

MARKET RECOVERY ADDENDUM
KOKOMO – MARION DIVISION, CENTRAL INDIANA CHAPTER, NECA
&
LOCAL UNION NO. 873 IBEW

This Addendum is between the Kokomo-Marion Division Central Indiana Chapter, National Electrical Contractors Association and Local Union No. 873 of the International Brotherhood of Electrical Workers. It shall be available to all firms who sign a Letter of Assent to be bound by the Inside Agreement between the parties.

The purposes of this Addendum are:

1. To increase employment opportunities during periods of sustained unemployment.
2. To recover market share lost to non-signatory employers.
3. To provide the consuming public with quality electrical services at competitive prices.

Whereas both parties share a mutual interest in the Electrical Construction Industry, and whereas it is recognized that certain market segments are very competitive, the parties hereby agree to the following terms and conditions:

When apprentices are unavailable for work, an Employer may utilize construction electricians (CE, CE1, CE2, and/or CE3) on any job except for Common Construction Wage (where union rates have been certified), Project Labor Agreement, or Davis-Bacon projects. Once an apprentice is available to work, the apprentice must be employed by any employer to maintain this provision.

When an employer chooses to utilize construction electricians (CE, CE1, CE2, and/or CE3) on a job other than Market Recovery the employer must notify the Local Union in writing of the name of the employee being relocated, the start date, and the jobsite relocated to. If that employee returns to a Market Recovery project the employer must notify the Local Union in writing of the name of the employee relocated, the start date, and the jobsite relocated to.

An Employer may utilize Journeymen Wiremen, Market Recovery Journeymen (MRJ), Construction Electricians, indentured apprentices, and unindentured apprentices, to secure the work defined below. The first person assigned to a qualifying job shall be a Journeyman Wireman, a Market Recovery Journeyman (MRJ), or a Construction Electrician.

Any provisions of the aforementioned Agreement or Addendum adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes as null and void, but all other provisions of the Agreement and Addendum shall continue to be in full force and effect as provided herein.

The employer shall notify the Local Union within two (2) business days of qualified projects secured. This Addendum shall exclude any work performed under a Project Labor Agreement, the Indiana Common Construction Wage law (where union rates have been certified), or the Davis Bacon Act, and the following:

1. Industrial and Manufacturing
2. Hospitals
3. K-12 Schools and Universities
4. Structures over 60,000 square feet
5. Projects with only union bidders

Prefabrication outside of Local 873's jurisdiction shall be permitted by the local union for all Market Recovery Projects.

Due to the large geographical area and the diverse markets within the jurisdiction of IBEW Local 873, all other scopes of work eligible for market recovery rates will be determined on a case by case basis through employer request to the union. The Local Union shall have sole discretion extending the provisions of this Addendum to projects beyond the above referenced scope.

WAGE RATES

Classifications of employees in the bargaining unit and the schedule of minimum straight time wage rates applicable thereto on work covered by this Addendum only shall be:

Market Recovery Journeyman	70%	of Inside Journeyman Rate
Construction Electrician (CE)	60%	of Inside Journeyman Rate
Construction Electrician Level 3 (CE3)	55%	of Inside Journeyman Rate
Construction Electrician Level 2 (CE2)	50%	of Inside Journeyman Rate
Construction Electrician Level 1 (CE1)	45%	of Inside Journeyman Rate

Foremen shall be paid 10% above Market Recovery Journeyman (MRJ) wage rate or 10% above Construction Electrician wage rate or 10% above fourth, fifth, sixth period apprentice wage rate depending upon which classification is designated Foreman.

FRINGE BENEFITS AND OTHER CONTRIBUTIONS

Market Recovery Journeyman – Health & Welfare at the NECA-IBEW Welfare Trust Fund Alternate (Individual + Dependent Children) Plan at the required contribution rate (exclusive of HRA) per hour worked, **NEBF** at 3%, **JATC** at \$0.70 per hour worked, **Quality Connection** at \$0.17 per hour worked, and **NLMCC** at \$0.01 per hour worked. No contributions to the local pension fund

Construction Electricians (CE, CE1, CE2, CE3) – Health & Welfare at the NECA-IBEW Welfare Trust Fund Alternative (Individual + Dependent Children) Plan at the required contribution rate (exclusive of HRA) per hour worked, **NEBF** at 3%, **JATC** at \$0.70 per hour worked, **Quality Connection** at \$0.17 per hour worked, and **NLMCC** at \$0.01 per hour worked. No contributions to the local pension fund.

Employees working under this Addendum shall be reported separately from those working under the Inside Agreement.

OTHER PROVISIONS

FOREMAN

The designation, appointment and determination of the number of foremen to safely and efficiently supervise the work is the sole responsibility of the Employer, but one Journeyman Wireman, Market Recovery Journeymen (MRJ), or Construction Electrician shall be designated as Foreman by the Employer where there are more than three (3) employees placed on any one job.

OVERTIME

All work performed after the regular scheduled working hours, Monday through Friday, shall be paid for at one and one-half (1-1/2) times the straight time rate of pay. In the event of inclement weather, or if a holiday falls Monday through Friday, then the Employer may opt to substitute Saturday at the straight time rate of pay. No employee shall be disciplined for being unable or unwilling to work on a substituted Saturday. All hours worked Sunday, and the following holidays; New Year's Day, Memorial Day, July 4th, Veteran's Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day shall be paid for at double the straight time rate of pay.

SHIFTS

Shifts may be scheduled provided there is a minimum of seven (7) hours per shift and the shift(s) operate three (3) consecutive days, weekends and holidays excluded.

1 st Shift	Straight time rate
2 nd Shift	Straight time rate plus fifty cents (\$.50) per hour
3 rd Shift	Straight time rate plus one dollar (\$1.00) per hour

WORKFORCE PROCUREMENT

Employers may utilize inside journeyman currently in their employ (at the rate at which they were referred) on qualified projects. Employers may also utilize apprentices currently in their employ or request apprentices from the JATC. Acceptance of a work assignment under this Addendum is voluntary and no journeyman or apprentice shall be disciplined or discriminated against for refusing to accept such an employment opportunity. The Referral Agent shall be notified so that the apprentice understands their employment options.

The Local Union shall maintain a current register of applicants who are willing to work under the terms and conditions of this Addendum. This register of applicants shall be made known to signatory employers, upon request. When hiring from this register, the Employer, on an alternating basis may request an applicant by name and then the Business Manager shall assign the next applicant. At no time shall the number of "requested" applicants exceed the number of "assigned" applicants by more than one. There will be no ratio set for IBEW / NECA pre-approved market recovery scope projects covered in this addendum.

Market Recovery Journeymen (MRJ) shall retain their Book I position while working under this Addendum. If a Market Recovery Journeyman (MRJ) working under the terms of this Addendum is offered an employment opportunity through the Inside Agreement, the Employer may elect to retain the employee, however, wages and all fringe benefits will be paid in accordance with the Inside Agreement, at which time they will forfeit their Book I position and receive a JW referral.

CONSTRUCTION ELECTRICIAN (CE) PROVISIONS

Construction Electricians shall not work on Common Construction Wage (where union rates have been certified), Project Labor Agreement, Davis-Bacon, or "yellow card" (all union trades) projects. Construction Electricians will not be registered with the BAT, making them unable to work on the projects listed above.

Construction Electricians shall enter the program through the Joint Apprenticeship and Training Committee (JATC'). CE levels 1, 2, and 3 shall consist of a minimum of 2,000 hours of on-the-job training and 80 hours of related training before transitioning to the next level of the progression. In addition, the CE must pass a craft certification exam as prescribed by the Joint Apprenticeship Training Committee (JATC).

The first 2,000 hours of employment shall be considered probationary for every individual placed in one of the CE levels. All CE levels terminated for cause during his/her probationary period they may be permanently removed from the program. If laid off for lack of work, he/she may sign the out-of-work list. All CE levels that are terminated for cause, must see the Apprenticeship Committee before being eligible to return to work.

Once an individual has completed all requirements for CE3 and has worked for a minimum of 2,000 hours as a CE, he/she shall be eligible to make application to the Inside Apprenticeship program or remain in the CE classification. The CE may take an entrance exam and be placed in the appropriate period of the Inside Apprenticeship program if approved by the JATC. At no time shall a CE be required to progress through the levels. He/she may choose to remain at any level for any length of time.

The JATC shall review all CE's on an annual basis and review applications from CE's who apply to the Inside Apprenticeship program.

Construction Electricians shall fill out work reports, and when direct supervision is not present on the job, the respective contractor representative shall sign and rate said CE. Reports shall not be required after a CE has satisfied the 2,000 work hours and 80 hours of related training at any one level.

The Union shall maintain an Out-of-Work list for Construction Electricians which shall be the primary source of applicants for employment. Employers shall retain the right to request CE's byname on an alternating basis. If the Union is unable to fill a request for a CE within forty-eight (48) hours, the Employer shall have the option to recruit and employ individuals in the CE program, the placement level to eventually be determined by the JATC.

Truck drivers may be classified as a CE1 to meet specific needs. This may be done on any scope of work; not limited to Market Recovery scope.

SANCTIONS

An individual Employer may have this Addendum terminated or suspended for any one of the following reasons upon a determination by the Labor-Management Committee: (1) applying the terms and conditions of this Addendum to non-qualifying projects, (2) using this Addendum on projects known to have no open shop competition, and (3) using this Addendum to adversely impact a relationship between another signatory contractor and a customer.

TERM

This Addendum is entered into mutually by the Central Indiana Chapter, NECA and Local Union No. 873, IBEW. The parties agree that any qualifying project started during the term of this Addendum maybe completed under this Addendum. This Addendum may be changed in the manner specified in Article I of the Inside Agreement.

Except as specifically referenced above, all provisions of the Inside Agreement between the parties shall prevail.

SIGNED FOR THE KOKOMO-MARION
DIVISION, CENTRAL INDIANA
CHAPTER, NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION

Sam Lacher
Executive Manager

SIGNED FOR LOCAL UNION NO. 873
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

Michael A. Young

Michael A. Young.
Business Manager