

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

IBEW Local Unions: 340 and 401, Greater Sacramento Chapter 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 **East and West Northern Sierra 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, 2023. 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 Northern Nevada and Sacramento Labor-Management Committee, which shall consist of a minimum of two (2) Business Managers and a minimum of two (2) 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 Northern Nevada, Sacramento 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 Northern Nevada, Sacramento 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 Appropriate Trust Administrator.
- 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 I: 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 I: 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 Wiremen 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 in years 2 and 3 shall be determined by the 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.

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: 340 and 401

- All private work

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.

Appendix "B"
Construction Electrician / Construction Wireman
Wage and Fringe Benefits
June 1, 2019
Northern Nevada and Sacramento Counties

The minimum hourly rate of wages 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 & Welfare	NEBF (3% of wages)	LMCT	Training (JATC)	AMF	Total Package
Construction Electrician level 2 (10,001 and above)		30.38	5.50	0.91	0.51	0.85	0.15	38.30
Construction Electrician Level 1 (8,001- 10,000 hrs)	(80%)	24.30	5.50	0.73	0.51	0.85	0.15	32.04
Construction Wireman Step 6 (7,001- 8,000 hrs)	(70%)	21.27	5.50	0.64	0.51	0.85	0.15	28.92
Construction Wireman Step 5 (6,001- 7,000 hrs)	(60%)	18.23	5.50	0.55	0.51	0.85	0.15	25.79
Construction Wireman Step 4 (5,001 - 6,000 hrs)	(55%)	16.71	5.50	0.50	0.51	0.85	0.15	24.22
Construction Wireman Step 3 (4,001 - 5,000 hrs)	(50%)	15.19	5.50	0.46	0.51	0.85	0.15	22.66
Construction Wireman Step 2 (2,001- 4,000 hrs)	(45%)	13.67	5.50	0.41	0.51	0.85	0.15	21.09
Construction Wireman Step 1 (0 - 2,000 hrs)	(40%)	12.15	5.50	0.36	0.51	0.85	0.15	19.52

1. For Local Unions 340 & 401 Health & Welfare (340 WHA plus dental and vision) (401 local Health & Welfare)
2. All trust contributions shall be paid on hours worked.
3. Apprenticeship contributions shall be paid to the Local Union where the work is being performed.
4. Working assessments will be 3% of gross wages and shall be paid to the Local Union where the work is being performed.
5. Mandatory sick leave is applied according to the Inside Construction Agreement where work is being performed.
6. Future increases: **Wages** \$0.50 1-1-2020 & 2021 **LMCT: 340 & 401** \$0.50 1-1-2020 & 2021
7. LMCT (Includes \$.01 for NLMCT)

APPENDIX "C"
Hours and Working Conditions

Work Pay/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.

Shiftwork:

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.

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.

Signed for the Local Unions:

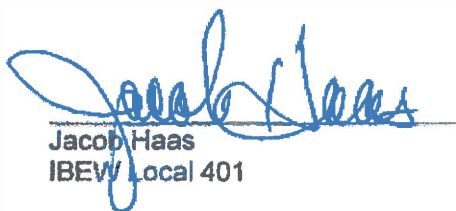
Signed for the NECA Chapters



Robert D. Ward
IBEW Local 340



Fran McDermott
NECA, Greater Sacramento Chapter



Jacob Haas
IBEW Local 401

SACRAMENTO AREA ELECTRICAL WORKERS TRUST FUNDS

P.O. Box 5057, San Jose, CA 95150-5057 • (408) 288-4400 • (800) 541-8059

DATE: May 28, 2019

TO: All Electrical Worker Employers
with Construction Electrician/Construction Wireman (CE/CW)
Contributions

FROM: Trust Fund Office

RE: Change in Health and Welfare Administrators, June 1, 2019

Effective with May 2019 hours paid in June 2019, the Health and Welfare benefits for CE/CW employees will be administered by the Sacramento Electrical Workers Health and Welfare Plan.

Please update your records to include CE/CW Health and Welfare contributions with your check on your NECA-STAR Monthly Fringe Benefit Report beginning with May 2019 hours paid in June 2019. *Health & Welfare contributions that are sent to the previous administrator will result in delayed insurance eligibility for the employee(s).*

Payment should be made payable and sent to:

SAEW Trust Fund
P. O. Box 39291 Dept. 6423
Los Angeles, CA 90039-0291

Please feel free to contact the Trust Fund Office should you have questions.

Thank you!

Cc: Bob Ward
Fran McDermott

Northern Nevada Electrical Workers Trust Funds

Administrative Office

445 Apple Street • P.O. Box 11337 • Reno, Nevada 89510
(775) 826-7200

May 28, 2019

To: All Electrical Worker Employers
with Construction Electrician/Construction Wireman (CE/CW) Contributions

From: Trust Fund Office

Re: Change in Health and Welfare Administrators July 1, 2019

Effective with June 2019 hours paid in July 2019, the health and welfare benefit for CE/CW employees will be administered by the Electrical Workers Health & Welfare Plan for Northern Nevada.

Please update your records to include CE/CW health and welfare contributions with Check #3 on your NECA-STAR Monthly Fringe Benefit Report beginning with June 2019 hours paid in July 2019. Health and welfare contributions that are sent to the previous administrator will result in delayed insurance eligibility for the employee(s).

Payment should be made payable and sent to:

Northern Nevada Electrical Workers

Trust Fund Office

445 Apple Street, Suite 109

Reno, NV 89502

Please feel free to contact the Trust Fund Office should you have questions.