

IBEW FIFTH DISTRICT

RECOVERY ADDENDUMIAGREEMENT

EFFECTIVE SEPTEMBER 1, 2010

IBEW FIFTH DISTRICT LOCALS SIGNATORY TO THIS ADDENDUMIAGREEMENT:

Local Union 130 Local Union 558 Local Union 903 Local Union 136 Local
Union 576 Local Union 915 Local Union 177 Local Union 606 Local Union
917 Local Union 349 Local Union 613 Local Union 995 Local Union 443
Local Union 676 Local Union 1077 Local Union 446 Local Union 728 Local
Union 1205 Local Union 480 Local Union 756 Local Union 1316 Local
Union 505 Local Union 852 Local Union 1531 Local Union 508 Local Union
861 Local Union 1579

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IBEW FIFTH DISTRICT RECOVERY ADDENDUM/AGREEMENT

All Inside Construction Local Unions within the 5th District of the IBEW signatory to this addendum/agreement, the Chapters of NECA having jurisdiction and signatory contractors to this addendum/agreement in the interest of obtaining and retaining market share in the electrical construction industry, agree to the following terms and conditions. A contractor shall agree to be bound by the terms and conditions contained in the Inside Collective Bargaining Agreement for all work performed outside the scope of this addendum/agreement. All provisions of the Inside Collective Bargaining Agreement shall apply unless modified herein.

TYPE OF WORK COVERED BY THIS ADDENDUM/AGREEMENT

Office buildings, recreation/theme parks, highway & road work, warehouses, shopping centers, gas stations, auto sales agencies and garages, all educational facilities, small manufacturing plants not to exceed fifty thousand (50,000) square feet, fast food facilities, hospitals, water and waste treatment facilities, nursing homes, clinics, motels/hotels and residential buildings, drug stores, big box stores, and strip shopping centers.

This addendum/agreement and its classifications are not intended for industrial jobs or electrical work that requires high skills sets, such as power houses, large manufacturing plants, chip and automobile plants, government high security centers, data centers, airports, work covered under PLA's NMA's or National Agreements recognized by the BCTD, pension funded projects, projects with no non-union competition and Federal, State or Local prevailing wage projects. The contractor and/or NECA Chapter shall notify the business manager prior to bidding a job under the terms of this addendum/agreement. All items not covered by the 5th District Recovery Addendum, or those projects excluded by the site local union, shall revert back to the local CBA where the work is being performed.

A variance may be requested if a signatory contractor has an opportunity to secure work that exceeds the limitations contained in this addendum/agreement which could lead to more employment opportunities for employees and employers covered by this addendum/agreement. All variances in the scope and other terms and conditions must be submitted in writing prior to bidding and approved before implementation by the site local union business manager where the job is located.

CHANGES

(a). This agreement shall take effect September 1, 2010. Either party or an employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this addendum/agreement must provide written notification at least 90 days prior to the expiration date of the addendum/agreement or any anniversary date occurring thereafter.

(b). Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c). The existing provisions of the addendum/agreement including shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d). In the event that either party, or an employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this addendum/agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR), either party or such an Employer, may serve the other a ten (10) day written notice terminating this Addendum/agreement. The terms and conditions of this Addendum/agreement shall remain in full force and effect until the expiration of the ten (10) day period.

(e). By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, may jointly, with the Union, submit the unresolved issues to the Council on Industrial Relations for adjudication. Such unresolved issues shall be submitted no later than the next regular meeting of the Council following the expiration date of this addendum/agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(f). When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(g). Notice of a desire to terminate this addendum/agreement shall be handled in the same manner as a proposed change.

This addendum/agreement shall be subject to change or supplement at any time 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, the same as this addendum/agreement.

During the term of this addendum/agreement, there shall be no stoppage of work either by strike or lockout because of any proposed changes in this Addendum/agreement or dispute over matters relating to this addendum/agreement. All such matters must be handled as stated herein. The terms and conditions of this addendum/agreement shall continue on any job bid under said terms until such jobs are completed.

CHANGES, GRIEVANCES AND DISPUTES

Changes, grievances and disputes will be handled as provided in the Local Union and NECA Chapter negotiated inside construction agreement with the following modifications: The Labor Management Committee for this addendum/agreement shall be named the "IBEW 5th DISTRICT RECOVERY ADDENDUM/AGREEMENT COMMITTEE" which shall consist of five (5) representing the unions and five (5) representing the chapters. The 5th District Vice President shall select the Union representatives and appoint a Chairman. The Director of Southern Region NECA shall appoint the Management representatives and the Secretary. All grievances shall be handled by the Local Union Labor Management Committee where the work is being performed (site local union.)

Any matter involving interpretations of and/or changes to this addendum/agreement will not be handled by the Local Union Labor Management Committee, but shall be referred back to the "IBEW 5th DISTRICT RECOVERY ADDENDUM/AGREEMENT COMMITTEE." Any grievance not brought to the attention of the site Local Union / NECA Chapter to this addendum/agreement in writing within 45 working days shall be deemed to no longer exist.

In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding. The Local Labor Management Committee shall have no jurisdiction to determine that the parties by practice or implication have amended or supplemented any provision of this addendum/agreement. Any matter involving interpretations of this addendum/agreement or any issues before the IBEW 5th District Recovery Addendum/agreement Committee which result in a deadlock shall be referred to the IBEW 5th District Vice President and the Director, Southern Region, NECA. If such matters are not resolved within fifteen (15) working days, the matter shall be referred back to the site Local Union Labor Management Committee. If such matter is not resolved or results in a deadlock, the matter shall be referred to CIR for final and binding arbitration.

MANAGEMENT RIGHTS

The Union understands the Employer is responsible for performing the work as required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the CBA, 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 jurisdictions contained in this addendum/agreement, 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 addendum/agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

HOURS/WAGES/WORKING CONDITIONS

The employer has the right to establish a flexible work schedule for the performance of electrical work to satisfy owner and/or customer requirements.

The workweek shall be eight consecutive hours in a twenty-four (24) hour period within five (5) consecutive days, or ten (10) consecutive hours in a twenty-four (24) hour period within four (4) consecutive days, Monday through Sunday. Holidays shall be those recognized in the site local's CBA and shall be paid at the rate specified in the site local's CBA. Where required, a second and third shift may be established.

No overtime shall be paid until (40) hours in the workweek or (10) hours in the workday have been worked. This provision does not apply to new employees who begin work on a day other than the first day of the workweek. The overtime rate shall be paid at time and one-half (1½) the regular straight-time rate.

(Double the straight time wages shall be paid only for the holidays listed in the site (where the job is located) Local Union / NECA Chapter Inside CBA).

ORGANIZING/REFERRAL

Inside Journeyman Wiremen may be referred to work under this addendum/agreement. The contractor agrees to be bound by, and shall work under the terms and conditions contained in the Inside Collective Bargaining Agreement pertaining to wages, fringe benefits and referral when employing Inside Journeyman Wiremen under the terms and conditions of this addendum/agreement. The local union and/or apprenticeship committee will establish an available for work list to supply construction wireman/construction electricians. If the local union or apprenticeship committee is unable to refer applicants for employment as construction wireman/construction electrician within 48 hours from the time of receiving the employer's request, Saturdays, Sundays, and holidays excluded, the employer may hire construction wireman/construction electricians to meet necessary job composite rates and to adequately staff projects covered by this addendum/agreement. The employer will promptly notify the business manager of the names, recommended classifications and social security numbers of such applicants prior to employment and send the applicants to the local union for processing. The local union will then refer those employees back to the recruiting employer. Any questions or disputes regarding this clause shall be referred to the Local Labor Management Committee.

On projects covered by this addendum/agreement, the employer shall have the right to call a foreman by name under the IBEW standard inside referral procedure provided:

- (a). The employee has not quit his previous employer that is signatory to this addendum/agreement within the previous two weeks.
- (b). The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a foreman. Upon such request, the business manager shall refer said foreman provided the name appears on the highest-priority group.
- (c). When an employee is called as a foreman, he must remain as a foreman for five hundred (500) hours.
- (d). Construction Wireman and Construction Electricians shall not be designated as foreman or general foreman.

NON-RESIDENT EMPLOYEES PORTABILITY

Any employer signatory to a Letter of Assent to an Inside CBA or signatory to an approved Inside CBA with any local union signatory to this addendum/agreement will be entitled to unlimited portability throughout the 5th District, providing the type of work being performed is covered by this addendum/agreement. The employer shall notify the site local union by fax or e-mail within 24 hours of starting a job, the job address, approximate duration and estimated manpower at peak..

(l) Fringe benefits: Under the portability provision, all fringe benefits on projects 5 days or less shall be paid to the local union from where the worker was referred, at the rates specified in the referring local union's CBA or applicable memorandum or addendum/agreement.

(2) On jobs of more than 5 working days, the employer shall pay all wages, fringe benefits, work assessments, industry funds, receiving and administrative funds and apprenticeship contributions to the site local union at the rates specified in the site local union's CBA or applicable memorandum or addendum/agreement.

(3) All worker classifications shall fall under the portability rules.

(4) Portability shall not interfere with an apprentice's training and/or school attendance. The JATC where the apprentice is indentured shall notify the JATC where the apprentice is to be transferred to work and both JATC's shall approve the transfer before an apprentice can be transferred. An apprentice shall not be transferred into another jurisdiction when they have apprentices unemployed. The JATC where the apprentice is indentured shall have final authority over the apprentice's work assignments.

(5) The inside wiremen wages used in this addendum/agreement to calculate the Construction Wiremen levels shall be based on the site local union's approved Inside CBA top Journeymen wage rate.

WAGES

(A) The minimum hourly rate of wages shall be as follows: Inside Journeymen Wireman Rates specified in site local inside agreement

Foreman' Rates specified in site local inside agreement

Apprentice Rates specified in site local inside agreement

*All employees transferred under the portability provision of this addendum/agreement shall receive the rates and benefits outlined in the home or site local union Inside Wiremen agreement (whichever is higher)

Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time on any day Monday through Friday of each week, on a consistent day and no more than three (3) calendar days pay will be withheld. Alternative payroll procedures, i.e. electronic and/or automatic deposit, may be utilized by the employer; however, employees laid off through no fault of their own shall be paid in full 2 hours prior to quitting time, or if the employee is signed up for electronic transfer, the money shall be transferred to his or her account within 24 hours. Employees who were discharged for cause shall be paid in full. Employees who voluntary quit shall be paid their wages on the normal payday.

Holidays and Vacations: As per local site inside agreement.

CONSTRUCTION WIREMAN/CONSTRUCTION ELECTRICIAN

****Minimum Wages**

Construction Wireman Step 1 (<1,000 hrs.\) -----40% of site Inside Wiremen rate

Construction Wireman Step 1 -----45% of site Inside Wiremen rate

Construction Wireman Step 2 -----50% of site Inside Wiremen rate

Construction Wireman Step 3 -----55% of site Inside Wiremen rate

Construction Wireman Step 4 -----60% of site Inside Wiremen rate

Construction Electrician Level 1 -----70% of site Inside Wiremen rate

Construction Electrician Level 2 -----75% of site Inside Wireman rate

Construction Electrician Level 3 -----80% of site Inside Wireman rate

Once selected and positioned at the appropriate level, Construction Wiremen will be required to work a minimum 1,000 hours under probation to determine if they have been awarded the proper classification level in the program or if they are able to perform to local industry standards and expectations.

* *These rates may be adjusted by the site local labor management committee.

(A) On all jobs covered by this addendum/agreement the crew mix can be supplemented by the employer with construction electricians/construction wiremen as allowed in the management rights clause of this addendum/agreement. Whenever indentured apprentices are available for work assignments the employers shall employ them immediately upon notification by the site local union.

(B) A job ratio of one Inside Wireman to every five lesser classifications (apprentices, construction wiremen/construction electricians) may be employed in the site jurisdiction when five or more workers are employed under the terms of this addendum/agreement.

(C) Work performed by construction wireman/construction electrician 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 electrician and construction wiremen may work alone if deemed qualified by the employer and permitted by local statute. Nothing contained in this addendum/agreement shall prevent an owner from doing electrical work for short periods of time when it would be impractical to add additional employees.

EMPLOYER CONTRIBUTIONS

For Construction Wiremen/Construction Electricians:

NEBF

Apprenticeship Contribution: As per site local union CBA or applicable memorandum or addendum/ agreement.

Local Labor Management Cooperation Committee: As per site local union CBA or applicable memorandum or addendum/agreement.

National Labor Management Cooperative Committee: The employer shall pay \$.01 per hour worked for the National Labor Management Cooperative Committee.

Local receiving trust and/or administration contributions and other local educational industry advancement funds shall be made according to the site local union CBA.

LOCAL PENSION OR ANNUITY

As per the site Local CBA or applicable memorandum or addendum/agreement.

HEALTH INSURANCE BENEFIT FUND

The Employer shall make medical benefit contributions for all construction wireman/construction electricians classifications according to the site local union CBA or applicable memorandum or addendum/agreement.

TRAINING

The JATC shall be responsible for all training of Construction Wireman Step I and inside wiremen upgrade training for construction electricians 1, 2 and 3.

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 Code of Excellence shall comply with applicable federal and state law.

SAFTEY

There shall be a Joint Safety Committee consisting of three members representing the Chapter and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable federal or state laws. Such rules and the other safety rules provided in this Article are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

IBEW FIFTH DISTRICT RECOVERY ADDENDUM/AGREEMENT

The Addendum/Agreement Provides the Type of Work Covered by the Addendum/Agreement

"Projects excluded by the site Local Union."

The Locals that excluded projects for their jurisdictions are listed below. Local Union

177-Jacksonville, FL has excluded: ·Office Buildings

- Educational Facilities ;Hospitals
- Highway and road work

Local Union 480 -Jackson, MS has excluded:

·Office Building (3) three stories and above -Hospitals and Clinics (3) three stories and above ·Casino related projects ·Highway and road work

Local Union 613 -Atlanta, GA has excluded:

- Highway and road work ·Hospitals

Local Union 861 -Lake Charles, LA has excluded:

- Casino related projects

Local Union 903 -Gulfport, MS has excluded:

- Shopping Centers
- Schools ·Hospitals ·Casino related projects

IBEW 5TH DISTRICT RECOVERY ADDENDUM VARIANCE REQUEST FORM

Requesting Contractor: _____ **Name of Project:** _____ **Project**

Location: _____ **Type of Project:** _____ **Effective**

Date: _____ **Approximate Man-hours:** _____ **Bid Date:** _____ **Specific**

Variance(s) Requested: _____

As an integral part of the consideration for this Variance and as a condition precedent to it being granted, the parties hereby agree and covenant that the terms of this Variance shall not be utilized or disclosed in any other forum, such as negotiations, grievance, arbitration, or additional variance requests, etc.

Witness my signature this _____ day of _____

Contractor: _____

Name and Title of this _____ day of _____

IBEW Local Union _____

Witness my signature _____

Name and Title

