

IBEW, NINTH DISTRICT MARKET
ADVANCEMENT MEMORANDUM OF
UNDERSTANDING Between
The International Brotherhood of Electrical Workers
&
National Electrical Contractors Association

IBEW Local Unions: 100, 428, 595 (East), 684 and the East Central California, Northern California, Kern, Division Chapters of NECA, hereby agree to the following terms and conditions, which shall apply to the IBEW/NECA Inside Construction Agreements for the geographical jurisdictions of the aforementioned Local Unions, exclusively for the scope of work detailed herein. The geographical area addressed by this Memorandum of Understanding shall be referred to as the **Central Valley Region Market Advancement Initiative.**

The purpose of this Memorandum of Understanding is to advance the IBEW/NECA market share by organizing the electrical work and workforce in the identified industry sectors. Furthermore, the new classifications incorporated herein are not intended to exclude or replace Journeyman Wiremen or Apprentices, but are designed to complement existing classifications and create competitive crew compositions which thereby generate new employment opportunities for Journeyman and Apprentices, and provide a mechanism for the IBEW to represent workers heretofore not represented.

An employer utilizing this Memorandum of Understanding must be signatory to the Inside Agreement of the Local Union where the work is being performed. All terms and conditions not specifically addressed herein shall be handled in accordance with the appropriate Inside Agreement. Any question or dispute concerning an interpretation of this Memorandum of Understanding shall be determined by the IBEW Ninth District International Vice President and the National Electrical Contractors Association Western Region Director.

EFFECTIVE DATE

This Memorandum of Understanding shall take effect immediately and remain in effect until May 31, 2022. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated, as provided herein. This Memorandum of Understanding may be terminated, by either party, with respect to a specific geographical jurisdictional, by providing written notification to the related signatory parties at least 90 days prior to the anniversary date of this Memorandum of Understanding.

CHANGES, GRIEVANCES AND DISPUTES

Changes, grievances and disputes will be handled in the manner provided in the Local Union and NECA Chapter negotiated Inside Agreement with the following modifications:

Grievances and Disputes: The Labor-Management Committee of the site local union shall handle all grievances, with the exception of interpretations of this Memorandum of Understanding, which shall be determined by the Ninth District International Vice President and the Western Region NECA Executive Director, as previously noted. Any complaint or grievance, except in the case of fringe benefit payments, which is not filed in writing, within 15 working days of the grievant becoming aware of the complaint or grievance, shall be deemed to no longer exist. Any unresolved issues shall be submitted to CIR for adjudication as provided for in the Inside Agreement.

Changes: There shall be a Labor-Management Committee established to handle changes to this Memorandum of Understanding named Central Valley Region Labor-Management Committee, which shall consist of a minimum of three (3) Business Managers and a minimum of three (3) Chapter Managers representing the parties' signatory to this Memorandum. It shall select its own Chairman and Secretary. The Local Unions shall select the Union representatives and the Chapters shall select the Management representatives. If the Local Unions or the Chapters are unable to agree on the designees, the IBEW Ninth District Vice President and Western Region Director of the NECA shall make the selections on behalf of their respective organizations.

Any matter involving changes to Appendix A, B and/or C will be handled by the Central Valley Region Labor-Management Committee.

This Memorandum of Understanding shall only be subject to change or supplement by mutual consent of the IBEW Ninth District International Vice President and the National Electrical Contractors Association Western Region Director.

Either party, Labor or Management of the Central Valley Region Labor-Management Committee, desiring to change Appendix A, B and/or C must provide written notification at least 90 days prior to the expiration date. The nature of the changes must be specified in the notice or no later than the first negotiating meeting unless mutually agreed otherwise. Any unresolved issues arising out of the failure of the parties to negotiate a modification to Appendix A, B and/or C shall be decided by the IBEW Ninth District Vice President and Western Region Director of the NECA.

MANAGEMENT RIGHTS

Work performed by Construction Wiremen and Construction Electricians shall be limited only by what the employer or the employer's field representative deem as appropriate and within the individual's qualifications to properly perform said work safely, in a workmanlike manner and within the specific scope of this Memorandum of Understanding. In this regard, Construction Wiremen may work alone if deemed qualified by the employer and permitted by State or local statute.

Nothing contained in this Memorandum of Understanding shall prevent an owner from doing electrical work.

PORTABILITY

An employer signatory to a Letter of Assent to an Inside Collective Bargaining Agreement, or signatory to an approved Inside Collective Bargaining Agreement with any local union signatory to this Memorandum of Understanding, will be entitled to unlimited Portability within a Region for any work covered in the scope of this Memorandum of Understanding with the exception of Indentured Apprentices. Additionally, portability of employees between Regions will be permitted in accordance with the national four man portability provisions and/or one man per job. However, if sufficient manpower is not available within a Region a reasonably adjusted portability allowance, up to and including full portability, may be utilized, subject to approval of the Business Manager where the work is being performed.

The employer shall notify the local union where the work is to be performed by fax or e-mail within 24 hours of starting a job, of the job address, approximate duration and estimated manpower at peak. The employer shall also immediately remit a list of all employees transferred under Portability, to the site Local Union. The list shall include names, classifications, social security numbers, and their job site location.

- 1) All fringe benefits and remittances shall be made to the Locals Trust Administrator where the work is being performed.
- 2) Working assessments and apprenticeship contributions shall be as specified in Appendix B and shall be paid to the Local Union where the work is being performed.
- 3) All worker classifications working under the Scope of this Memorandum of Understanding shall be included under the Portability rules, with the exception of indentured apprentices, who shall continue to be handled in accordance with the JATC Standards.
- 4) Between Regions, all fringe benefits shall be paid and transmitted in accordance with the Memorandum of Understanding that applies to the Region where the work is performed. Additionally, the employer shall be required to become signatory to that Region's Memorandum of Understanding.
- 5) Any question or dispute concerning the Portability provisions of this Memorandum of Understanding shall be resolved per the grievance/dispute resolution procedure outlined in this Memorandum of Understanding.

WAGES, HOURS, WORKING CONDITIONS

The work day and work week, including shift provisions, shall be as specified in Appendix C.

REFERRAL

Inside Wiremen shall be referred through the standard Referral Procedure, in accordance with the Inside Agreement. Apprentices shall be assigned by the Local Union or the JATC or their designee, in accordance with the Inside Agreement and established practice in each Local Union.

Construction Electricians and Construction Wiremen shall be referred by the Local Union utilizing the following referral procedure:

Construction Electrician:

Group 1: All applicants for employment who have at least 8,000 hours of verified experience; are certified by the State of California to perform electrical work in the State of California; have not passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have not been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee; and are residents of the geographical area defined in this Memorandum of Understanding.

Group II: All applicants for employment who have at least 8,000 hours of verified experience; are certified by the State of California to perform electrical work in the State of California; and have not passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

Construction Wireman:

Group 1: All applicants for employment who have not passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee; passed a Journey level State, City or County Certification Exam; are not State or BAT registered apprentices; and are residents of the geographical area defined in this Memorandum of Understanding.

Group II: All applicants for employment who have not passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training

Committee; passed a Journey level State, City or County Certification Exam are not State or BAT registered apprentices; and are not State or BAT registered apprentices.

Inside Wireman may be transferred back and forth between work covered by the Inside Agreement and this Memorandum of Understanding. Construction Wireman and Construction Electricians can only work on projects covered by this Memorandum of Understanding.

Reverse Book Lay-Off shall not apply to workers covered by this Memorandum of Understanding.

WAGES AND BENEFITS

Wages and Benefits shall be as specified in **Appendix B.**

Wage/Benefit increases shall be as follows:

Increases will take effect on June 1, 2019 (\$0.75 to wage + \$0.50 to WEX Card); January 1, 2020 (\$0.75 to wage); January 1, 2021 (\$1.75 to wage + \$0.25 to WEX Card); and January 1, 2022 (\$2.25 to wage + \$0.25 WEX Card).

There will be a 1,000 hour probationary period for Construction Wiremen/Construction Electricians to determine if they have been assigned the proper classification level in the program.

The ratio of certified electricians to Apprentices and Construction Wireman shall not exceed that allowed by State Law.

TRAINING

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

Nothing in this Memorandum of Understanding is intended to undermine the authority of the Local Union Examining Board as established by the IBEW Constitution, the Local Union Bylaws and the Ninth District Policy.

APPENDIX "A"

Scope of Work

Under this Memorandum of Understanding, the **Scope of Work** is defined as follows:

Within the jurisdictions of IBEW Local Unions 595E and 684 shall be limited to the following privately funded projects:

- All private work that has non-IBEW competition.

The following types of work shall be excluded from the scope of this Memorandum of Understanding:

- All public work projects requiring the payment of prevailing wages,
- All work covered by Project Labor Agreements (PLA's) or funded/financed by union trust funds,
- All work defined within the scope of other IBEW/NECA agreements other than the Inside Agreement (e.g., sound & communications; specific customers' work presently and/or historically performed by signatory employers under the Inside Agreement) and,
- Work for specific customers that is presently and historically performed by signatory electrical contractors under the Inside Agreement (e.g., Kaiser facilities)

Within the jurisdictions of IBEW Local Unions 100 and 428 shall be limited to the following privately funded projects, not including service work:

1. High Volume Retail- such as Costco, Target, Lowes, etc.
2. Other Retail – such as convenience stores, strip malls, restaurant and fast food, movie theaters, grocery stores, car dealerships, etc.
3. Hotels and Motels not to exceed 4 stories
4. Financial Institutions and Office Space – including medical and dental not attached or adjoining a hospital, not to exceed 3 stories
5. Tennant Improvements and Remodels
6. Residential- not to exceed 4 stories
7. Dairies
8. Distribution Centers and Warehouses – excluding conveyor systems, motor controls, etc.

On a case-by-case basis, all other privately funded projects may be able to utilize this MOU with the approval of the Business Manager of the jurisdiction where that work is to be performed.

The following types of work shall be excluded from the scope of this Memorandum of Understanding:

- All public work projects requiring the payment of prevailing wages,
- All work covered by Project Labor Agreements (PLA's) or funded/financed by union trust funds,
- All work defined within the scope of other IBEW/NECA agreements other than the Inside Agreement (e.g., sound & communications; specific customers' work presently and/or historically performed by signatory employers under the Inside Agreement) and,
- Work for specific customers that is presently and historically performed by signatory electrical contractors under the Inside Agreement (e.g., Kaiser facilities)

NOTE:

Residential work may be performed under an existing residential agreement or under this Memorandum of Understanding.

APPENDIX "B"
Construction Electricians and Construction Wireman
Wages and Benefits

| Classification | Percentage ¹ | Base Hourly | Health (refer to Appendix D) | NEBF | NLMCC | AMF | JATC | Total Package |
|--|-------------------------|-------------|------------------------------|------|-------|------|------|---------------|
| CE-2/Lead | 110% | 31.81 | 6.45 | 0.95 | 0.01 | 0.15 | 0.85 | 40.22 |
| CE-2 10,001 plus | 100% | 28.92 | 6.45 | 0.87 | 0.01 | 0.15 | 0.85 | 37.25 |
| CE-1 8,001 - 10,000 | 90% | 26.03 | 6.45 | 0.78 | 0.01 | 0.15 | 0.85 | 34.27 |
| CW-6 6,501 - 8,000 hrs | 80% | 23.14 | 6.45 | 0.69 | 0.01 | 0.15 | 0.85 | 31.29 |
| CW-5 5,001 - 6,500 hrs | 70% | 20.24 | 6.45 | 0.61 | 0.01 | 0.15 | 0.85 | 28.31 |
| CW-4 3,501 - 5,000 hrs | 60% | 17.35 | 6.45 | 0.52 | 0.01 | 0.15 | 0.85 | 25.33 |
| CW-3 2,001 - 3,500 hrs | 55% | 15.91 | 6.45 | 0.48 | 0.01 | 0.15 | 0.85 | 23.85 |
| CW-2 1,001 - 2,000 hrs | 50% | 14.46 | 6.45 | 0.43 | 0.01 | 0.15 | 0.85 | 22.35 |
| CW-1 0 – 1000 hrs | 45% | 13.01 | 6.45 | 0.39 | 0.01 | 0.15 | 0.85 | 20.86 |
| ¹ Percentage of Base Hourly Rate for CE2 Classification | | | | | | | | |

The Employer shall make any and all necessary contributions to the Health Plan in order to maintain the established level of benefits.

Increases will take effect on June 1, 2019 (\$0.75 to wage + \$0.50 to WEX Card); January 1, 2020 (\$0.75 to wage); January 1, 2021 (\$1.75 to wage + \$0.25 to WEX Card); and January 1, 2022 (\$2.25 to wage + \$0.25 WEX Card).

Trust contributions shall be paid on hours worked.

Training contributions shall be paid to the JATC having jurisdiction where the work is performed.

Working assessments shall be paid as per the Locals By-laws, to the Local Union having jurisdiction where the work is performed.

Inside Wireman and Apprentices
Wages and Benefits

Inside Wireman and Apprentices shall be paid wages/benefits and shall work under the terms and conditions of the Local Inside Agreement where the work is performed.

APPENDIX "C"

Hours and Working Conditions

Work Day/Work Week

Under this Memorandum of Understanding, the work day shall be the same as specified in the Inside Wireman's Agreement in the Local Union where the work is being performed.

Shift Work

Under this Memorandum of Understanding, terms and conditions for shift work shall be the same as specified in the Inside Wireman's Agreement in the Local Union where the work is being performed.

Overtime

Under this Memorandum of Understanding, terms and conditions for overtime shall be the same as specified in the Inside Wireman's Agreement in the Local Union where the work is being performed.

Foremen

Other than an Inside Wireman, only a Construction Electrician Level 2 with a valid CA State General Electrician Certification may be designated as a jobsite Lead/Foreman whose wage scale shall be that of Construction Electrician Level 2 plus 10%.

All other terms and conditions shall be the same as specified in the Inside Wireman's Agreement in the Local Union where the work is being performed.

Tool List

Employees shall supply the following tools only, once they reach the threshold of Wage Order 16:

| | |
|---------------------------|---------------------------------------|
| Toolbox | Lineman Pliers |
| Hammer | Wire Stripper |
| Knife | Diagonal Pliers |
| Flashlight | 2 Screw Drivers (Phillips & Straight) |
| Torpedo Level | Tape Measure – 25' |
| Toolbox Lock | 2 Pairs of Channel Locks |
| 10" – 12" Crescent Wrench | |

APPENDIX "D"

(1) Employers signatory to this Memorandum of Understanding shall make contributions to the NECA/IBEW Family Medical Care Trust Fund for all CE and CW employees.

(2) The contributions required under this Memorandum of Understanding for each employee shall be made, at the rates set by the Board of Trustees of the Fund. The rates set forth above shall be effective on the Effective Date. These contributions shall be due on the fifteenth (15) day of the month following the month in which work is performed. The Employer shall be bound to the Participation Agreement executed by the NECA Chapter with the Fund containing currently applicable contribution amounts for each time period in which a different contribution rate is utilized and these contribution rates shall be those required under of this Memorandum of Understanding.

(3) Employees described in paragraph 1 shall be eligible for family coverage under the NECA/IBEW Family Medical Care Trust Fund Plan 14. Eligibility shall be determined under the provisions of the NECA/IBEW Family Medical Care Trust Fund Plan 14. In addition, when the CE or CW employee attains Journeyman status and becomes eligible under the members' Inside Wireman Health & Welfare Fund, coverage will immediately cease under the NECA/IBEW Family Medical Care Trust Fund.

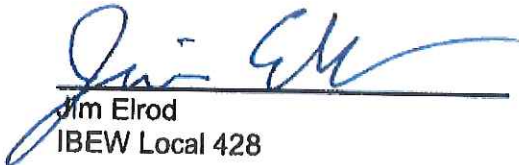
(4) All Employers employing CE or CW employees are bound by the Participation Agreement between the NECA/IBEW Family Medical Care Trust Fund and NECA. The NECA/IBEW Family Medical Care Trust Fund may terminate this Participation Agreement at any time, in which case contributions may no longer be made to the NECA/IBEW Family Medical Care Trust Fund under this Agreement. The NECA Chapter may terminate the Participation Agreement at any time after the longer of three years following the Effective Date of this Section or the expiration of this collective bargaining agreement by providing written notice to the NECA/IBEW Family Medical Care Trust Fund by certified mail received by the NECA/IBEW Family Medical Care Trust Fund more than 60 days prior to the first of the month for which contributions and payroll deductions would be due for employees under this Agreement absent the termination notice. The Employer shall remain bound to the independent requirements to make contributions under the terms and in the amounts set forth in the then current Participation Agreement even if this collective bargaining agreement has expired.

(5) The Employers adopt and agree to be bound by all the terms and provisions of the Agreement and Declarations of Trust and Plan creating the NECA/IBEW Family Medical Care Trust Fund as fully as if the Employers were original parties. The Employers acknowledge receipt of these documents. The Employers designate the Employer Trustees of the Fund as their representatives on the Fund. The Employers agree to be bound by and to ratify all actions taken by the Trustees pursuant to the powers granted them under the Trust Agreement.


Signed for the Local Unions:



Ronny Jungk
IBEW Local 100



Jim Elrod
IBEW Local 428



Dan Chivello
IBEW Local 595 (East)



Bobby Stutzman
IBEW Local 684

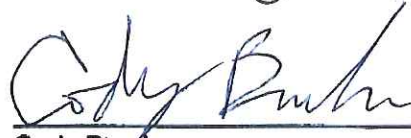
Signed for the NECA Chapters:



John Hutson
NECA, East Central California Chapter



Greg Armstrong
NECA, Northern California Chapter



Cody Brooks
NECA, Kern County Chapter