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

**Between
The International Brotherhood of Electrical Workers,
&
National Electrical Contractors Association**

July 1, 2010 through June 30, 2013

IBEW Local Unions 48 and 932 and the NECA Chapters of Oregon-Columbia and Oregon Pacific-Cascade, 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 Region Three (3).

Oregon:

IBEW LU 48: Clatsop and Tillamook counties

IBEW LU 932: Coos, Curry, those portions of Douglas & Lane counties lying west of a line running north and south from the northeast corner of Coos and southeast corner of Lincoln counties, and Lincoln County.

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

1 exclude or replace Journeyman Wiremen or Apprentices, but are designed to
2 complement existing classifications and create competitive crew compositions which
3 thereby generate new employment opportunities for Journeyman and Apprentices, and
4 provide a mechanism for the IBEW to represent workers heretofore not represented.

5
6 An employer utilizing this Memorandum of Understanding must be signatory to the
7 Inside Agreement of the Local Union where the work is being performed. All terms and
8 conditions not specifically addressed herein shall be handled in accordance with the
9 appropriate Inside Agreement. Any question or dispute concerning an interpretation of
10 this Memorandum of Understanding shall be determined by the IBEW Ninth District
11 International Vice President and the National Electrical Contractors Association Western
12 Region Director.

13 EFFECTIVE DATE

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16
17 This Memorandum of Understanding shall take effect immediately and remain in effect
18 until June 30, 2013. It shall continue in effect from year to year thereafter, from July 1
19 through June 30 of each year, unless changed or terminated, as provided herein. This
20 Memorandum of Understanding may be terminated, by either party, with respect to a
21 specific geographical jurisdictional, by providing written notification to the related
22 signatory parties at least 90 days prior to the anniversary date of this MOU.

23 SCOPE OF WORK

24
25 The following types of work are covered by this Memorandum of Understanding:

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

1
2 The following types of work shall be excluded from the scope of this Memorandum of
3 Understanding:

- 4 ▪ Public works requiring the payment of prevailing wages,
- 5 ▪ Work covered by Project Labor Agreements or funded/financed by union trust
6 funds,
- 7 ▪ Work defined within the scope of other IBEW/NECA agreements other than the
8 Inside Agreement (i.e., sound & communications, residential, photovoltaic, etc),
9 and specific customers' work presently/historically performed by signatory
10 employers under the Inside Agreement, and,
- 11 ▪ Any and all other work not specifically included in the Scope of this MOU.

12
13 **CHANGES, GRIEVANCES AND DISPUTES**

14
15 Changes, grievances and disputes will be handled in the manner provided in the Local
16 Union and NECA Chapter negotiated Inside Agreement with the following modifications:

17
18 Grievances and Disputes: The Labor-Management Committee of the site local union
19 shall handle all grievances, with the exception of interpretations of this Memorandum of
20 Understanding, which shall be determined by the Ninth District International Vice
21 President and Western Region NECA Executive Director, as previously noted. Any
22 complaint or grievance, except in the case of fringe benefit payments, which is not filed
23 in writing within 15 working days of the grievant becoming aware of the complaint or
24 grievance, shall be deemed to no longer exist. Any unresolved issues shall be
25 submitted to CIR for adjudication as provided for in the Inside Agreement.
26

1 Changes: There shall be a Labor-Management Committee established to handle
2 changes to this Memorandum of Understanding named Region Three (3) Labor-
3 Management Committee, which shall consist of three (3) representing the Unions and
4 three (3) representing the Chapters. It shall select its own Chairman and Secretary.
5 The Local Unions shall select the Union representatives and the Chapters shall select
6 the Management representatives. If the Local Unions or the Chapters are unable to
7 agree on the designees, the respective appropriate parent organizations, IBEW Ninth
8 District and Western Region NECA, shall make the selection on their behalf.

9
10 Any matter involving changes to Appendix A, B, and/or C will be handled by Region
11 Three (3) LMC.

12
13
14 This Memorandum of Understanding shall only be subject to change or supplement by
15 mutual consent of the respective appropriate parent organizations, IBEW Ninth District
16 and Western Region NECA.

17
18 Either party, Labor or Management of the Region Three (3) LMC, desiring to change
19 Appendix A, B, and/or C must provide written notification at least 90 days prior to the
20 expiration date. The nature of the changes must be specified in the notice or no later
21 than the first negotiating meeting unless mutually agreed otherwise. Any unresolved
22 issues arising out of the failure of the parties to negotiate a modification to Appendix A,
23 B, and/or C shall be determined by the appropriate parent organizations, IBEW Ninth
24 District and Western Region NECA.

1 **MANAGEMENT RIGHTS**

2 Work performed by Construction Electricians will be limited only by what the employer
3 or the employer's field representative deem as appropriate and within the individual's
4 qualifications to properly perform safely, in a workmanlike manner and within the
5 specific scope of this Memorandum of Understanding.
6

7
8 Nothing contained in this Memorandum of Understanding shall prevent an owner from
9 doing electrical work for short periods of time when it would be impractical to add
10 additional employees.
11

12 **PORTABILITY**

13
14 An employer signatory to a Letter of Assent to an Inside Collective Bargaining
15 Agreement, or signatory to an approved Inside Collective Bargaining Agreement with
16 any local union signatory to this Memorandum of Understanding, will be entitled to
17 unlimited Portability, with the exception of Indentured Apprentices, within a Region, for
18 any work covered in the scope of this Memorandum of Understanding. Additionally,
19 portability of employees between Regions will be permitted in accordance with the
20 national four man portability provisions and/or one man per job. However, if sufficient
21 manpower is not available within a Region a reasonably adjusted portability allowance,
22 up to and including full portability, may be utilized, subject to approval of the Business
23 Manager where the work is being performed.
24

25 The employer shall notify the local union where the work is to be performed by fax or e-
26 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

1 employees transferred under Portability, to the site Local Union. The list shall include
2 names, classifications, social security numbers, and their job site location.

3 (1) Within each Region, all fringe benefits and remittances shall be made through a
4 single transmittal for each Region.

5
6 (2) Working assessments and apprenticeship contributions shall be determined
7 Region by Region and specified in Appendix B and shall be paid to the Local
8 Union where the work is being performed.

9
10 (3) All worker classifications working under the Scope of this MOU shall be included
11 under the Portability rules, with the exception of indentured apprentices, who
12 shall continue to be handled in accordance with the JATC Standards.

13
14 (4) Between Regions, all fringe benefits shall be paid and transmitted in accordance
15 with the Memorandum of Understanding that applies to the Region where the
16 work is performed. Additionally, the employer shall be required to become
17 signatory to that Region's Memorandum of Understanding.

18
19 (5) Any question or dispute concerning the Portability provisions of this
20 Memorandum of Understanding shall be resolved per the grievance / dispute
21 resolution procedure outlined in this MOU.

1 HOURS/ WORKING CONDITIONS

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

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7 REFERRAL

8
9 Inside Wiremen shall be referred through the standard Referral Procedure, in
10 accordance with the Inside Agreement. Apprentices shall be assigned by the JATC or
11 their designee, in accordance with the Inside Agreement.

12
13 Construction Electricians shall be referred by the Local Union utilizing the following
14 referral procedure:

15
16
17 Construction Electrician

18 Group I: All applicants for employment who have at least 8,000 hours of
19 verified experience (possession of a valid State license/certification may
20 be required), have not passed a Journeyman Wireman's examination
21 given by a duly constituted Inside Construction Local Union of the I.B.E.W.
22 or been certified as a Journeyman Wireman by any Inside Joint
23 Apprenticeship and Training Committee, and are residents of the
24 geographical area defined in this agreement.

1 Group II: All applicants for employment who have at least 8,000 hours of
2 verified experience (possession of a valid State license/certification may
3 be required) and have not passed a Journeyman Wireman's examination
4 given by a duly constituted Inside Construction Local Union of the I.B.E.W.
5 or been certified as a Journeyman Wireman by any Inside Joint
6 Apprenticeship and Training Committee

7 JW's may be transferred back and forth between work covered by the Inside Agreement
8 and this Memorandum of Understanding. CE's can only work on projects covered by
9 this Memorandum of Understanding.

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

12 13 WAGES AND BENEFITS

14
15 Wages and Benefits shall be determined Region by Region and attached to this
16 Memorandum of Understanding as Appendix B.

17
18 The ratio of certified electricians (JIW) to apprentices shall not exceed that allowed by
19 State Law.

20 TRAINING

21
22 The JATC shall be responsible for all training of Construction Electricians.

23 Nothing in this Memorandum of Understanding is intended to undermine the authority of
24 the Local Union Examining Board as established by the IBEW Constitution, the Local
25 Union Bylaws and Ninth District Policy.
26

1 APPENDIX "A"

2
3 **Market Advancement Scope of Work**
4 **Covered by This Memorandum of Understanding**
5 **For Region Three (3)**
6

7 Fast food (Burger King, Burgerville, McDonald's, Taco Bell, Taco Time,
8 Wendy's, etc.)

9 High Volume Retailing/Big Box* (Costco, Home Depot, Loews, etc.)

10 Fuel dispensing/Convenience Stores**

11 Mixed Use High** (over 4 stories above grade)

12 Mixed Use Low/Med** (4 stories above grade or less)

13 Residential—single family*

14 Residential—multi-family*

15 Drug Stores/Pharmacy**

16 Signs

17 Service work of any scope is specifically excluded.

18 *In LU 932s jurisdiction this work **must** be pre-approved by the Business
19 Manager.

20 **This scope of work is in LU 48s jurisdiction **only**.

21 **Projects not specifically mentioned above, and not excluded in this MOU,**
22 **may be added, on a project by project basis, with pre-bid approval from the**
23 **Business Manager in the jurisdiction where the work is to be performed.**
24
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1 Only a Journeyman Inside Wireman (JIW) with a valid OR State License may be
2 designated as a jobsite foreman, whose wage scale will be as determined per the Inside
3 Agreement.

4 The fringe benefit transmittal shall be to the NECA Chapter where the work is performed:

5 Oregon Pacific-Cascade Chapter, NECA
6 1040 Gateway Loop, Suite A
7 Springfield, OR 97477

Oregon-Columbia Chapter, NECA
601 NE Everett
Portland, OR 97232

7 **Basic Dues:** As per the LU Bylaws.

8 **Working assessments:**

9 The working assessment shall be paid according to the bylaws of the local union
10 (48/932) in whose jurisdiction the work is being performed.

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APPENDIX "B"

OR Region 3

Construction Electricians Wages and Fringe Benefits

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

- Inside Journeymen per the work site Local Inside CBA
- Inside Journeymen Foreman per the work site Local inside CBA
- Inside Journeymen General Foreman per the work site Local inside CBA
- Inside Journeymen Apprentice per the work site Local inside CBA

WAGE	HEALTHCARE*	NEBF	NLMCC	TRAINING	AMF	TOTAL PACKAGE
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(refer to Appendix D)
(3% of wages)

CE Classifications
Effective 7.01.10
(July 01, 2010)

CE Level 2	27.50	4.10	0.83	0.01	0.70	0.15	33.29
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(possesses valid state license and successfully passed at least 3 of the 5 certification modules)

1	CE Level 1	25.00	4.10	0.75	0.01	0.70	0.15	30.71
2	(possesses valid state license and successfully passed less than 3 of the 5 certification modules)							
3		WAGE	HEALTHCARE*	NEBF	NLMCC	TRAINING	AMF	TOTAL
4			(refer to	(3% of wages)				PACKAGE
5			Appendix D)					
6	C E Classifications							
7	Effective 1.01.11							
8	(Jan. 01, 2011)							
9	C E Level 2	28.05	4.10	0.84	0.01	0.70	0.15	33.85
10	C E Level 1	25.50	4.10	0.77	0.01	0.70	0.15	31.23
11	Effective 1.01.12							
12	(Jan. 01, 2012)							
13	C E Level 2	28.60	4.10	0.86	0.01	0.70	0.15	34.42
14	C E Level 1	26.00	4.10	0.78	0.01	0.70	0.15	31.74
15	Effective 1.01.13							
16	(Jan. 01, 2013)							
17	C E Level 2	29.15	4.10	0.88	0.01	0.70	0.15	34.99
18	C E Level 1	26.50	4.10	0.80	0.01	0.70	0.15	32.26

19 ***Increases to Healthcare Coverage shall be paid by the employer. Includes drug testing program.**

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1 **APPENDIX "C"**

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3 **HOURS/ WORKING CONDITIONS**

4 No JIW can sign the CE out of work list.

5 Hours of work shall mirror the Inside Agreement.

6 Shift language shall mirror the Inside Agreement except shift differential shall be:

7 Swing: An additional \$1.00/ hour

8 Graveyard: An additional \$2.00/hour

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15 **APPENDIX "D"**

16
17 (1) Employers signatory to this MOU shall make contributions to the NECA/IBEW
18 Family Medical Care Trust Fund for all CE and CW employees.

19
20 (2) The contributions required under this MOU for each employee shall be made, at
21 the rates set by the Board of Trustees of the Fund. Currently the rate for CE and CW
22 employees for Plan 1 coverage is \$4.00 per hour. The rates set forth above shall be
23 effective on the Effective Date. These contributions shall be due on the fifteenth (15)
24 day of the month following the month in which work is performed. The Employer shall
25 be bound to the Participation Agreement executed by the NECA Chapter with the Fund
26 containing currently applicable contribution amounts for each time period in which a

1 different contribution rate is utilized and these contribution rates shall be those required
2 under of this MOU.

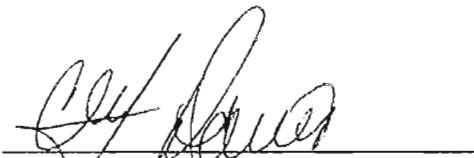
3
4 (3) Employees described in paragraph 1 shall be eligible for family coverage under the
5 NECA/IBEW Family Medical Care Trust Fund Plan 1. Eligibility shall be determined
6 under the provisions of the NECA/IBEW Family Medical Care Trust Fund Plan 1. In
7 addition, when the CE or CW employee attains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

10
11 (4) All Employers employing CE or CW employees are bound by the Participation
12 Agreement between the NECA/IBEW Family Medical Care Trust Fund and NECA. The
13 NECA/IBEW Family Medical Care Trust Fund may terminate this Participation
14 Agreement at any time, in which case contributions may no longer be made to the
15 NECA/IBEW Family Medical Care Trust Fund under this Agreement. The NECA
16 Chapter may terminate the Participation Agreement at any time after the longer of three
17 years following the Effective Date of this Section or the expiration of this collective
18 bargaining agreement by providing written notice to the NECA/IBEW Family Medical
19 Care Trust Fund by certified mail received by the NECA/IBEW Family Medical Care
20 Trust Fund more than 60 days prior to the first of the month for which contributions and
21 payroll deductions would be due for employees under this Agreement absent the
22 termination notice. The Employer shall remain bound to the independent requirements
23 to make contributions under the terms and in the amounts set forth in the then current
24 Participation Agreement even if this collective bargaining agreement has expired.


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

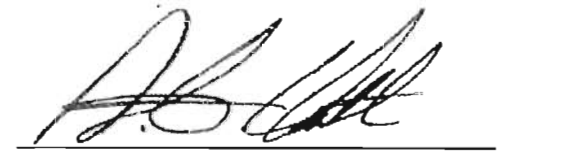
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11 **Signed for the IBEW:**

Signed for NECA:

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14 
15 _____
16 IBEW, LU 48


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18 NECA Chapter Oregon-Columbia

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21 _____
22 IBEW, LU 932


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24 NECA Chapter Oregon Pacific-Cascade
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