

Local 405 Market Recovery Program

This program is for the jurisdiction of I.B.E.W. Local Union No. 405. All contractors signatory to a letter of assent with Local No. 405 are allowed the following provisions. All terms and conditions of the appropriate Inside Agreement not specifically modified in this program shall remain in full force and effect. This program does not apply to existing jobs, or to jobs that are already bid under the terms of the Inside Agreement at the date of the start of this program.

SCOPE OF WORK COVERED BY THIS PROGRAM:

This program may be utilized in the following counties of the Local No. 405 jurisdiction; Linn, Benton, Jones, Johnson, Iowa, and Poweshiek. **It shall not be used on Davis-Bacon projects, National Agreements, General Presidents Agreements, Project Labor Agreements, Power Generation facilities, substations, Industrial, Ag-Industrial facilities, Manufacturing and production facilities, Service Truck, or any work specifically exempted in appendix A of this program.** It shall be the responsibility of the Employer to notify the Local Union Business Manager of all jobs that use this program at the commencement of the project on a form provided by Local Union No 405.

EFFECTIVE DATE:

This program shall take effect on January 1, 2013. It may be modified **only** by the Business Manager of I.B.E.W. Local 405 with 30 days' notice. At time of modification all projects that were bid under this program shall be allowed to be completed under the terms of the program in place at the time of bid.

SAFETY:

As provided in the Inside Agreement

DRUG TESTING:

All employees working under this program will be subject to the IBEW Local 405/NECA Electrical Industry Substance Abuse Policy.

HOURS/WAGES WORKING CONDITIONS:

The hours and working conditions for this program shall be the same as stated in the Inside Agreement covering the area where the work is performed unless noted in this Recovery program.

SUPERVISION:

All work done under this program shall be supervised by a Journeyman Inside Wireman. All Residential work done under this program shall be supervised by a Journeyman Inside Wireman or a Residential Wireman. Construction Wireman and Construction Electricians shall not serve in a supervisory capacity.

EMPLOYER RESPONSIBILITY

It shall be the responsibility of the Employer to contact the Local Union Business Manager to determine if a job qualifies for this program **prior to bid**.

This program shall be job specific and a contractor must sign onto this program for each job in which it will be used. There shall be no restriction on which jobs this program can be used other than those spelled out in this program.

PORTABILITY:

No employee dispatched under any other IBEW agreement may be transferred to work under this agreement and no employee dispatched under this agreement shall be transferred to work under any other IBEW agreement, except as mutually agreed by the Local Union and Employer. The final decision of any matters involving interpretations of this clause shall be made by the Business Manager of IBEW Local 405

CODE OF EXCELLENCE

The parties to this program 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 customer's expectations. Therefore the local union and the NECA Chapter shall implement a Code of Excellence Program. The Code of Excellence program shall include minimum standards as designed by the IBEW and NECA.

CONSTRUCTION WIREMAN/CONSTRUCTION ELECTRICIANS

1. The Construction Wireman/Construction Electrician classification shall consist of 8 levels (pay levels). Construction Wiremen shall accumulate or document 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 local Union.

However, evaluation and placement of any individual with 8,000 hours of work experience, and desiring to obtain Journeyman Inside Wireman status, shall be done according to NJATC guidelines.

Advancement in pay levels for Construction Wiremen and Construction Electricians may be based on a combination of work experience and/or minimum classroom training and/or testing as determined by the Local.

2. A Construction Wireman/Construction Electrician who desires to advance in classification may request to take the written and practical examinations of each of the levels of the NJATC 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 JATC will offer training needed, taking into consideration the input and recommendations of the NJATC, in conjunction with the normal NJATC curriculum for apprentices. The satisfactory completion of the examinations of one level will result in the Construction Wireman/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 Wireman/Construction Electrician failing to achieve a passing score on either the written or practical examination at each level will be offered an opportunity to participate in and must successfully complete the required course work developed by the NJATC for that level. The Construction Wireman/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 Journeyman Inside Wireman until he/she has passed all level exams, has passed the final NJATC written and practical (hands-on) Craft Certification Examinations, has accumulated at least 14,000 hours of documented work experience, and carries a State of Iowa A Journeyman License.

Acceptance of applications from Construction Electricians to take the Craft Certification Exams required to become a Journeyman Inside Wireman shall be automatic. The JATC shall schedule the Craft Certification within 1 month of application.

3. All courses; testing and evaluation tools for placement of Construction Wiremen shall be performed by the JATC in cooperation with the Local Union Organizer; however, evaluation and placement of any individual classified above the level of 8,000 hours of work experience and desiring to attain Journeyman Inside Wireman status must be done according to NJATC guidelines. Only the NJATC written and hands-on (practical) Craft Certification Exams shall be used for determining Inside Journeyman Wireman status. The results of testing done by the JATC and Local Union Organizer shall be provided only to the member, and to the Local Union. The Local Union will use the information provided to determine a member's classification.
4. 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. Any experience used for placement or advancement must be verified. The following methods of verification are examples of accepted methods: previous employers, W-2 forms, State employment records, etc.
5. For those entering this program as a result of an organizing effort, and who have successfully completed a Department of Labor certified apprenticeship and has a minimum of 8000 hours work experience may be employed as a Construction Electrician until the examining board, and/or organizer of the Local Union makes a determination as to his/her status
6. Respecting job site ratios as described in this program, Construction Wiremen and Construction Electricians shall be assigned by the local union to the employer in accordance with the procedures set forth in this program.

7. Any employer signatory to the master agreement between the local parties who is ready and willing and/or regularly employs and trains apprentices (when available) is eligible for the referral of Construction Wireman or Construction Electricians based on the allowable ratio in this program. A job site is considered to be the physical location where employees report for work.
8. When there are indentured apprentices available for work, an employer may not add newly hired additional Construction Wiremen or Construction Electricians to a shop unless the employer is already employing the full complement of apprentices allowed under the locally adopted apprentice-to journeyman ratio on that job site. (An employer may be allowed to add Construction Wiremen/Construction Electricians under this section if the local Union has determined that the employer has and is cooperating in the employment and training of apprentices). Construction Wireman/Construction Electricians already employed by the employer need not be laid off or replaced when indentured apprentices become available for employment
9. Construction Wiremen/Construction Electricians may be transferred from job to job, within the scope of this program, for the same employer as long as the appropriate ratios are maintained.
10. New Construction Wiremen/Construction Electricians will not be added to the program when Construction Wiremen/Construction Electricians are unemployed and available for referral. Exception can be made by the Business Manager of I.B.E.W. Local 405. Any contractor that employs CW/CE's shall provide work for such while employed. A CW/CE that misses more than 5 consecutive days work other than for vacation, or sick time shall be laid off, and must sign the out of work list to be referred for future employment. This is to avoid starting new Construction Wireman/Construction Electricians while existing members are unemployed.
11. Work performed by 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. Construction Wiremen shall have the same limitations as apprentices. Construction Wiremen and Construction Electricians shall not work on any energized circuits or components. In no case shall CW's or CE's work alone on a jobsite.
12. The first and last working person on any job will be a Journeyman Inside Wireman.
13. No one shall work under the terms of this program as a CW or CE if they hold or have previously held a Journeyman Wireman, Voice Data Video Technician, or Residential Wireman Classification within the IBEW.
14. A job ratio of 1 Journeyman Inside Wireman and up to three (3) non journeyman classifications (any combination of Inside apprentices, CW's, or CE's). On residential jobs a job ratio of 1 Journeyman Inside Wireman, or Residential wireman and up to three (3) non journeyman classifications (any combination of Inside apprentices, residential trainees, CW's, or CE's) as long as it is in compliance with state and local codes.

15. All CW/CE wages and benefits shall be based on the Cedar Rapids Inside Agreement. Journeyman Wireman and apprentice wireman wages and benefits shall be based on the appropriate inside agreement. Residential wireman and trainees shall be paid according to the residential agreement.

16. Each month all contributions and deductions required by this program shall be made according to the appropriate agreement

17. Wages and benefits shall be paid per the following schedule. Note: All wages and benefits are based on the Cedar Rapids Inside Collective Bargaining Agreement.

CW Wages

Step 1	0 to 1500 Hours	40% of JW rate
Step 2	1501 to 3000 hours	45% of JW rate
Step 3	3001 to 4500 hours	50% of JW rate
Step 4	4501 to 6000 hours and level 1 complete*	55% of JW rate
Step 5	6001 to 8000 hours and level 2 complete*	60% of JW rate

NEBF, and Drug Testing Contributions shall be made on all Steps of CW.

LLMCC, NLMCC, NEIF, JATC, and Health and Welfare at the rates indicated in the Cedar Rapids Inside agreement shall be made on CW steps 2-5. Pension at a rate of \$1.00/hour shall be made on CW step 2 – 5.

CE Wages

Step 1	8000 to 10000 hours and level 3 complete*	70% of JW rate
Step 2	10001 to 12000 hours and level 4 complete*	75% of JW rate
Step 3	12001 to 140000 and level 5 complete*	80% of JW rate

LLMCC, NLMCC, NEBF, NEIF, JATC, Drug Testing, Health and Welfare, and Pension at rates indicated in the Cedar Rapids Inside Agreement shall be paid to all levels of CE. Pension contribution shall be based on same % of JW rate as pay.

*All advancements are subject to completion of on the job training, and testing requirements. NJATC Craft Certification testing(written and hands on performance evaluations) shall be required to advance to CW4 and beyond.

To advance to Journeyman Wireman status an applicant must successfully complete all craft certification tests, complete 14,000 hours, and obtain a State of Iowa A Journeyman Electrician License.

WORKING ASSESSMENTS & BENEFITS

The assessments/benefits for any employees working for the employer shall be forwarded to the Local Union and benefit administrator as provided for in the Cedar Rapids Inside Agreement.

REFERRAL:

The I.B.E.W. standard referral system will be used by the employer to obtain workers with the Inside Wireman and Residential Wireman classifications. Due to the lack of a Construction Wireman/Construction Electrician pool of workers for assignment, the employer may hire CW/CE's to meet necessary job composite rates and to adequately staff projects covered under this agreement. The employer shall send all such applicants for employment to the Union Hall to be assigned. If a pool of CW/CE's exists then the contractor must hire from that pool when manpower is needed. The employer is responsible to check with the Local Union office to determine if there are CW/CEs available for Employment.

The method of assignment for CW/CE's when a pool exists shall be as follows.

1. The Union shall be the sole and exclusive source of assignment of applicants for employment.
2. The Union shall maintain a register of applicants for employment in the Construction Wireman, and Construction Electrician classifications, which shall list the applicants in chronological order of the dates they register their availability for employment. Applicants shall be assigned by the Local Union in that order based on requests by an employer for either Construction Wiremen or Construction Electricians. Exception to this process, for organizing efforts, may be made by the Local Union.
3. The contractor shall have the right to reject any applicant for employment that has previously been terminated for cause.
4. An applicant who is discharged for cause shall be referred to the Local Unions Examining Board for a determination as to the applicants continued eligibility for assignment.

TRAINING:

The JATC shall be responsible for all training of all Construction Wireman and Construction Electricians. There will be no charge to the member for training or testing.

LICENSING:

All CW's and CE's shall obtain the appropriate State of Iowa license within 30 days of hire. A copy of that license shall be provided to IBEW Local 405. They will be allowed to work under the scope of this agreement provided local licensing requirements do not prohibit them from doing so.

VIOLATIONS OF THE PROGRAM:

Any contractor found by the union in violation of this program, including the use of Construction Wireman or Construction Electricians beyond of the scope of this program shall:

1. On the first violation shall be banned from using this program for a period of 6 months.
2. On the second violation shall be banned from using this program for a period of 1 year
3. On the third violation shall be banned from using this program indefinitely.

The terms and conditions of this program shall remain in force until modification by the Business Manager of IBEW Local 405

Bell Hanes

SIGNED FOR IBEW

BUSINESS MANAGER

TITLE

January 23, 2013

DATE

APPENDIX A

Additional restrictions to the Market Recovery Program

Jones County: Anamosa State Penitentiary - Men's Reformatory

Poweshiek County: Grinnell College

Iowa County: No additional restrictions

Benton County: No additional restrictions

Linn County: No work shall be done under this program except k-12 educational facilities, regent's work, Community College work, and residential work (as defined by the residential agreement).

Johnson County: No work shall be done under this program except k-12 educational facilities, regent's work, Community College work, and residential work (as defined by the residential agreement).

MARKET RECOVERY JOB INFORMATION

By signing below the terms and conditions of the IBEW Local 405 Market Recovery Program are acknowledged, and shall be in full force for the duration of the project listed below.

SIGNED FOR THE EMPLOYER:

Signature

Name

Title

Date

Job Name

Job Address

City

County

Expected start date

Expected completion date