

1 **IBEW, NINTH DISTRICT**
2 **MARKET ADVANCEMENT**
3 **MEMORANDUM OF UNDERSTANDING**

4 **Between**
5 **The International Brotherhood of Electrical Workers,**
6 **&**
7 **National Electrical Contractors Association**
8 **July 1, 2010 through June 30, 2013**

9
10 IBEW Local Unions 48, 112, and 280 and the NECA Chapters of Oregon-Columbia,
11 Inland Empire, and Oregon Pacific-Cascade, hereby agree to the following terms and
12 conditions, which shall apply to the IBEW/NECA Inside construction agreements for the
13 geographical jurisdictions of the aforementioned Local Unions, exclusively for the scope
14 of work detailed herein. The geographical area addressed by this Memorandum of
15 Understanding shall be referred to as Region Two (2).

16 **Oregon:**

17 IBEW LU 48: Clackamas, Columbia, Hood River, Multnomah, Sherman, Wasco,
18 Washington, and Yamhill (north of townships: T4S R3W; T4S R4W; T4S R5W and T4S
19 R6W) counties

20 IBEW LU 112: Gilliam, Morrow, and Umatilla counties

21 IBEW LU 280: Benton, Crook, Deschutes, Jefferson, Lane, Linn, Marion, Polk, and
22 Yamhill (Townships: T4S R3W; T4S R4W; T4S R5W and T4S R6W, south)

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24
25 The purpose of this Memorandum of Understanding is to advance the IBEW/NECA
26 market share by organizing the electrical work and workforce in the identified industry

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

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

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16 **EFFECTIVE DATE**

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

24
25 **SCOPE OF WORK**

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

1 grievance, shall be deemed to no longer exist. Any unresolved issues shall be
2 submitted to CIR for adjudication as provided for in the Inside Agreement.

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

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14 Any matter involving changes to Appendix A, B, and/or C will be handled by Region
15 Two (2) LMC.

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

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22 Either party, Labor or Management of the Region Two (2) LMC, desiring to change
23 Appendix A, B, and/or C must provide written notification at least 90 days prior to the
24 expiration date. The nature of the changes must be specified in the notice or no later
25 than the first negotiating meeting unless mutually agreed otherwise. Any unresolved
26 issues arising out of the failure of the parties to negotiate a modification to Appendix A,

1 B, and/or C shall be determined by the appropriate parent organizations, IBEW Ninth
2 District and Western Region NECA.

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

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

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

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

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

9
10 (2) Working assessments and apprenticeship contributions shall be determined
11 Region by Region and specified in Appendix B and shall be paid to the Local
12 Union where the work is being performed.

13
14 (3) All worker classifications working under the Scope of this MOU shall be included
15 under the Portability rules, with the exception of indentured apprentices, who
16 shall continue to be handled in accordance with the JATC Standards.

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

22
23 (5) Any question or dispute concerning the Portability provisions of this
24 Memorandum of Understanding shall be resolved per the grievance / dispute
25 resolution procedure outlined in this MOU.
26

1 be required) and have not passed a Journeyman Wireman's examination
2 given by a duly constituted Inside Construction Local Union of the I.B.E.W.
3 or been certified as a Journeyman Wireman by any Inside Joint
4 Apprenticeship and Training Committee

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6
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**

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

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

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

22 **TRAINING**

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24 The JATC shall be responsible for all training of Construction Electricians.
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1 Nothing in this Memorandum of Understanding is intended to undermine the authority of
2 the Local Union Examining Board as established by the IBEW Constitution, the Local
3 Union Bylaws and Ninth District Policy.

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10 **APPENDIX "A"**

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12 **Market Advancement Scope of Work**
13 **Covered by This Memorandum of Understanding**
14 **For Region Two (2)**

15 **Fast food (Burger King, Burgerville, McDonald's, Taco Bell, Taco Time,**
16 **Wendy's, etc.)**

17 **Fuel dispensing/ Convenience stores**

18 **Small/Med Retail (Strip Malls/Mall TI, etc)**

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

20 **Mixed Use Low/Mid Rise* (4 stories above grade or less)**

21 **Hotel/Motel (Roadside type not to exceed 4 floors)**

22 **Professional Office Buildings** (not to exceed 4 floors)**

23 **Quick stop lubrication centers (Grease Monkey, Jiffy Lube, Oil Can Henry's,**
24 **etc.)**

25 **Restaurant*** (not fast food)**

26 **Residential—single family**

1 Residential—multi-family

2 Drug stores/Pharmacy

3 Service work of any scope is specifically excluded.

4 *Local 48 only

5 **Local 112 only

6 ***Local 112 & 280 only

7 Projects not specifically mentioned above, and not specifically excluded in this

8 MOU, may be added, on a project by project basis, with pre-bid approval from the

9 Business Manager in the jurisdiction where the work is to be performed.

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16 Only a Journeyman Inside Wireman (JIW) with a valid OR State License may be
17 designated as a jobsite foreman, whose wage scale will be as determined per the Inside
18 Agreement.

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

20 Oregon Pacific-Cascade Chapter, NECA
21 1040 Gateway Loop, Suite A
22 Springfield, OR 97477

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

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

24 **Working assessments:** The working assessment shall be paid according to the bylaws
25 of the local union (48/112/280) in whose jurisdiction the work is being performed.
26

1
2 **APPENDIX "B"**

3 **OR Region 2**

4 **Construction Electricians Wages and Fringe Benefits**

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

- 7 Inside Journeymen per the work site Local Inside CBA
8 Inside Journeymen Foreman per the work site Local inside CBA
9 Inside Journeymen General Foreman per the work site Local inside CBA
10 Inside Journeymen Apprentice per the work site Local inside CBA

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

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15 **CE Classifications**

16 **Effective 7.01.10**

17 **(July 01, 2010)**

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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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APPENDIX "C"

HOURS/ WORKING CONDITIONS

No JIW can sign the CE out of work list.

Hours of work shall mirror the Inside Agreement.

Shift language shall mirror the Inside Agreement except shift differential for CE 1 and CE 2 shall be:

Swing: An additional \$1.00/hour

Graveyard: An additional \$2.00/hour

APPENDIX "D"

HEALTH CARE

(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

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.

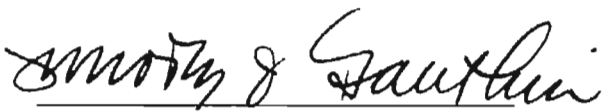
10
11 (4) All Employers employing CE or CW employees are bound by the Participation
12 Agreement between the NECA/IBEW Family Medical Care Trust Fund and NECA. The
13 NECA/IBEW Family Medical Care Trust Fund may terminate this Participation
14 Agreement at any time, in which case contributions may no 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.

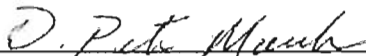
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10 **Signed for the IBEW:**

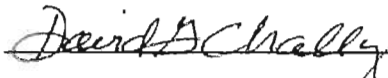
Signed for NECA:

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12 
13 _____
14 IBEW, LU 48
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16




NECA Chapter Oregon-Columbia

17 
18 _____
19 IBEW, LU 112



NECA Chapter Inland Empire

20 
21 _____
22 IBEW, LU 280



NECA Chapter Oregon Pacific-Cascade