

**IBEW, NINTH DISTRICT
MARKET ADVANCEMENT
MEMORANDUM OF UNDERSTANDING**

Between

The International Brotherhood of Electrical Workers,

&

National Electrical Contractors Association

IBEW Local Unions: 6, 617, 332, 595 (West), 302, 551 (Sonoma & Marin Counties), 180, and 234 (North of Chualar and Big Sur) and the NECA Chapters of San Francisco, San Mateo, Santa Clara Valley, Northern California, Contra Costa, Redwood Empire, and Monterey Bay, 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 **Bay Area Region**.

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, 2013. 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 MOU.

SCOPE OF WORK

The following types of work are covered by this Memorandum of Understanding:

- Scope is to be determined Region by Region and attached to this MOU as Appendix A.

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

- Public works requiring the payment of prevailing wages,
- Work covered by Project Labor Agreements or funded/financed by union trust funds,
- Work defined within the scope of other IBEW/NECA agreements other than the Inside Agreement (i.e., sound & communications, residential, photovoltaic, etc),

and specific customers' work presently/historically performed by signatory employers under the Inside Agreement, and,

- Any and all other work not specifically included in the Scope of this MOU.

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 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 Bay Area Region Labor-Management Committee, which shall consist of three (3) representing the Unions and three (3) representing the Chapters. 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 respective appropriate parent organizations, IBEW Ninth District and Western Region NECA, shall make the selection on their behalf.

Any matter involving changes to Appendix A, B and/or C will be handled by the Bay Area Region LMC.

This Memorandum of Understanding shall only be subject to change or supplement by mutual consent of the respective appropriate parent organizations, IBEW Ninth District and Western Region NECA.

Either party, Labor or Management of the Bay Area Region LMC, 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 determined by the appropriate parent organizations, IBEW Ninth District and Western Region NECA.

MANAGEMENT RIGHTS

Work performed by Construction Wiremen and Construction Electricians will 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 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 for short periods of time when it would be impractical to add additional employees.

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, with the exception of Indentured Apprentices, within a Region, for any work covered in the scope of this Memorandum of Understanding. 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) Within each Region, all fringe benefits and remittances shall be made through a single transmittal for each Region.
- (2) Working assessments and apprenticeship contributions shall be determined Region by Region and 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 MOU 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 MOU.

HOURS/WAGES/WORKING CONDITIONS

The work day and work week, including shift provisions, shall be determined Region by Region and attached to this MOU as Appendix C.

REFERRAL

Inside Wiremen shall be referred through the standard Referral Procedure, in accordance the Inside Agreement. Apprentices shall be assigned by the JATC or their designee, in accordance with the Inside Agreement.

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

Construction Electrician

Group I: All applicants for employment who have at least 8,000 hours of verified experience (possession of a valid State license/certification may be required), 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, and are residents of the geographical area defined in this agreement.

Group II: All applicants for employment who have at least 8,000 hours of verified experience (possession of a valid State license/certification may be required) 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 I: All applicants for employment who have at least 2,000 hours of verified experience, 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 or 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 agreement.

Group II: All applicants for employment who have at least 2,000 hours of verified experience, 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 or 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.

JW's may be transferred back and forth between work covered by the Inside Agreement and this Memorandum of Understanding. CW's and CE's 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 determined Region by Region and attached to this Memorandum of Understanding as Appendix B

Wage/Benefit increases in years 2 and 3 shall be determined Region by Region.

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 CW's shall not exceed that allowed by State Law.

TRAINING

The 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 Ninth District Policy.

APPENDIX "A"

Market Advancement Scope of Work
Covered by This Memorandum of Understanding
For Bay Area Region

For Locals 234, 332, 559, 302, 180, and 551 only:

- ① High volume retail outlets
2. Drug Stores
3. Convenience Stores
4. Big Box stores (Wal-Mart, Costco, Target, etc.)
5. Automotive service stations
6. Hotels & Motels (not to exceed 3 stories)
7. Restaurants
8. Retail space
9. Single story strip malls, comprised of more than one retail vendor or tenant

For Locals 6 and 617 only:

1. AM/PM stores
2. Verizon stores
3. Peet's Coffee
4. Starbucks
5. Burger King
6. McDonalds
7. Wendy's
8. In-n-Out Burgers
9. Motels (up to 3 stories)
10. Laundromats
11. Dollar stores

Appendix "B"
Construction Electrician/Construction Wireman
Wage and Fringe Benefits

California Bay Area Region

The minimum hourly rate of wages and benefits shall be as follows:

Inside Journeyman	per the work site Local Inside CBA
Inside Journeyman Foreman	per the work site Local Inside CBA
Inside Journeyman General Foreman	per the work site Local Inside CBA
Inside Wireman Apprentice	per the work site Local Inside CBA

CE/CW CLASSIFICATIONS	WAGE	HEALTH &	NEBF	NIMCC	TRAINING	AMIF	TOTAL
		WELFARE (refer to Appendix D)					
Construction Electrician Level 2, (Lead/Foreman (110%))	30.80	4.00	0.92	0.01	0.85	0.00	36.58
Construction Electrician Level 2 (10,001 and above)	28.00	4.00	0.84	0.01	0.85	0.00	33.70
Construction Electrician Level 1 (8,001 - 10,000 hrs) (80%)	22.40	4.00	0.67	0.01	0.85	0.00	27.93
Construction Wireman Step 6 (7,001 - 8,000 hrs) (75%)	21.00	4.00	0.63	0.01	0.85	0.00	26.49
Construction Wireman Step 5 (6,001 - 7,000 hrs) (70%)	19.60	4.00	0.59	0.01	0.85	0.00	25.05
Construction Wireman Step 4 (5,001 - 6,000 hrs) (65%)	18.20	4.00	0.55	0.01	0.85	0.00	23.61
Construction Wireman Step 3 (4,001 - 5,000 hrs) (60%)	16.80	4.00	0.50	0.01	0.85	0.00	22.16
Construction Wireman Step 2 (3,001 - 4,000 hrs) (55%)	15.40	4.00	0.46	0.01	0.85	0.00	20.72
Construction Wireman Step 1 (2,000 -3,000 hrs) (50%)	14.00	4.00	0.42	0.01	0.85	0.00	19.28

1. All trust contributions shall paid on hours worked.
2. Apprenticeship contributions shall be paid to the Local Union where the work is being performed.
3. Working assessments will be 3% of the hourly wage and shall be paid to the Local Union where the work is being performed.

APPENDIX "C"

Market Advancement Hours/Working Conditions

For the Bay Area Region

Work Day/Work Week

Will conform to the Inside Wireman's Agreement where the work is being performed.

Shift Work

Will conform to the Inside Wireman's Agreement where the work is being performed.

Overtime Pay

Will conform to the Inside Wireman's Agreement 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 working conditions shall correspond with the terms of each Local Union's Inside Wireman's Agreement where the work is being performed.

APPENDIX "D"

- (1) Employers signatory to this MOU shall make contributions to the NECA/IBEW Family Medical Care Trust Fund for all CE and CW employees.
- (2) The contributions required under this MOU for each employee shall be made, at the rates set by the Board of Trustees of the Fund. Currently the rate for CE and CW employees for Plan 1 coverage is \$4.00 per hour. 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 MOU.
- (3) Employees described in paragraph 1 shall be eligible for family coverage under the NECA/IBEW Family Medical Care Trust Fund Plan 1. Eligibility shall be determined under the provisions of the NECA/IBEW Family Medical Care Trust Fund Plan 1. 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 Agreements.

California Bay Area Region

Signed for the IBEW:

Signed for NECA:

_____ IBEW, LU 6	_____ NECA, San Francisco Chapter
_____ IBEW, LU 617	_____ NECA, San Mateo Chapter
_____ IBEW, LU 595 West	_____ NECA, Northern California Chapter
_____ IBEW, LU 234	_____ NECA, Monterey Bay Chapter
_____ IBEW, LU 551(South)	_____ NECA, Redwood Empire Chapter
_____ IBEW, LU 302	_____ NECA, Contra Costa Chapter
_____ IBEW, LU 180	_____ NECA, Northern California Chapt
_____ IBEW, LU 332	_____ NECA, Santa Clara Val