

The IBEW 153/Northern Indiana NECA Market Recovery Agreement may be used for Solar projects. By mutual agreement between the IBEW #153 Business Manager and the Northern Indiana Chapter of NECA Executive Director, the following Solar Addendum may be used when needed to secure Solar project work for a signatory contractor.

SOLAR ADDENDUM

Section One: Parties to Addendum

This Addendum is entered into between Local Union #153 of the International Brotherhood of Electrical Workers; hereinafter referred as "Union", and the Northern Indiana Chapter, NECA; hereinafter referred as "Chapter". It shall apply to all individual firms who sign a letter of Assent to be bound by the terms of the Inside Agreement between the parties. The term "Employer" shall mean an individual firm who has been recognized by an assent to the Inside Agreement.

Section Two: Purpose & Scope of Work

The purpose of this Addendum is to assist the Employer when soliciting work in the Photovoltaic Industry (Solar). It is the position of the parties that all work associated with the installation of Solar is the work of the IBEW. The scope of work to be performed under this Addendum shall be all work associated with the installation of post, racking, blocking and panel assembly. All other work associated with a solar installation (including but not limited to: conduit, wiring, inverters and distribution work, etc.) shall be performed under the terms of the Inside agreement between the parties.

This Addendum shall not apply to jobs covered by state prevailing wage acts or covered by the Davis-Bacon Act and have Inside Journeyman Wireman wage settings, or projects being worked under National Agreements or PLA's.

Section Three: Variances

Variances may be granted by the site local union Business Manager to secure projects for IBEW signatory employers as needed. Variance denials will be subject to review and modification by the IBEW 6th District International Vice-President and the NECA Midwestern Region Executive Director. Their decision will be final and binding. When a variance is granted all parties shall be notified.

Section Four: Crew Mix & Ratio

There shall be a minimum ratio of one (1) Journeyman Inside Wireman to every five (5) employees of a different classification (i.e.: apprentice, un-indentured, Construction Wireman (CW), Construction Electrician (CE), trainee, etc.). However, apprentices must work within the adopted ratios within the local inside agreement and JATC Standards. A Journeyman Inside Wireman is required on the project as the first (1st) worker. If additional crews are added, the 1:5 ratio must be maintained. The ratio may be expanded by mutual agreement between the Union and the Chapter/Employer.

Section Five: Portability

Portability of manpower under this Addendum shall comply with the "National Agreement on Employee Portability". However, an Employer who has reached their full complement of bargaining unit employees under the National Agreement on Employee Portability on projects other than solar shall be allowed one (1) additional bargaining unit employee for the solar project. The employer may utilize non-Apprentice classifications listed in Section Four from other sources if they are unavailable in the site local union or the composite crew average for non-Journeyman classifications exceeds \$32.50 an hour.

Section Six: Supervision

On any job requiring two or more Journeymen, one shall be designated as a Foreman by the Employer. An additional Foreman shall be designated by the Employer for each additional twelve (12) bargaining unit employees. When two or more Foremen are required on any job, one shall be designated by the Employer as the General Foreman. Supervision ratios shall apply to the entire project.

Section Seven: Wages & Benefits

Wages and benefits shall be those in the site local's Inside Agreement between the parties.

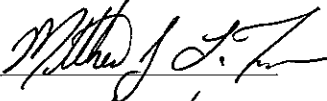

Wages and benefits for CW's, CE's and alternative classifications working under the terms of this Addendum shall be no less than the site local's Wage and Fringe Package as stated above.

An individual's wage and benefit package, traveling under the conditions established in Section Five shall be no less than the site local's wage and benefit package. In no instance shall the individual's base wage and benefit package be less than their home local's base wage and benefit package. Fringe benefits will increase in accordance with the Inside agreement. (Employers should contact the Union or the Chapter prior to bidding to establish the proper wage & benefit package.)

Section Eight: Interpretations, Changes & Terminations

This Addendum is subject to interpretation by the IBEW 6th District International Vice President and the NECA Midwestern Region Executive Director. Any changes or requests for termination must be approved by the IBEW 6th District Vice President and the NECA Midwestern Region Executive Director. Their decision will be final and binding for all matters.

This Addendum is subject to termination and renewal. The IBEW 6th District Vice President or the NECA Midwestern Region Executive Director may terminate this Addendum annually upon ninety (90) day written notice.

Signed for the Chapter:  Signed for the Union: 
Date: 08/07/2018 Date: 8-7-2018