Local Union Business Manager. The Business Manager shall either approve the variance, approve the variance with modifications or deny the variance within forty-eight (48) hours of receiving such request.

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

### **AGREEMENT PARTNERS**

IBEW Local Unions 32, 82, 212, 317, 575, 648, 683, 688 and 1105 and the Central Ohio Chapter of NECA, the Cincinnati Chapter of NECA, and the Western Ohio Chapter of NECA enter into this Agreement in the interest of growing Market Share in the Indiana and Ohio counties listed herein. All provisions of the Inside Collective Bargaining Agreement shall apply unless modified herein.

### **SCOPE OF WORK OHIO ZONE (Counties in Ohio Only)**

**This Agreement shall apply to the following projects not to exceed 200,000 square feet:**

- office buildings
- shopping centers
- auto sales agencies and garages
- churches
- funeral homes
- nursing homes
- hotels, motels
- retail and wholesale facilities
- 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
- small stand-alone manufacturing facilities when free standing and not part of a larger facility (not to exceed 50,000 square feet).
- warehouses
- gas stations
- food service centers
- restaurants
- entertainment facilities
- hospitals
- clinics
- residential buildings

**This agreement shall apply to off-site prefabrication with no scope limitations and no square foot restrictions.**

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

## GEOGRAPHIC JURISDICTION

The geographic jurisdiction of this Agreement shall be all work covered by the scope contained in this Agreement in the following counties of the Local Unions and counties listed herein.

### 4<sup>th</sup> DISTRICT SOUTHWEST REGIONAL AGREEMENT

#### COUNTIES BY STATE

<b>Indiana Counties</b>					
Clark	Dearborn	Floyd	Harrison	Jackson	Jefferson
Ohio	Scott	Switzerland	Washington		
<b>Kentucky Counties</b>					
Adair	Allen	Anderson	Ballard	Barren	Bath
Bell	Boone	Bourbon	Boyd	Boyle	Bracken
Breathitt	Breckenridge	Bullitt	Butler	Caldwell	Calloway
Campbell	Carlisle	Carroll	Carter	Casey	Christian
Clark	Clay	Clinton	Crittenden	Cumberland	Daviess
Edmonson	Elliott	Estill	Fayette	Fleming	Floyd
Franklin	Fulton	Gallatin	Garrard	Grant	Graves
Grayson	Green	Greenup	Hancock	Hardin	Harlan
Harrison	Hart	Henderson	Henry	Hickman	Hopkins
Jackson	Jefferson	Jessamine	Johnson	Kenton	Knott
Knox	Larue	Laurel	Lawrence	Lee	Leslie
Letcher	Lewis	Lincoln	Livingston	Logan	Lyon
Madison	Magoffin	Marion	Marshall	Martin	Mason
McCracken	McCreary	McLean	Meade	Menifee	Mercer
Metcalfe	Monroe	Montgomery	Morgan	Muhlenberg	Nelson
Nicholas	Ohio	Oldham	Owen	Owsley	Pendleton
Perry	Pike	Powell	Pulaski	Robertson	Rockcastle
Rowan	Russell	Scott	Shelby	Simpson	Spencer
Taylor	Todd	Trigg	Trimble	Union	Warren
Washington	Wayne	Webster	Whitley	Wolfe	Woodford
<b>Ohio Counties</b>					
Adams	Allen	Ashland	Auglaize	Brown	Butler
Champaign	Clark	Clermont	Clinton	Coshocton	Crawford
Delaware	Drake	Fairfield	Fayette	Franklin	Greene
Guernsey	Hamilton	Hardin	Highland	Hocking	Huron
Knox	Knox	Licking	Logan	Madison	Marion
Mercer	Miami	Montgomery	Morrow	Muskingum	Perry
Pickaway	Pickaway	Preble	Richland	Ross	Shelby
Tuscarawas	Union	Van Wert	Warren	Wyandot	

## 4<sup>th</sup> District Southwest Regional Agreement

### COUNTIES BY LOCAL UNION

<b>Local Union 32</b>					
<b>Ohio</b>					
Allen	Auglaize	Hardin	Logan	Mercer	Shelby
Van Wert	Wyandot				
<b>Local Union 82</b>					
<b>Ohio</b>					
Clinton	Drake	Greene	Miami	Montgomery	Preble
Warren					
<b>Local Union 212</b>					
<b>Indiana</b>					
Dearborn	Ohio	Switzerland			
<b>Kentucky</b>					
Boone	Bracken	Campbell	Gallatin	Grant	Kenton
Pendleton					
<b>Ohio</b>					
Brown	Clermont	Hamilton			
<b>Local Union 317</b>					
<b>Kentucky</b>					
Boyd	Carter	Elliott	Floyd	Johnson	Lawrence
Magoffin	Martin	Morgan	Pike	Rowan	
<b>Local Union 369</b>					
<b>Indiana</b>					
Clark	Floyd	Harrison	Jackson	Jefferson	Scott
Washington					
<b>Kentucky</b>					
Anderson	Barren	Bath	Bell	Bourbon	Boyle
Breathitt	Breckenridge	Bullitt	Butler	Clay	Carroll
Casey	Clark	Edmonson	Estill	Fayette	Franklin
Garrard	Grayson	Green	Hardin	Harlan	Harrison
Hart	Henry	Jackson	Jefferson	Jessamine	Knott
Knox	Laurel	Larue	Lee	Leslie	Letcher
Lincoln	Logan	Madison	Marion	McCreary	Meade
Menifee	Mercer	Metcalfe	Montgomery	Nelson	Nicholas
Oldham	Owen	Owsley	Perry	Powell	Pulaski
Robertson	Rockcastle	Scott	Shelby	Spencer	Taylor
Todd	Trimble	Warren	Washington	Wayne	Whitley
Wolfe	Woodford				
<b>Local Union 429</b>					
<b>Kentucky</b>					
Adair	Allen	Clinton	Cumberland	Monroe	Russell
Simpson					

<b>Local Union 575</b>					
<b>Kentucky</b>					
Fleming	Greenup	Lewis	Mason		
<b>Ohio</b>					
Adams	Fayette	Highland	Hocking	Pickaway	Ross
<b>Local Union 648</b>					
<b>Ohio</b>					
Butler	Warren				
<b>Local Union 683</b>					
<b>Ohio</b>					
Champaign	Clark	Delaware	Fairfield	Franklin	Madison
Pickaway	Union				
<b>Local Union 688</b>					
<b>Ohio</b>					
Ashland	Crawford	Huron	Knox	Marion	Morrow
Richland	Wyandot				
<b>Local Union 816</b>					
<b>Kentucky</b>					
Ballard	Caldwell	Calloway	Carlisle	Christian	Crittenden
Fulton	Graves	Hickman	Livingston	Lyon	Marshall
McCracken	Trigg				
<b>Local Union 1105</b>					
<b>Ohio</b>					
Coshocton	Guernsey	Knox	Licking	Muskingum	Perry
Tuscarawas					
<b>Local Union 1701</b>					
<b>Kentucky</b>					
Daviess	Hancock	Henderson	Hopkins	McLean	Muhlenberg
Ohio	Union	Webster			



## **EFFECTIVE DATES**

This Agreement shall take effect January 1, 2022 and shall remain in effect until December 31, 2022, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January through December of each year, unless changed or terminated in the way later provided herein.

## **GRIEVANCES, DISPUTES, INTERPRETATIONS AND CHANGES**

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 ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

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.

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.

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

There shall be a Labor Management Committee established and shall be named the Southwest Labor Management Committee, which shall consist of up to three (3) representing the Unions and up to three (3) representing the Chapters or Employer's signatory to this Agreement. It shall select its own Chairman and Secretary. The IBEW Fourth District IVP shall select the Union representatives and the Eastern Regional Director of NECA or Employer shall select the Management Representatives.

Grievances, disputes, interpretations and proposed changes under this Agreement will be referred to the Regional Labor Management Committee for handling and resolution.

In the absence of a deadlock, the Southwest Labor Management Committee decision shall be final and binding. The IBEW 4th District Vice President and the NECA Eastern Regional Director must approve all changes, modifications and interpretations of this Agreement prior to implementation. Should the Labor-Management Committee fail to agree or to adjust any

matter, such shall then be referred to the Executive Regional Director for NECA Eastern Region and the IBEW Fourth District Vice President for final and binding resolution. The Southwest Labor Management Committee shall meet semi-annually to review the progress of this Agreement. The Committee shall send a written report and update of the progress of this Agreement to the Eastern Regional Director of NECA and the IBEW Fourth District Vice President.

## **GRIEVANCE PROCEDURE**

The grievance procedure is as follows:

All grievances shall be filed within ten (10) calendar days after the complained of event arose or the parties to this Agreement reasonably became aware of the event. Settlement of grievances may be arrived at in any step of the grievance procedure which, will be binding on the Union and the Employer.

Grievances on any work covered by this Agreement shall be handled in the following manner:

- Step 1: The local parties shall reduce the grievance to writing
- Step 2: If the parties are unable to affect an amicable settlement or adjustment of any grievance or controversy within ten (10) business days, it shall be submitted to the Southwest Labor Management Committee for a final and binding decision to become effective immediately. The Southwest Labor Management Committee shall meet within ten (10) calendar days to hear the grievance.
- Step 3: Failure of the Southwest Labor Management Committee to reach a decision shall constitute a basis for a submittal of the issue or question to the IBEW 4<sup>th</sup> District Vice President and the Eastern Regional Director of NECA for immediate, final and binding resolution.

The time period set forth herein can be extended by mutual agreement of the parties in writing.

## **MANAGEMENT RIGHTS**

The Unions understand the Employer is responsible for performing the work as required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the Collective Bargaining Agreement of the Site Local Union and this 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 geographical jurisdictions contained in this Agreement, 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. The terms of this Agreement shall prevail in areas of conflict between the Inside Collective Bargaining Agreement of the Site Local Union and this Agreement.

### **HOURS/WAGES/WORKING CONDITIONS**

The Employer has the right to establish flexible work schedules for the performance of electrical work to satisfy owner and/or customer requirements. No overtime shall be paid until forty (40) hours in the workweek or ten (10) hours in the workday have been worked. The overtime rate shall be paid at time and one-half (1½) the regular straight-time rate. Sundays and Holidays shall be paid at the overtime rate per the Site Local Union's Inside Construction Agreement. It is not the intent of this section to lock-out an individual employee from a scheduled 40-hour job for the avoidance of overtime. There are no shift premiums required for work performed under the terms of this Agreement.

### **WORKING OWNER'S**

The employer owner(s) may work with their tools provided they report themselves as a full time Journeyman or CE 3 classification and pays all applicable fringe benefits under the appropriate agreement. Contributions must be paid on all hours worked under the terms and conditions of this Agreement.

### **SURETY BOND**

Each Employer shall furnish a surety bond, or cash equivalent line of credit, in the amount of \$1,000.00 per CE and CW until a maximum of \$12,000.00, to secure payment of all amounts due on account of payroll and fund deduction, contribution, and reporting obligations of the Employer required by this Agreement. The bond shall provide that it may not be terminated without forty-five (45) days' prior written notice to the Southwest LMC, Inc.

The Southwest LMC, Inc. shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond directly to the affected employees and direct payments of delinquent fund contributions from the Bond directly to the Trustees of the affected funds or to their designated agents.

An Employer who wishes to perform work under the terms of multiple 4<sup>th</sup> District Regional Agreements may bond at the rate of \$20,000.00 at their home region. The bond may be written to cover all regions. By doing so, the Employer may perform work in all four (4) regions.

## **REFERRAL**

### **CONSTRUCTION ELECTRICIAN REFERRAL PROCEDURE**

1. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.
2. The Site Local Union shall be the sole and exclusive source of referral of applicants for employment.
3. The Employer shall have the right to reject any applicant for employment.
4. The Site Local 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 selection and referral shall be in accord with the following procedure.
5. The Local Unions 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.

## CONSTRUCTION ELECTRICIAN

GROUP I All applicants for employment who have 8,000 hours experience in the trade, are residents of the Site Local Union's geographical area, as described herein, constituting the normal construction labor market, have been certified as a Construction Electrician by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Construction Electrician 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 four years in the Site Local Union's geographical area covered by the normal construction market as defined in the Inside Collective Bargaining Agreement of the referring Local Union.

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 8,000 hours experience in the trade and who have been certified as a Construction Electrician by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Construction Electrician by any Inside Joint Apprenticeship and Training Committee.

GROUP III All other applicants for employment.

6. If the registration list is exhausted and the Site 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".

7. The Employer will promptly notify the Business Manager of the names, recommended

classifications and social security numbers of such "temporary employee" and send the "temporary employee" to the Site Local Union for processing. The Local Union will then immediately refer those employees back to the recruiting employer with the appropriate classification. Any questions or disputes regarding this clause shall be referred to the Southwest Labor Management Committee.

8. "Resident" means a person who has maintained his permanent home in the above defined geographical area of the Site Local Union 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.
9. The Union shall maintain an Available for Work List, which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

#### **RE-REGISTRATION**

10. An applicant who has registered on the Available for Work List must renew his application every thirty (30) days or his name will be removed from the List.
11. An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.
12. Employers shall advise the Business Manager of the Site 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 Available for Work List and then referring applicants in the same manner successively from the Available for Work List in Group II, and then Group III. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

#### **EXCEPTIONS**

13. The only exceptions which shall be allowed in this order of referral are as follows:

## **SKILLS**

- a) When the Employer states bona fide requirements for skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

## **WORKER RECALL**

- b) An Employer shall have the right to recall for employment any former Construction Electrician employee that the Employer has laid off, provided that:
  - 1) The former employee is in the highest-level Group on the referral list contained in this Agreement containing applicants available for work, regardless of the individual's position on the list;
  - 2) The recall is made within ninety (90) days from the time of layoff;
  - 3) The former employee has not quit his most recent employer under this Agreement within the two weeks prior to the recall request;
- c) An Employer shall also have the right to recall for employment any former Construction Wireman employee that the Employer has laid off, provided that:
  - 1) The recall is made within ninety (90) days from the time of layoff;
  - 2) The former employee has not quit his most recent employer under this Agreement within the two weeks prior to the recall request;

## **FOREMAN CALL BY NAME**

- d) On projects covered by this Agreement, the Employer shall have the right to call a Foreman by name under the referral procedure contained within this Agreement provided:
  - 1) The employee has not quit his previous employer that is signatory to this Agreement within the previous 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 applicant for employment is called as a Foreman, he must remain as a Foreman for one hundred & sixty (160) hours and may only work on jobs covered by the scope of this Regional Agreement.
- 4) If an Employer recruits a Construction Wireman or Construction Electrician that he/she determines would be an asset to the Industry, that individual shall be sent to the Site Local Union for processing and then sent to the Employer who recruited the individual, upon request by the Employer, as a Foreman Call by Name.

### **OSHA**

- e) All new applicants referred after December 1, 2012 must complete an OSHA 10 course within one hundred eighty (180) days of employment and must complete an OSHA 30 course within a year of employment, or provide proof of completing the OSHA course.

### **APPEALS COMMITTEE**

14. An Appeals Committee is hereby established, composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.
15. 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 through 13 of the 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.
16. 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.



## **REPEATED DISCHARGE**

17. 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 (3) business days, review the qualifications of the applicant and the reasons for the discharges.
18. 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.
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.

In the event there is a shortage of qualified applicants, the Employers and the Local Union agree to participate in Job Fairs and Industry Nights to address the issue.

## **UNION SECURITY**

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8<sup>th</sup>) day following the date of their employment or the effective date of this Agreement, whichever is later.

Notwithstanding anything to the contrary therein, this Section shall not be applicable if all or any part thereof shall be in conflict with applicable law; provided, however, that if all or any

part of this Section becomes permissible by virtue of a change in applicable law, whether by legislative or judicial action, the provisions of this Section held valid shall immediately apply.

### **WAGES AND FRINGE BENEFITS**

The minimum hourly rate of Wages and Benefits shall be as per Attachment "A".

Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time on any day, Monday through Friday, of each week, and no more than five (5) calendar days pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be utilized by the Employer. Employees laid off through no fault of their own shall be paid in full ½ hour prior to quitting time or if the employee is signed up for electronic transfer, the money shall be transferred to his or her account within 24 hours. Employees who were discharged or voluntarily quit shall be paid their wages per the Site Local Union's Agreement. Assessments or Penalties for late pay or non-payment of wages shall be as per the Site Local Inside Collective Bargaining Agreement. Holidays and vacations shall comply with the terms of the Site Local Inside Collective Bargaining Agreement.

### **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 fifteen (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 Southwest 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/IBEW Family Medical Care Trust Fund Agreement and Trust.

### **REGIONAL AGREEMENT COLLECTION AGENT**

The parties agree to the establishment of the Southwest LMC, Inc. for the purpose of increasing portability of the Construction Wireman and Construction Electrician workforce. The Southwest Labor Management Committee shall establish the Southwest LMC, Inc. contributions to all Funds and entities listed on Attachment "A" are subject to the provisions of the Southwest 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 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 said training, and the number of Construction Wireman/Construction Electricians taking said 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 (Includes Both Previous & Program Accumulated)	Advancement  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 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 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 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 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.

## **JOB REPORTING REQUIREMENTS**

The Employer shall notify the Site Local Union by fax or e-mail within 24-hours of starting a project. The Form shall include the job name, address, approximate duration, estimated manpower and man-hours at peak. Failure to notify the Site Local Union in a timely manner, shall disqualify the Employer from utilizing the terms and conditions of the Southwest Regional Agreement and the project shall be worked under the terms and conditions of the Site Local Union's Inside Agreement. Job Start Form Attachment "C".

## **PORTABILITY OF MANPOWER**

Any Local Union signatory to this Regional Agreement agrees to the following:

1. Any Employer signatory to the 4<sup>th</sup> District Regional Agreement will be entitled to unlimited Portability of Manpower throughout the geographic jurisdiction covered by the Local Unions signatory to the 4<sup>th</sup> District Regional Agreement, provided the work being performed is contained in the scope of the 4<sup>th</sup> District Regional Agreement.
2. Any Employer awarded a project under this Agreement will be afforded all rights contained in paragraph 1 until the job is completed.
3. The Employer shall notify the Site Local Union by faxing or e-mailing within 24 hours of starting a job, the names of employees, classifications, social security number, current address and contact phone number of all employees working under portability.

## **SEPARABILITY CLAUSE**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision 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 law.



## **UTILIZATION OF JOURNEYMAN WIREMAN AND APPRENTICE WIREMAN ON REGIONAL AGREEMENT PROJECTS**

When jobsite ratios dictate the utilization of Journeyman Wireman on a Regional Agreement project, or, when an Employer utilizes a Journeyman Wireman on a Regional Agreement project, the Employer must become signatory to the Site Local Union's Inside Agreement. In order to utilize an Apprentice Wireman on a Regional Agreement project, there must be a Journeyman Wireman employed on the project, in accordance with the Department of Labor approved National Electrical Training Standards.

### **JOURNEYMAN AND APPRENTICE WAGES AND BENEFITS**

The Journeyman Wireman and Apprentice Wireman wage and fringe benefit package shall be based upon the First Shift wage and fringe benefit package contained within the Site Local Union's Inside Collective Bargaining Agreement. Also to be included are the required wage withholdings, such as union dues, vacation fund, etc. Fringe benefit payments and wage withholding shall be submitted in accordance with the Site Local Union's Inside Collective Bargaining Agreement.

### **FOREMAN CALL BY NAME**

The Employer may call a Journeyman Wireman by name, as a Foreman, on a Regional Agreement project. If the Employer chooses to utilize this provision, the language contained within the Site Local Union's Inside Collective Bargaining Agreement shall prevail.

### **PORTABILITY OF JOURNEYMAN AND APPRENTICES**

When working on a Regional Agreement Project, the unlimited portability provision contained within this Agreement shall apply to Journeyman Wireman. They do not, however, apply to Apprentices. Apprentices may only be ported following the rules and regulations of the Department of Labor approved National Electrical Training Standards.

### **UNION DUES DEDUCTION**

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union, 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.

**ATTACHMENT "A"**

**BASE WAGES**

The minimum hourly rate of Wages and Benefits shall be as follows:

Journeyman/Technician ----- First Shift Site Local Applicable CBA Rate\*

Apprentice ----- First Shift Site Local Applicable CBA Rate\*

**Construction Electrician and Construction Wireman**

*\* A percentage of the average taxable base wage pay of Journeyman Inside Wireman rates contained in the Inside Collective Bargaining Agreements of the Local Unions signatory to this Agreement. To be calculated December 1<sup>st</sup> and become effective January 1<sup>st</sup> each year of this Agreement.*

*\* See Attachment "B"*

**ATTACHMENT "A"**

**FRINGE BENEFITS AND RELATED FUNDS**

**NECA/IBEW Family Medical Care Plan...Trustee Approved Rate Per Hour Worked\***

**NEBF ..... 3% of Gross Payroll**

**NEAP ..... 3% of Gross Payroll**

**NEIF .....See Attachment "B" (NECA Contractors Only)**

**Site JATC Fund ..... See Attachment "B", Per Hour Worked**

**LLMCC & NLMCC Fund ..... See Attachment "B", Per Hour Worked**

**Site NECA Administrative Fund ..... See Attachment "B", Per Hour Worked**

**Collection Agent Fee ..... See Attachment "B", Per Hour Worked**

**\* Subject to Change by the Plan Board of Trustees**

Southwest Regional Agreement

Payroll and Fringe Benefit Reporting 1/1/2022 Through 12/31/2022  
Attachment "B"

This Section for Payroll and Fringe Benefit Reporting 1/1/2022 Through 12/31/2022											
		<u>Hourly Rate</u>	<u>NEBF</u>	<u>H&amp;W</u>	<u>NEAP</u>	<u>JATC</u>	<u>NLMCC &amp; LLMCC</u>	<u>NECA Admin.</u>	<u>Central Collection</u>	<u>NECA s/c*</u>	<u>Total Package</u>
<b>CW-1</b>	0 – 2,000 Hours	<b>\$12.76</b>	3.0% \$0.38	\$6.47	3.0% \$0.38	\$0.72	\$0.15	\$0.13	\$0.10	\$0.12	\$21.21
<b>CW-2</b>	2,001 – 4,000 Hours	<b>\$13.61</b>	\$0.41	\$6.47	\$0.41	\$0.72	\$0.15	\$0.13	\$0.10	\$0.12	\$22.12
<b>CW-3</b>	4,001 – 6,000 Hours	<b>\$14.46</b>	\$0.43	\$6.47	\$0.43	\$0.72	\$0.15	\$0.13	\$0.10	\$0.12	\$23.01
<b>CW-4</b>	6,001 – 8,000 Hours	<b>\$16.16</b>	\$0.48	\$6.47	\$0.48	\$0.72	\$0.15	\$0.13	\$0.10	\$0.12	\$24.81
<b>CE-1</b>	8,001 – 10,000 Hours	<b>\$17.86</b>	\$0.54	\$6.47	\$0.54	\$0.72	\$0.15	\$0.13	\$0.10	\$0.12	\$26.63
<b>CE-2</b>	10,001 – 12,000 Hours	<b>\$19.56</b>	\$0.59	\$6.47	\$0.59	\$0.72	\$0.15	\$0.13	\$0.10	\$0.12	\$28.43
<b>CE-3</b>	12,001 – 14,000 Hours	<b>\$24.66</b>	\$0.74	\$6.47	\$0.74	\$0.72	\$0.15	\$0.13	\$0.10	\$0.12	\$33.83
<b>* Paid by NECA Members Only</b>											

**ATTACHMENT "C"**

**JOB START FORM**

**This form is to be emailed or faxed to the Site Local Union, the Site NECA Chapter, the IBEW Fourth District Office and the NECA Eastern Region Office within 24 hours of starting a project for the job to be covered by this Agreement.**

**Electronic and Paper Forms Available**

**Contact**

**IBEW Fourth District Office**

**5100 Buckeystown Pike  
Suite #255  
Frederick, MD 21704  
Telephone: (301) 378-7014  
Fax: (301) 378-7024  
Email: IVPD\_04@IBEW.org**

**- or -**

**NECA, Eastern Region Office**

**Steve Chesley, Executive Director  
[Schesley@necanet.org](mailto:Schesley@necanet.org)**

**- or -**

**All Regional Agreement forms and Agreements are available at the  
NECA, Eastern Region Website**

**<http://www.necanet.org/eastern-region-neca/>**

# REGIONAL AGREEMENT JOB START FORM

## JOB REPORTING REQUIREMENTS

The employer shall notify the site local union by fax or e-mail within 24 hours of starting a job.

### **Project Name**

Click here to enter text.

### **Project Location:**

**Address:** Click here to enter text.

**City:** Click here to enter text.

**State:** Click here to enter text.

**Zip:** Click here to enter text.

**Approximate Start Date:** Click here to enter a date.

**Approximate Duration of Job:** Click here to enter text.

**Estimated Number of Workers at Peak:** Click here to enter text.

**Regional Agreement:** Choose an Agreement.

**Estimated Man Hours:**    **JW Hours:** Click here to enter hours

**Apprentice Hours:** Click here to enter hours

**CW Hours:** Click here to enter hours.

**CE Hours:** Click here to enter hours.

### **Additional Information:**

**Site Local Union:** Click here to enter text.

**Date Submitted:** Click here to enter a date.

**Contractor:** Click here to enter text.

**Name:** Click here to enter text.

#### Form Return Information:

Save Form Locally and Return Copy to Site Local Union and Site NECA Chapter.

Also Copy to IBEW Fourth District and the Eastern Region, NECA at:

E-mail: IVPD\_04@ibew.org & schesley@necanet.org

or

Fax: (301) 378-7024