

MARKET EXPANSION ADDENDUM

FOR THE

RESIDENTIAL AGREEMENT

BETWEEN

LOCAL 153, IBEW

AND

NORTHERN INDIANA CHAPTER, NECA

AUGUST 1, 2022 – MAY 28, 2023

MARKET EXPANSION ADDENDUM

Addendum to Local 153, Residential Agreement for the Indiana Counties of St. Joseph, Elkhart, Marshall, and Kosciusko and the Michigan Counties of Berrien & Cass

This Market Expansion Addendum (MEA) applies to all the geographical jurisdiction of Local 153 and modifies its residential agreement. Any term or condition not specifically modified by this addendum shall be governed by the Local Residential Agreement where the work is being performed.

The purpose of this agreement is to improve the economic security of the partners of this agreement and to improve the organizational effectiveness of both parties of this agreement. The following market expansion plan shall be agreed to and facilitated by the representatives of IBEW Local 153 and the NECA, Northern Indiana Chapter.

SCOPE

Refer to Residential Collective Bargaining Agreement for Scope language.

This Market Expansion Addendum shall be extended to all work in Kosciusko County of Indiana.

If a contractor signatory to the Residential Agreement has an opportunity to secure work that exceeds the limitations contained in the scope of this agreement that could lead to more employment opportunities for employees covered by this agreement, a variance may be requested. All variances in scope and other terms and conditions must be submitted in writing (Attachment A) prior to bidding and approved by the Business Manager of Local Union 153, IBEW and the Executive Director of Northern Indiana Chapter, NECA.

Exclusions: Notwithstanding the above, unless otherwise agreed to by both parties, this agreement shall exclude any work being performed under:

1. Public works requiring the payment of Davis Bacon or Prevailing Wages
2. Work covered by Project Labor Agreements whether written or implied (i.e., Solar PLA)
3. Work covered by Specialty and National Agreements (including, but not limited to: General Presidents' Project Maintenance Agreement, National Maintenance Agreement, etc.)
4. Work funded / financed by Union Trust funds
5. Heavy Construction / Industrial work
6. Work defined within the scope of other negotiated agreements
7. Wind Turbine Farms
8. Educational Facilities
9. Service type work

HIRING PROCEDURE

The South Bend & Vicinity Joint Apprenticeship Training Committee (SBVJATC) Training Director shall be responsible for handling the referral of out-of-work Construction Wiremen and Apprentices. New Construction Wiremen may be direct-hired by the Employer if there are no out-of-work Construction Wiremen available or if the only Construction Wiremen available have been terminated for cause. Two (2) working days after checking with the SBVJATC Training Director to ascertain whether any applicants who meet the Employer's requirements are available for consideration, the Employer shall be free to hire from any source. The SBVJATC Training Director shall have the authority to waive these restrictions when special circumstances warrant the exception. Construction Wiremen who have been terminated for cause shall not be eligible for referral until they have been evaluated by the SBVJATC Training Director and completed any required remedial training as directed by the SBVJATC Training Director.

The Employer shall send new hire(s) to the SBVJATC with "intent to hire" letter. The SBVJATC will send new hire(s) for pre-employment drug screening and assign the new hire(s) back to the Employer. The new hire(s) can go to work but must come back to the Union Hall within eight (8) days of hire for orientation.

When there are indentured apprentices available for work, an Employer may not add additional Construction Wiremen to a job site unless the Employer is already employing the full complement of apprentices allowed under the locally adopted apprentice-to-journeyman ratio on that job site. Construction Wireman/Construction Electricians already employed by the Employer need not be laid off or replaced when indentured apprentices become available for employment.

New Construction Wireman shall not be hired directly when Construction Wiremen are continually unemployed and available for referral.

Note: The term "continually unemployed" as used in this section, is intended to mean when the individuals are willing and available for referral or assignment over an extended period of time, which shall be agreed to by the local parties. Brief periods of unemployment of one or more Construction Wiremen over the normal course of business such as the regular or seasonal building up and reduction of manpower on jobs within the jurisdiction will not prevent the addition of new Construction Wiremen.

FOREMAN LANGUAGE

Refer to the Residential Collective Bargaining Agreement for Foreman language.

CHANGES, GRIEVANCES, AND DISPUTES

Changes, grievances, and disputes shall be handled as stated in Article I of the Residential Collective Bargaining Agreement.

The following disciplinary actions may be taken if Employers are found to be misusing the CE/CW classification:

LEVEL ONE- A written notice of the violation regarding the use of the CE/CW classification as well as the attendance of a mandatory two-hour class over the Market Expansion Addendum and how to properly use the CE/CW classification. The class shall be hosted in the offending contractor's facility and shall be taught by a joint IBEW/NECA team. The contractor's Estimators and Project Managers along with the shop Steward and the Job Steward (if applicable) shall be required to attend. Additionally, an outline of the pertinent topics shall be provided to the contractor. The contractor shall be tasked to host jobsite talks that cover all the pertinent topics and must have each employee print and sign their names acknowledging they have received this training. This training shall be completed within 30 days of the resolution of the grievance.

LEVEL TWO- A written notice of the violation along with a fine to be determined by the Labor-Management Committee as well as the inability to add additional CE/CWs for a period of ninety (90) days or until the expiration the current CBA (Collective Bargaining Agreement), whichever comes first. The minimum fine will be \$1,000.00 per person and a maximum of \$10,000.00 per person, payable to the South Bend and Vicinity Joint Apprenticeship and Training Center (SBVJATC).

LEVEL THREE- A written notice of the violation along with the loss of all CE/CWs as well as the inability to utilize the Market Expansion Addendum at all for a period of one (1) year or until the expiration of the current CBA (Collective Bargaining Agreement), whichever comes first.

Failure to mitigate any violation within the designated time period will advance the violation to the next level of offense.

Egregious misuse of the MRA, as determined by the Labor-Management Committee, may escalate the violation to a higher level and the penalty may be a combination of all or some of what is defined.

MANAGEMENT RIGHTS

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.

WORKWEEK

Refer to Residential Collective Bargaining Agreement for workweek, shift work, and overtime language.

For workweek, shift work, and overtime refer to the Residential Collective Bargaining Agreement.

Starting times and shift premiums may be modified through mutual agreement between the Business Manager and the Executive Director.

CONSTRUCTION WIREMAN / CONSTRUCTION ELECTRICIAN

1. The Construction Wireman / Construction Electrician classification shall consist of a minimum of 7 levels (pay levels). Construction Wiremen shall accumulate or document up to 8,000 hours of work experience. Those with over 8,000 hours of documented work experience or upon accumulating 8,000 hours of documented work experiences shall be classified as Construction Electricians. Standard and fixed means for selection, evaluation and placement for entry level based on previous experience and training, shall be determined and established by the SBVJATC. However, evaluation and placement of any individual with 8,000 hours of work experience, having completed their probationary period and desiring to obtain Journeyman Inside, Residential, or Journeyman Installer Technician status, shall be done according to ETA guidelines. Conditions and prerequisites for advancement from one level to the next shall be determined and fixed by the local SBVJATC. Advancement in pay levels for Construction Wiremen and Construction Electricians may be based on work experience alone or a combination of work experience and/or minimum classroom training and/or testing as determined by the local parties through the local SBVJATC.
2. A Construction Electrician who desires to advance to the classification of Journeyman Residential Wireman may request to take the written and practical examinations of each of the levels of the ETA Craft Certification Program. All requests to take level exams shall be contingent upon the individual's satisfactory work history. To help prepare the individual to take the Craft Certification Examinations, the local SBVJATC will determine minimum training needed taking into consideration the input and recommendations of the ETA. The satisfactory completion of the examinations of one level will result in the Construction Electrician automatically qualifying to take the written and practical examination of the next level. This procedure will continue until each level of examinations has been satisfactorily completed. Any Construction Electrician failing to achieve a passing score on either the written or practical examination at each level will be offered an opportunity to enroll in and must successfully complete the required course work developed by the ETA for that level. The Construction Electrician can then re-take the same examination(s) but will only be examined in the areas that he/she failed to pass on the first attempt provided that such re-examination occurs within a 1-year period. Upon successfully passing the examinations of one level, the individual is eligible to take the next level examinations. No Construction Electrician will be eligible for reclassification to Inside, Residential or Installer Technician Journeyman until he/she has passed all level exams, has passed the final ETA written and practical (hands-on) Craft Certification Examinations and has accumulated at least 14,000 hours of documented work experience. Acceptance of applications from Construction Electricians to take the Craft Certification Exams required to become an Inside, Residential, or Installer Technician Journeyman shall not be automatic.
3. All courses, testing, and evaluation tools for placement of Construction Wiremen shall be performed by the SBVJATC; however, evaluation and placement of any individual classified above the level of 8,000 hours of work experience and desiring to attain Residential Journeyman status must be done according to ETA guidelines. Only the ETA written and hands-on (practical) Craft Certification Exams shall be used for determining Residential Journeyman status.
4. Entrance requirements, means for advancement, and limitations pertaining to the Construction Wireman / Construction Electrician classifications are addressed in this Addendum.

5. For those entering either classification as a result of an organizing effort, the initial entry evaluation and placement as a Construction Wireman / Construction Electrician will be based on the applicant's experience, recruiting contractor's request, and/or local union organizer's recommendations. The SBVJATC will determine the level of entry for such individuals but will cooperate with the organizing effort of the Local Union and manpower requests from the contractors.
6. Construction Wiremen shall be assigned to employers by the SBVJATC. Construction Electricians shall be referred by the Local Union to the Employer in accordance with the procedures in the Residential Agreement.
7. Any employer signatory to the Residential Agreement between the local parties who is ready and willing and/or regularly employs and trains apprentices (when available) is eligible for the assignment of Construction Wiremen or the referral of Construction Electricians based on the allowable ratio in the Residential Agreement. A job site is considered to be the physical location where employees report for their work assignments. The Employer's shop is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.
8. Construction Wiremen / Construction Electricians may be transferred from job to job for the same employer as long as the appropriate ratios are maintained. Construction Wiremen Construction Electricians may be transferred from Inside to Residential projects as long as they are being transferred by their same employer. The Employer shall inform the Local Union on a weekly basis the status of Construction Wiremen / Construction Electricians using the report provided by the Local Union each Wednesday.
9. If work covered in this scope is not available, then Employers will be allowed to use CW / CE on any non-industrial project in the regular apprentice ratio contained in the Inside CBA for up to fourteen (14) calendar days and only once in a sixty (60) calendar day window provided the CW/CE has been employed by the employer for a minimum of forty-five (45) days. All prevailing wage (state and federal) work is excluded. A CW / CE cannot displace a currently working apprentice electrician. This provision shall not be used if there are 5% or more of apprentices on the "out of work list". This can only be used as a temporary measure to give a CW-/ CE employment until a Market Expansion project becomes available. The Employer shall be required to notify the Union via fax or email on a form (Attachment B) containing the name of CW / CE, date, previous project location, current project location and destination project location, and name as well as contact number of non-market expansion foreman.
10. Work performed by Construction Wiremen / Construction Electricians will be limited only by what the employer or the Employer's field representative deems as appropriate and within the individual's qualifications to properly perform safely and in a workmanlike manner. In this regard, Construction Electricians may work alone on Residential projects if deemed qualified by the Employer and permitted by local statute.
11. Each job site shall be allowed a ratio of three (3) workmen of any combination (Apprentices / Construction Wiremen/Construction Electricians) for every one (1) Residential Journeyman Wireman. One (1) of the sub-journeyman classifications allowed by this ratio must be an indentured apprentice.

12. A Residential wireman can supervise CW1-CW4 on residential projects.
13. Contributions shall be made on behalf of Construction Wiremen/Construction Electricians to the NEBF, NLMCC, LMCC, Administrative Fund, and NECA service charges. SBVJATC contributions will be paid on all levels of Construction Wiremen/Construction Electricians. Construction Wiremen/Construction Electricians pay and participation in the IBEW Local 153 Health, Plan "4", Pension, and Annuity, will be as scheduled below.
14. Construction Wireman / Construction Electricians will shall not serve in a supervisory capacity.

TOOL LIST

Construction Wireman working under this Addendum shall furnish all necessary non-powered tools as noted with an "*" listed in the Residential Agreement Tool List. Construction Electricians shall furnish all necessary non-powered hand tools as listed in the Residential Agreement Tool List. The Employer will provide all other necessary tools and equipment including expendable tools such as drill bits, saw blades, etc., along with any MIOSHA/IOSHA required safety equipment. The Employer will assist in the replacement of broken tools which carry a manufacturer's warranty against breakage. The Employer shall replace employee tools that are stolen from a secured area, with a police report.

BONDING

Bonding will be as required under the terms of the Residential Agreement.

TRAVEL

Travel shall be paid according to the Residential Agreement.

UNION MEMBERSHIP

After a Construction Wireman has worked eight (8) days in the jurisdiction of the Local Union, he/she shall be admitted into the I.B.E.W. through the Local Union without further action by the Local Union.

Note: This clause is not applicable where prohibited by law.

CORRECTIVE ACTION

All issues arising from attitude, work attendance, productivity, professionalism, etc. involving Construction Wiremen shall be referred to the SBVJATC for resolution.

All issues arising from attitude, work attendance, productivity, professionalism, etc. involving Construction Electricians shall be referred to IBEW Local 153 for resolution

Employers shall use the standard termination slip for all terminations.

WORKING EMPLOYER LANGUAGE

A working employer is an individual whose company signs this Residential agreement. Such individual owns either all or a portion of the company that employs him or her, and such individual performs work covered by this agreement. At the company’s option, the company may elect a working employer to have less than full fringe benefit contributions made on such working employer’s behalf if a working employer performs services on a project covered by this agreement.

Note: A Working Employer shall only have two years in which to take advantage of this provision and then must be treated as any Journeyman in the bargaining unit or become a non-bargaining owner.

BENEFITS & CONTRIBUTIONS

- OPTION 1: All rates are based on the applicable current Residential Collective Bargaining Agreement.

- OPTION 2: All Rates are based on the applicable current Residential Collective Bargaining Agreement minus H & W, Local Pension, Plan “4” and Money Purchase Plan only. All other rates and roll ups apply including \$.05 for Substance Abuse Testing.

- OPTION 3: All Rates are based on the applicable current Residential Collective Bargaining Agreement minus H & W only. All other rates and roll ups apply including \$.05 for Substance Abuse Testing.

- OPTION 4: All Rates are based on the applicable current Residential Collective Bargaining Agreement-minus Local Pension and Money Purchase Plan only. All other rates and roll ups apply including \$.05 for Substance Abuse Testing and other Health & Welfare costs.

Note: The employer can elect to change the benefit level for the working employer once per calendar year with a 30-day written notice to the Local Union 153 Administrative Fund Office.

If a company elects to utilize this provision of this agreement the working employer must sign a benefit waiver form stating that they are opting out of the full benefit package. The waiver form is available at the Local Union office and the Local Union office shall forward copy of waiver to the Local Union 153 Administrative Fund Office.

All other bargaining unit employees and working employers of the company that perform electrical work covered by this agreement must be paid at the appropriate wage and full benefit package specified in the agreement for all hours worked.

WORKING EMPLOYER BOND WAIVER

Working Employers can sign a waiver of a wage bond until they employ an employee other than themselves.

All fringe benefit payments and employer contributions made in accordance with this paragraph shall be reported on a monthly payroll report and submitted along with the proper payment to the designated receiving agent as detailed in the inside working agreement. At the employer's option there shall be three levels of working employer benefit packages:

- Wages only (no Michiana Fringe Benefit Funds)
- Pension, Plan "4" and Annuity only (no H&W)
- H&W only (including Supplemental Benefit Account and Plan 4)

PORTABILITY

An Employer who is signatory to a Collective Bargaining Agreement or to a letter of Assent to an Agreement with another IBEW Local Union, who signs an Assent to this Agreement, will have full portability of Construction Wireman / Construction Electrician into Kosciusko County this Local's jurisdiction to perform the work covered by this Memorandum of Understanding. An Employer who is signatory to a Collective Bargaining Agreement or to a letter of Assent to an Agreement with another IBEW Local Union, who signs an Assent to this Agreement, will have full portability of Construction Wireman / Construction Electrician into Kosciusko County of this Local's jurisdiction to perform the work covered by this Memorandum of Understanding.

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.

The Local parties will observe the above-mentioned conditions in addition to the Construction Wireman/ Construction Electrician Addendum as stated in the Inside Collective Bargaining Agreement.

This Market Expansion Addendum shall remain in force unless changed or supplemented by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval.

Signed on August 1, 2022 on behalf of:

International Brotherhood of Electrical
Workers, Local Union 153

National Electrical Contractors Association,
Northern Indiana Chapter

Michael J. Leda, Business Manager

Matthew J. LaFree, Executive Director

Accepted by:

On behalf of:

Name

Company

Signature

PAY LEVELS AND FRINGES

Advancement in pay levels shall be based on work experience hours only and training requirements as set forth by the SBVJATC.

Pay levels, Fringe Benefits and Contributions will be as follows:

CONSTRUCTION WIREMAN & CONSTRUCTION ELECTRICIAN

CLASSIFICATION	MPR CODE	HOURS	RATES (% OF JRW)	WAGE	H&W	PLAN "4"	NEBF	MPP	PENSION	JATC	LMCC NLMCC	ADMIN	TOTAL
CW1	10-1	0 - 1000	60%*	*	5.05	No	3%	No	No	0.38	0.10	0.18	*
CW2	10-2	1001 - 2000	65%*	*	5.05	*	3%	No	No	0.38	0.10	0.18	*
CW3	10-3	2001 - 3000	75%*	*	5.05	*	3%	75%*	No	0.38	0.10	0.18	*
CW4	10-4	3001 - 4500	80%*	*	*	*	3%	80%*	No	0.38	0.10	0.18	*
CE1	15-1	4501 - 6000	90%*	*	*	*	3%	90%*	No	0.38	0.10	0.18	*
CE2	15-2	6001 - 12000	100%*	*	*	*	3%	100%*	100%*	0.38	0.10	0.18	*
CE3	15-3	12000+	120%	*	*	*	3%	120%*	120%*	0.38	0.10	0.18	*

*Wage rates are a percentage of Journeyman Wireman based on the Residential Collective Bargaining Agreement.

