

## Expanded Manpower Portability Memorandum of Understanding

A desirable plan for the portability of employees across geographical jurisdictional lines is essential to the union employer's competitive position in obtaining work under union contracts. The ability of signatory employers to follow long-standing electrical industry customers as well as new customers, and provide a level of service consistent with that relationship can mean the difference between IBEW or non-IBEW projects. An additional intent of this MOU is to increase the union electrical industries' market share and facilitate organizing new signatory contractors.

This Memorandum of Understanding (MOU), if pursued in a manner of mutual trust and faith, can remedy some of the problems concerning our industry's responsibility to its customers, and will ensure future work opportunities for IBEW members.

The signatory parties acknowledge that the participating local unions have agreed to the expanded work opportunities created by this MOU on the condition that the signatory employers adhere to the letter, spirit and intent of this MOU, the terms of which must be strictly followed, as the Business Manager is entitled to suspend any employer from utilizing this MOU, if the employer violates the terms or intent of this MOU.

The parties to this MOU are the following: IBEW Locals 302, 332 and 595 and the NECA chapters for Alameda, Calaveras, Contra Costa, Santa Clara and San Joaquin counties.

The purpose of this MOU is to provide full portability of manpower under the following conditions.

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### A. GEOGRAPHICAL AREA

The area covered by this MOU consists of the following local union jurisdictions:

302, 332 and 595 encompassing the following counties:  
Alameda, Calaveras, Contra Costa, Santa Clara and San Joaquin

### B. SCOPE

Work covered under the Inside Construction Agreement for the above jurisdictions.

### C. GENERAL TERMS AND CONDITIONS

Under this MOU, all terms and conditions of the IBEW/NECA Inside Construction Agreement applicable to the local union jurisdiction in which the work is being performed shall apply.

#### D. REQUIREMENTS OF TRAVELING EMPLOYERS

1. When an employer uses this MOU and prior to sending an employee into any participating local's jurisdiction outside of the local that the employee was dispatched, the employer shall notify the local union by fax or e-mail as to the name of the project, the project location, and the names of all portability employees on the project.
2. The employer shall require its employee to report in person ("clear in") to the respective local union dispatch office when working in that local's jurisdiction. For jobs five days or less, phone notification to and verification by the local's dispatcher is allowed. The transmittal of employee benefit contributions may continue to be sent to the local union from which the employee was dispatched for jobs five days or less.
3. Employers shall assure that all portability employees are properly registered and participating with the IBEW Reciprocity System (ERTS), except for jobs five days or less.
4. Employers must be signatory to and follow all terms and conditions of the Inside Construction Agreement for the area that the employee is working in, and the employer shall report and transmit all benefit payments per that local's Inside Construction Agreement (except for jobs five days or less).
5. Employers must sign the attached Participation Agreement to utilize this MOU.
6. Employers utilizing this MOU can only send employees into a participating local union's jurisdiction provided that the employees are dispatched from locals that are signatory to this MOU.
7. Employers utilizing this MOU can only send employees who have been employed with the company for a minimum of two weeks. Proof, such as pay stubs or dispatch slip, must be furnished at time of clearing in.
8. To utilize this MOU, an Employer must be current on all Fringe Benefit contributions in all participating jurisdictions:
9. Employers must have a permanent office in one of the jurisdictions covered by this MOU.

#### E. ADDITIONAL TERMS AND CONDITIONS

1. In times of high unemployment in the jurisdiction of a local union, which is defined as periods where unemployment exceeds 10% of the bargaining unit employees for a period of three consecutive weeks in that local union, employers utilizing this MOU must alternate hiring an employee from the local union where the work is being performed on a one-to-one ratio. This ratio may begin with a portability employee and is allowed up to a maximum of 20 portability employees working in the jurisdiction of the local union. A local union shall notify participating employers, by letter, fax or e-mail, when its unemployment rate triggers the terms of this paragraph. Such notification is sufficient to require compliance with this paragraph.
2. Apprentices may be included in this MOU subject to the approval of the respective JATC Committees and the local union's Business Manager.
3. The progress of the MOU shall be reviewed by the participating locals upon the request of any one Business Manager.

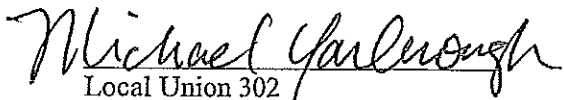
**F. EXCLUSIONS**

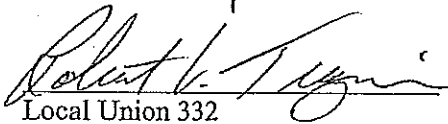
1. Projects covered by a Project Labor Agreement or a Building Trades Agreement are excluded from this MOU unless written permission is received by the Business Manager in the jurisdiction where the project is located. It is the responsibility of the contractor to ascertain if the project is covered by a Project Labor Agreement or a Building Trades Agreement prior to bidding the project.

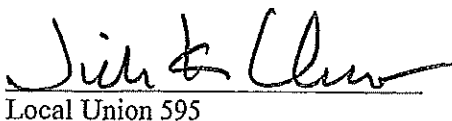
**G. TERMINATION AND/OR SUSPENSION OF MOU**

1. This MOU will terminate by either of the following, whichever may occur first:
  - A. Any party to this MOU may terminate this MOU entirely by giving thirty (30) days written notice to all parties signatory to this MOU or;
  - B. This MOU will terminate upon the termination of any Inside Construction Agreement for a covered jurisdiction.
  
2. When a Business Manager has determined that an employer has violated the provisions or intent of this MOU, that Business Manager of a participating local may suspend such employer from participating by giving notice of suspension. This suspension of participation will exclude the employer from utilizing this MOU for all jurisdictions that are parties to this MOU. Upon notification, this MOU shall not be utilized for any new projects in any of the participating jurisdictions.
  
3. In the event an employer appeals the decision of the Business Manager to suspend that employer from participating under the terms of this MOU pursuant to the preceding paragraph 2, the employer must utilize the appeal procedure set forth in the following paragraph, 4, provided that the employer will remain suspended from participating under this MOU pending the final outcome of the appeal.
  
4. Any employer appeal arising from the decision of a Business Manager regarding suspension of participation utilizing this MOU shall be referred to the IBEW's Ninth District Office for resolution. The decision of the Ninth District Office shall be final and binding.
  
5. An employer suspended from utilizing this MOU may reapply to utilize this MOU after 30 days after receiving notice of the suspension. The Business Manager who issued the suspension must respond to this application within 30 days. If participation is not granted, the employer may again reapply after 30 days of this notice.

Signed for the following  
IBEW Local Unions

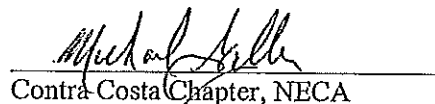
  
Local Union 302

  
Local Union 332

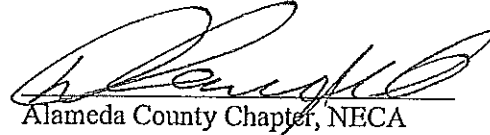
  
Local Union 595

10/10/07

Signed for the following  
Contractor Associations

  
Contra-Costa Chapter, NECA

  
Santa Clara County Chapter, NECA

  
Alameda County Chapter, NECA

# Expanded Manpower Portability Memorandum of Understanding Participation Agreement

By signing this Participation Agreement, the undersigned firm agrees to comply with, and be bound by, all of the provisions contained in the above-referenced Expanded Manpower Portability (EMP) Memorandum of Understanding, as well as any subsequent amendments or revisions hereto.

This Participation Agreement shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall only apply to new projects starting after this date. This Participation Agreement shall remain in effect until terminated or suspended by the undersigned employer or Business Manager giving written notice in accordance with the provisions of the EMP- Memorandum of Understanding.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signing Representative of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax and Email

\_\_\_\_\_  
Date:

\_\_\_\_\_  
IBEW Local No.

\_\_\_\_\_  
Signing Business Manager

\_\_\_\_\_  
Date:

Copies of this Participation Agreement to be distributed to the following (fax or email):

Hershel 'Bart' Barton, IBEW Local 302  
1875 Arnold Drive  
Martinez, CA 94553  
[hershelb@ibewlu302.com](mailto:hershelb@ibewlu302.com)  
(925) 228-0764 fax  
(925) 228-2302 office

Gerald Pfeiffer, IBEW Local 332  
2125 Canoas Garden Ave., Suite 100  
San Jose, CA 95125  
[GPfeiffer@ibew332.org](mailto:GPfeiffer@ibew332.org)  
(408) 979-5500 fax  
(408) 269-4332 office

Victor Uno, IBEW Local 595  
6250 Village Parkway  
Dublin, CA 94568  
[uno@ibew595.org](mailto:uno@ibew595.org)  
(925) 556-0600 fax  
(925) 556-0595 office

Michael Gellar, Contra Costa Chapter, NECA  
1024 Court Street  
Martinez, CA 94553  
[mgneca@sbcglobal.net](mailto:mgneca@sbcglobal.net)  
(925) 372-0282 fax  
(925) 373-3222 office

Tom Barrow, Santa Clara Chapter, NECA  
1493 Park Avenue  
San Jose, CA 95126  
[tbarrow@scvneca.com](mailto:tbarrow@scvneca.com)  
(408) 288-5317 fax  
(408) 288-6100 office

Don Campbell, Alameda County Chapter, NECA  
6300 Village Parkway  
Dublin, CA 94568  
[donc@norcalneca.org](mailto:donc@norcalneca.org)  
(925) 828-6392 fax  
(925) 828-6322 office

# Expanded Manpower Portability

## Memorandum of Understanding

# Application Notice

The following contractor(s) has submitted a Participation Agreement for the EMP-MOU. Please verify compliance for the contractor(s) and fax this form to: Dispatcher, c/o IBEW Local 595, (925) 556-0600 or email a PDF to danc@ibew595.org.

Contractor Name	Signatory (yes/no)	Benefits current (yes/no)	Office Location	Approved (yes/no)
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____
10. _____	_____	_____	_____	_____

Sent by Local 302/Local 332/Local 595 on (date) \_\_\_\_\_ Returned by Local 302/Local 332/Local 595 on (date) \_\_\_\_\_  
 (circle one) (circle one)

Copies of this Participation Application to be distributed the following (fax or email):

Hershel 'Bart' Barton, IBEW Local 302  
 1875 Arnold Dr.  
 Martinez, CA 94553  
 hershelb@ibew302.com  
 (925) 228-0764 fax  
 (925) 228-2302 office

Gerald Pfeifer, IBEW Local 332  
 2125 Canoas Garden Ave. Suite 100  
 San Jose, CA 95125  
 gpfeiffer@ibew332.org  
 (408) 979-5500 fax  
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