

MARKET RECOVERY PROGRAM

FOR THE

AGREEMENTS

BETWEEN

IBEW LOCAL 153

AND THE

**RESPECTIVE DIVISIONS OF THE
NORTHERN INDIANA CHAPTER, NECA**

JUNE 2018

MARKET RECOVERY ADDENDUM

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

This addendum applies to all the geographical jurisdiction of Local 153 and modifies its inside, residential, and VDV agreements. Any term or condition not specifically modified by this addendum shall be governed by the Local Inside, Residential, or **JIT** 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 recovery plan shall be agreed to and facilitated by the representatives of IBEW Local #153 and the Northern Indiana Chapter of NECA.

Scope

The scope of this agreement shall consist of the construction, alteration, or repair of single family houses, condominiums, or apartment buildings, including incidental site work. It shall also include retail and commercial space located within residential occupancy buildings, motels and hotels that do not exceed five (5) stories, restaurants, strip shopping centers, automobile dealerships, automotive specialty shops, churches, nursing/retirement homes, mini-marts, car washes, medical office buildings of less than 10,000 square feet (not attached to or part of Medical Facilities), warehousing, metal buildings.

This Market Recovery Agreement shall be extended to all work in Kosciusko County of Indiana.

Exclusions: Notwithstanding the above, 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.
3. Work covered by Specialty Agreements, i.e.; GPPMA, NMA or others.
4. Work funded/financed by Union Trust funds.

5. Work defined within the scope of other negotiated agreements.
6. Wind Turbine Farms.
7. Educational Facilities.
8. Service type work.

If a contractor signatory to this M.R. 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 prior to bidding and approved by the Business Manager of Local Union 153, I.B.E.W. and the Executive Manager of Northern Indiana Chapter, NECA.

Hiring Procedure

The **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 to the **SBVJATC** with "intent to hire" letter. The **SBVJATC** will send new hire for pre-employment drug screening and assign the new hire back to the employer. The new hire can go to work, but must come back to the **SBVJATC** on the next third (3rd) Monday of the month at 12:00 (noon) 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 will not be added to the program 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

The designation, appointment, and determination of the number of foremen and/or general foremen shall be the sole responsibility of the Employer, but shall conform to the inside agreement.

Changes, Grievances and Disputes

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

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.

Work-week

For Work week and overtime refer to the appropriate Collective Bargaining Agreement. i.e.: If it is a residential project refer to the Residential CBA.

Shift Work

When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 2.5% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 5% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate. There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

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

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 Inside, Residential or **Journeyman Installer Technician** 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 Inside, Residential or **Installer Technician** 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 Inside, Residential, or **Installer Technician** Journeyman status.

4. Entrance requirements, means for advancement, and limitations pertaining to the Construction Wireman/Construction Electrician classifications are addressed in this Construction Wireman/Construction Electrician Memorandum.
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 master inside agreement.
7. Any employer signatory to the master Inside, Residential, or **Installer Technician** 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 applicable agreement. A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) 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 to **Installer Technician** projects as long as they are being transferred by their same employer. The employer shall inform the Local Union when these transfers take place.

9. If work covered in this scope is not available, then Employers will be allowed to use CW/CE's 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 Recovery Project becomes available. The Employer shall be required to notify the Union via fax or email on a form containing the name of CW/CE, date, previous project location, current project location destination project location, name of non-market recovery foreman and the foreman's contact number.
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 (CE2 & above) 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) Inside 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 and CE1-CE-2 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 not serve in a supervisory capacity.

Pay Levels and Fringes

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

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

Construction Wireman & Construction Electrician

Classification	MPR Code	Hours	Rates (% of Res.)	WAGE	H&W	PLAN "4"	NEBF	MPP	Pension	App	LMCC NLMCC	Admin	Total
CW 1	10-1	0 - 2000	55%	*	5.05	*	3%	No	No	0.38	0.10	0.12	*
CW 2	10-2	2000 - 4000	60%	*	5.05	*	3%	No	No	0.38	0.10	0.12	*
CW 3	10-3	4000 - 6000	70%	*	5.05	*	3%	*@70%	No	0.38	0.10	0.12	*
CW 4	10-4	6000 - 8000	80%	*	*	*	3%	*@80%	No	0.38	0.10	0.12	*
CE 1	15-1	8000 - 10000	90%	*	*	*	3%	*@90%	No	0.38	0.10	0.12	*
CE 2	15-2	10000 - 12000	100%	*	*	*	3%	*	*	0.38	0.10	0.12	*
CE 3	15-3	12000 - 14000	120%	*	*	*	3%	*	*	0.38	0.10	0.12	*

* All rates are based on the current Residential Journeyman Wireman Collective Bargaining Agreement

Tool List

Construction Wireman working under this agreement shall furnish all necessary non-powered tools as noted with an “*” listed in the applicable Agreement Tool List. Construction Electricians shall furnish all necessary non-powered hand tools as listed in the applicable 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 Local 153 Inside Agreement.

Travel shall be paid according to the Inside 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

The standard termination slip shall be used by all Employers for all terminations.

Working Employer Language

A working employer is an individual whose company signs this 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. Current Working Employers shall have two years from June 4, 2018 to take advantage of this provision.

BENEFITS & CONTRIBUTIONS: OPTION 1

All Rates are based on the applicable current Collective Bargaining Agreements (Inside, Residential, **Installer Technician**) 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.

BENEFITS & CONTRIBUTIONS: OPTION 2

All Rates are based on the applicable current Collective Bargaining Agreement (Inside, Residential, **Installer Technician**) minus H & W only. All other rates and roll ups apply including \$.05 for Substance Abuse Testing.

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.

The full wage and benefit package must be paid when working outside the scope of this Market Recovery Agreement.

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:

- Full benefits as an MPP JW
- Pension, **Plan "4"** and Annuity
- No benefits other than those listed above

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 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 Recovery Program 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 June 4, 2018

Local 153, International Brotherhood of Electrical Workers



William C. Haase III
Business Manager

Northern Indiana Chapter, National Electrical Contractors Association



Matthew J. LaFree
Executive Manager



INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION No. 153



March 1, 2022

To: Northern Indiana Chapter of NECA
From: IBEW Local 153
RE: Notice to terminate Market Recovery Addendum

Dear NECA Representatives:

Per Article I, Section 1.02(a) of the Residential Agreement, IBEW Local 153 hereby notifies you that we intend to terminate the Market Recovery Addendum ("MRA") effective June 5, 2022. Work covered under this Addendum on the Residential Agreement will discontinue as of June 5, 2022.

If any signatory contractors have CEs and/or CWs on work covered by the Residential Agreement, IBEW Local 153 will not object to their continued employment after June 5, 2022, on jobs that are already in progress and with written approval from both parties. At the conclusion of those projects, however, the CEs and/or CWs will need to be laid off unless a successor agreement is approved by both parties.

IBEW Local 153 will be putting the SBVJATC on notice of this decision also, so it will discontinue referring CWs to work covered by the Residential Agreement beginning June 5, 2022.

We appreciate the agreement we have with NECA concerning a progressive penalty process for contractors who do not abide by the terms of the MRA. We expect that if a replacement Addendum is collectively negotiated, specific penalty provisions similar to the ones NECA currently agreed to will be included in it to deter abuse of the Addendum.

Fraternally,

Michael J Leda

Business Manager, IBEW Local 153

MJL:JEP

cc: Northern Indiana NECA, SBVJATC, Indiana IBEW Service Representative



INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION No. 153



April 29, 2022

Mr. Matt LaFree
Executive Manager
NECA, Northern Indiana Chapter
105 Woodland Court
Michigan City, IN 46361

Dear Mr. LaFree:

Let this letter serve as notice that IBEW Local 153 hereby notifies you that effective August 29, 2022, the Market Recovery Program (“MRP/MRA”) Addendum will no longer be available to modify the terms of the Indiana Statewide Telecommunications Agreement. All references to “Telecommunications/JIT/VDV” in any *existing* Market Recovery Addendum will no longer be implemented under any agreement. Please be advised that the purpose of this letter is to clear up any future confusion. IBEW Local 153 does not seek to negotiate a MRP/MRA Addendum or similar agreement relative to Indiana Statewide Telecommunications Agreement work. Please feel free to contact me with any questions or concerns. Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Michael J Leda". The signature is stylized and cursive.

Michael J Leda
Business Manager
IBEW Local 153