

LOCAL 405 MARKET RECOVERY PROGRAM

This program is for the jurisdiction of I.B.E.W. Local Union No. 405. All contractor's signatory to a letter of assent with Local No. 405 are allowed the following provisions. All terms and conditions of the Inside Agreement not specifically modified in this program shall remain in full force and effect.

SCOPE OF WORK COVERED BY THIS PROGRAM:

This program may be utilized in the following counties of the Local No. 405 jurisdiction; Benton, Johnson, Jones, Iowa, Linn and Poweshiek. It shall not be used on Davis-Bacon projects, National Agreements, and General Presidents Agreements projects, or any work specifically exempted in Appendix A of this program.

EFFECTIVE DATE:

This program shall take effect on December 1, 2022. The Local Labor Management Committee shall meet annually to discuss the effectiveness of the program to determine if the scope of work supports the market recovery objectives desired in this program. This program can only be terminated by the Local Labor Management Committee.

VARIANCES:

Pre-bid variances may be granted by the local Business Manager to secure projects for the IBEW signatory employers as needed. When a variance is granted, all parties shall be notified of the change.

SUPERVISION:

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

EMPLOYER RESPONSIBILITY:

It shall be the responsibility of the Employer to understand the scope of work covered under this program.

CONSTRUCTION WIREMAN/CONSTRUCTION ELECTRICIANS:

The Construction Wireman/Construction Electrician classification shall consist of 8 levels of pay. 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 JATC.

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 JATC.

1. No Construction Electrician will be eligible for reclassification to Journeyman Inside Wireman until he/she has accumulated at least 14,000 hours of documented work experience, and carries a State of Iowa A Journeyman License.
2. 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.
3. No one shall work under the terms of this program as a CW or CE if they are classified as a Journeyman Wireman, Voice Data Video Technician, Residential Wireman or an Apprentice within the IBEW.
4. A job ratio of 3 Journeyman Inside Wireman and up to three (3) non journeyman classifications (any combination of Inside apprentices, CW 's, or CE's), or fraction thereof. Refer to the chart in the Inside Agreement; Article V, Section 5.12.
5. When there are indentured apprentices available for work, an employer may not add newly hired additional Construction Wiremen. Construction Wiremen already employed by the employer need not be laid off or replaced when indentured apprentices become available for employment, as long as the indentured apprentices are not out of work for more than two weeks. In the instance of a reduction of force by a single employer, Construction Wiremen shall be laid off before an indentured apprentice is laid off. If an indentured apprentice is laid off for cause the above stipulations do not apply.
6. Wages and benefits shall be paid per the following schedule. Note: All wages and benefits are based on the Inside Collective Bargaining Agreement.

CW/CE MINIMUM WAGE PACKAGE

CLASSIFICATION	HOURS	WAGES	BENEFITS
CW-1	0 to 1,500	35%	NEBF, JATC and Drug Testing
CW-2	1,501 to 3,000	40%	NEBF, JATC and Drug Testing
CW-3	3,001 to 4,500	45%	NEBF, JATC and Drug Testing
CW-4	4,501 to 6,000	50%	NEBF, JATC, Drug Testing, LLMCC, and H&W
CW-5	6,001 to 8,000	55%	NEBF, JATC, Drug Testing, LLMCC, and H&W
CE-1	8,001 to 10,000	60%	NEBF, JATC, Drug Testing, LLMCC, H&W, and Pension contributions based on the same % of JW rate of pay
CE-2	10,001 to 12,000	70%	NEBF, JATC, Drug Testing, LLMCC, H&W, and Pension contributions based on the same % of JW rate of pay
CE-3	12,001 to 14,000	80%	NEBF, JATC, Drug Testing, LLMCC, H&W, and Pension contributions based on the same % of JW rate of pay

NLMCC, NECA Service Charge and Union Assessments to be paid on all CW/CE's.

REFERRAL:

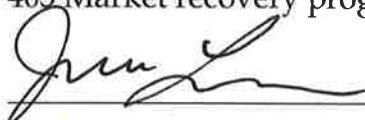
The I.B.E.W. standard referral system will be used by the employer to obtain workers with the CW/CE classification. The employer may hire CW/CEs to meet necessary job composite rates and to adequately staff projects covered under this agreement. The employer shall send all such applicants for employment to the Union Hall to be processed prior to employment.

TRAINING:

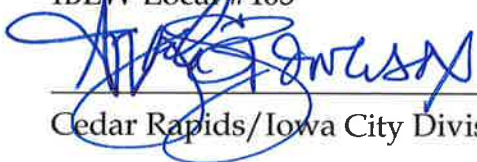
The JATC shall be responsible for training of all Construction Wireman and Construction Electricians.

The local JATC shall adopt and implement the most recent NJATC standards pertaining to organizing.

By signing below both parties acknowledge the terms and conditions of the IBEW Local 405 Market recovery program.



IBEW Local #405



Cedar Rapids/Iowa City Division NECA

APPENDIX A

Additional Restrictions to the Market Recovery Program

- Linn and Johnson Counties will have the following additional restrictions; It shall not be used on Non-Renewable Power Generation facilities, substations, *Industrial, *Agriculture and *Ag-industrial facilities that have been historically performed under the Cedar Rapids and Iowa City Collective Bargaining Agreements.
- CW's steps 1-3 may work on the jobsites that fall within the parameters of the restrictions listed in Appendix A.
- "Appendix A" restrictions expire on December 1, 2023.

ADDENDUM TO THE
LOCAL 405 MARKET RECOVERY PROGRAM

SECTION ONE. PHOTOVOLTAIC INSTALLATIONS:

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.

1. 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), or fraction thereof.

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.

MEMORANDUM OF UNDERSTANDING
BETWEEN
IBEW LOCAL UNION #405
AND THE CEDAR RAPIDS/IOWA CITY DIVISION, NECA

Portability Between Agreements

The undersigned agree, on behalf of the IBEW Local Union #405 and the Cedar Rapids/Iowa City Division, Iowa Chapter, NECA, that effective December 1, 2022, shall be amended to the extent herein specified.

The following rules shall apply to everyone who uses this program:

1. An employer will be allowed portability of Construction Wireman and Construction Electricians (CW/CE's) to work under the IBEW Local 405/Iowa NECA Residential Agreement.
2. A job ratio of one (1) Journeyman Inside Wireman or Residential Wireman and up to three (3) non-journeyman classifications (any combination of Inside apprentices, residential trainees, or CW/CE's) as long as it is in compliance with state and local codes.
3. CW/CE wages and benefits shall be paid as defined in the Local 405 Market Recovery Program.

This memorandum of understanding is subject to change or termination only by mutual consent of the parties to the Cedar Rapids/Iowa City Residential Collective Bargaining Agreement.