

ALAMEDA COUNTY

INSIDE CONSTRUCTION AGREEMENT

BETWEEN

**ALAMEDA COUNTY BRANCH
NORTHERN CALIFORNIA CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION**

&

**LOCAL UNION 595,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

EFFECTIVE

June 1, 2019, through May 31, 2023

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MASTHEAD

Agreement by and between the Northern California Chapter of the National Electrical Contractors Association (NECA), Alameda County Branch, and Local Union No. 595, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term “Chapter” shall mean the Northern California Chapter, Alameda County Branch, NECA, Inc., and the term “Union” shall mean Local Union No. 595, IBEW.

The term “Employer” shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the beneficial relationship between the Employer, the Union and the public. Progress in industry demands a mutuality of confidence between the Employer and the Union.

The Union recognizes the desirability of dealing with reputable and stable Employers. The Employer recognizes the responsibility of supplying the public with services performed by experienced personnel who can effectively install, service and maintain electrical installations in an efficient and safe manner prescribed by the National Fire Protection Association (NFPA), federal, state and local laws and ordinances.

The Employer finds it economically impossible to maintain or recruit his manpower requirements for the intermittent and temporary character of the work inherent in the Building Trades Industry. Therefore, the Employer desires to avail him/herself of a proven method of securing trained personnel on short notice and requests the Union to assist him/her in meeting this public responsibility. All will benefit by continuous peace by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promise and agreements herein contained, the parties hereto agree as follows.

No employee covered by the provisions of the Agreement will be discriminated against on the basis of his or her race, color, sex, gender identification, sexual orientation, marital status, religion, age, national origin or ancestry, with regard to hiring, promotion, termination, or any other term or condition of employment. The intent and purpose of this Section is to meet the spirit and letter of all federal and state laws, regulations and executive orders that deal with equal employment.

ARTICLE I

Effective Date – Termination – Amendments – Disputes

Effective Date

Section 1 [1.01]

This Agreement shall take effect June 1, 2019, and shall remain in effect until May 31, 2023, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

Changes, Termination and Arbitration

Section 2 [1.02]

Subsection (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

Subsection (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

Subsection (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

Subsection (d) In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR), either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

Subsection (e) By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, may jointly, with the Union, submit the unresolved issues to the Council on Industrial Relations for adjudication. Such unresolved issues shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

Subsection (f) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

Subsection (g) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Amendment by Mutual Consent

Section 3 [1.03]

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Grievances – Disputes

Section 4 [1.04]

During the term of this Agreement, there shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Composition of Labor-Management Committee

Section 5 [1.05]

There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

First Step of Grievance Procedure

Section 6 [1.06]

All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Decision of Labor-Management Committee

Section 7 [1.07]

All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Arbitration

Section 8 [1.08]

Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Status Quo

Section 9 [1.09]

When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Grievance Procedure

Section 10 [1.10]

Employee grievances brought pursuant to this Agreement will not be considered timely unless the Employer receives notice of such claim within thirty (30) days of the date the alleged violation of the Agreement occurred or within thirty (30) days of the date by which the employee could have been reasonably expected to make such a claim, whichever occurs later. The terms of this Section will have no application to, and in no way affect, the right of the Trustees of fringe benefit plans, which exist pursuant to this Agreement, to proceed against delinquent Employers. It is the intent of the parties that the Trustees of said funds shall in no way be limited by this Section.

ARTICLE II

Employer Rights – Union Rights

Employer Qualifications

Section 1 [2.01]

Subsection (a) Certain qualifications, knowledge, experience, and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements and employing at least one Journeyman Wireman. Such Employer must be in possession of a valid state license as an Electrical Contractor and shall employ at least one Journeyman regularly.

Subsection (b) To provide the Union with more flexibility in organizing non-signatory employers, electrical contractors who presently have no additional electrician employees shall be eligible to sign the Agreement. This provision does not excuse the Employers from any of the other requirements in Subsection (a) above. The Union and the Association will jointly develop monitoring, reporting and control procedures to assure the other union Employers that the “single employers” are paying all costs under the Agreement and complying with all specified terms and conditions.

Management Rights

Section 2 [2.02]

The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union’s geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer’s and/or owner’s rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Foreman Call-Out By Name

Section 3 [2.03]

The Employer shall have the right to call a Foreman by name provided:

- a. The Employee has not quit or been terminated for cause from his previous employer within the past 30 days.
- b. The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the highest priority group.
- c. When an Employee is called as a Foreman, he must remain as a Foreman for 1,000 hours or must receive a reduction in workforce.
- d. The employee must have completed a Labor Studies class, a NECA Foreman Training class, an OSHA-10 class, and have current first aid and CPR certification.
- e. Except for books, all NECA or JATC sponsored classes shall be offered at no cost to the employee.

Worker's Compensation Insurance

Section 4 [2.04]

For all employees covered by this Agreement the Employer shall carry Worker's Compensation Insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of the State, and shall furnish satisfactory proof of such to the Union. He shall also make payments to the California Unemployment Compensation Commission for all employees covered by the terms of this Agreement.

Favored Nations Clause

Section 5 [2.05]

The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 6 [2.06]

Any special terms, conditions or amendments provided for a specific marketing need as agreed by the parties may be implemented in accordance with established procedures negotiated between the Employer and the Union not in conflict with IBEW policies. To the extent feasible within time constraints, such terms, conditions or amendments shall be made available to all signatory Employers with an interest or involvement in the specific job in question as defined above. In no event shall terms, conditions or amendments, referred to herein, constitute an action subject to or invoking the Favored Nations Clause in the Agreement.

Manpower Portability

Section 7 [2.07]

An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Designated Management Worker

Section 8 [2.08]

Subsection (a) Each Employer may designate up to one (1) management representative ("DMW"), who may be either an owner or an employee, to "work with the tools." The DMW shall not be subject to the referral procedure but shall comply with all working hours and conditions of the Agreement for all covered work subject to the following specific provisions:

1. Out-of-area contractors may utilize such a DMW or an employee referred through other Local IBEW referral procedures under the provisions of Article II, Section 8 of the Agreement but shall pay fringe contributions on DMW hours on the same basis as employee hours.

2. A signatory Employer shall be permitted to utilize a DMW provided that the Employer maintains on a full-time basis at least one (1) employee referred under the Agreement.
3. Unless the DMW is a proprietor, partner, or principal operating officer of a signatory company, the Union security provisions of the contract shall apply.
4. The DMW of an Employer with a permanent place of business within the jurisdiction of this Agreement shall be paid wages and fringe contributions in accordance with the Agreement.
5. Each DMW must be registered with the Union prior to the performance of any work under the Agreement.
6. A DMW must have been on the Employer's "non-field" payroll for at least ninety- (90) days prior to being assigned to perform work under the Agreement.

Subsection (b) The provisions of this Section may be reopened at any time by mutual consent, or unilaterally on the first of any month, upon thirty (30) days' advance written notice to the other party.

Avoidance of the intent of this Section shall not be permitted by the pretense of ownership of the business by an immediate member of the family.

Contractor Eligibility

Section 9 [2.09]

Employees subject to this Agreement except those meeting the requirements of "Employer," as defined herein, shall not contract for any electrical work.

Employees subject to this Agreement who may become Electrical Contractors shall do no work as Journeymen or as Apprentices, except in case of emergency for the protection of life or property. Avoidance of the intent of this Section shall not be permitted by the pretense of ownership of the business by an immediate member of the family. This is subject to provisions of Article II, Section 8.

Loaning of Men

Section 10 [2.10]

Employers shall not loan their employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skill are not available under the referral procedure.

Stewards

Section 11 [2.11]

Subsection (a) The Union shall have the right to appoint a steward at any shop or on any job where workers are employed under the terms of this Agreement. Such stewards shall be appointed from the employees of the individual Employer and shall see that this Agreement and working conditions are observed, and he/she shall be allowed sufficient time to perform these duties during regular working hours.

Subsection (b) The Business Manager shall notify the Employer of the appointment of the steward.

Subsection (c) The Employer shall notify the Union at least twenty-four (24) hours in advance of the termination, layoff or discharge of a steward, except where terminated for cause.

Subsection (d) Under no circumstances shall any Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement.

Code of Excellence Steward

Subsection (e) A Code of Excellence Steward shall be retained on the job and shall not be dismissed until the job reaches a minimum of four (4) employees, except where terminated for cause. A Code of Excellence Steward can only be assigned on a project that was designated as such prior to construction start.

Union Access to Work Site

Section 12 [2.12]

The representative of the Union shall be allowed access to any shop or job at any reasonable time where workers are employed under the terms of this Agreement provided he/she first reports to the Employer's main office.

Picket Lines

Section 13 [2.13]

Subsection (a) It shall not be considered a violation of this Agreement nor shall the Employer discharge any worker if he/she recognizes another labor organization's bona fide picket line which is sanctioned by the Local Central Labor Council, the Building Trades Council or the International Office of the craft involved. The Union will notify the Employer as soon as possible if an organization secures such sanction.

Subsection (b) Should workers leave a job where a recognized picket line is sanctioned by the Central Labor Council, the Building Trades Council or the International Office of the craft involved, such workers shall carefully put away all tools, material and equipment or other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer by members of the Union for neglect in carrying out this provision, but only when a safe place is provided for such property by the Employer, and provided further that reasonable time be allowed the Employer to provide such safe place.

Employee Furnished Tools

Section 14 [2.14]

Subsection (a) The minimum Journeyman's tool kit shall consist of the following:

Belt	1	
Chisels	1	Cold (1/2 inch)
	1	Wood (3/4 inch)
File	1	1/2 round (10 inches)
	1	10 inch smooth
Flashlight	1	
Hammer	1	Straight Claw

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Level	1	Torpedo
Pliers	2	Channel Locks
	1	Side Cutters (8 inch)
	1	Diagonal Cutters (6 inch)
	1	Long Nose
Plumb Bob	1	6 ounce
Punch	1	Center
Reference Book	1	Latest National Electrical Code
Rule	1	Minimum 16 foot retractable tape rule
Saw	1	12 inch Hacksaw
	1	Keyhole
Screwdriver	1 EA	Blade – 2 ½, 5, and 8 inch
	1	Offset
	1 EA	Phillips – small, medium, and large
	1	Phillips – Offset
Shears	1	Airplane
Square	1	Combination (12 inch)
Socket Set	1	3/8 inch Drive Deep Socket Set with ratchet – 3/8" to 7/8"
Storage	1	Tool Box, or bag, or tote
	1	Personal Lock
Testers	1	Voltage
	1	Multi-Meter
Tool Pouch	1	
Wire Strippers	1	Wire Strippers
	1	Pocket Knife
Wrenches	1	Allen (set of 5)
	1	Chain Tongs
	2	Crescent – Adjustable (6 & 10 inch)
	1	Tap (up to 1/4 inch)
	1 SET	Open End Wrenches (1/4 inch to 9/16 inch)

Subsection (b) The Joint Apprenticeship and Training Committee shall determine the tool list for Apprentices.

Subsection (c) When tools are not supplied by the Employer, Journeyman Wireman Cable Splicers shall be allowed Six Dollars (\$6.00) per day for the use of their own tools in the performance of an Employer's work involving splicing only.

Subsection (d) No worker shall furnish stocks, dies, Stillson wrenches over fourteen inches (14") long, hack saw blades, fish tapes, wood bits, hickies, rotary cutters, taps, twist drills, acetylene torch, or portable electric tools either battery powered or cord connected.

Subsection (e) The Employer shall furnish all other necessary tools or equipment. Workers shall be held responsible for tools or equipment issued to them provided the Employer furnishes the necessary locker, tool boxes, or other safe places for storage.

Employer Furnished Tools

Section 15 [2.15]

Subsection (a) The Employer shall provide a suitable safe place or locker box on all jobs where employees may keep their tools. On all other jobs where provisions are not made for the employee's tools, the job shall operate on a shop to job, job to job and job to shop basis.

Subsection (b) The Employer shall be financially responsible in an amount not to exceed one thousand dollars (\$1,000) for the loss of an employee's tools and/or tool box by fire or theft where substantial evidence of loss is established, providing that at the time of loss said tools were placed and locked (when provision is made therefore) within the "suitable safe place or locker box" as provided by the Employer. When the Employer does not provide a locked safe building, room or tool shed or a job box for the storage of the employee's tools, and when the tools are in the care, control and custody of the Employer or his representative, the Employer shall be responsible for the complete replacement of the employee's tools to the extent as covered above. The Employer shall not be responsible for individual tools removed or missing from an employee's unlocked toolbox. In effecting reimbursement for loss, the contractor may limit reimbursement for items purchased to replace items lost by fire or theft to the amounts shown on receipts submitted by the employee for items. The employee of such loss must submit demand for reimbursement including receipts to the Employer within ten (10) days from the date of knowledge. The Employer shall effect such reimbursement within four (4) working days of submittal of such claim of tools lost by fire or theft and submittal of receipts.

IBEW Label – Tools and Equipment

Section 16 [2.16]

The policy of the Local Union and its members is to promote the use of materials and equipment manufactured, processed and repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers, to the extent lawful and proper.

Union Security

Section 17 [2.17]

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or effective date of this Agreement, whichever is later.

Union Cancellation of Agreement

Section 18 [2.18]

The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Rebate of Wages

Section 19 [2.19]

No Employer, or worker, or their agents shall give or accept directly or indirectly any rebate of wages. No Employer shall directly or indirectly, or by any subterfuge, sublet or contract with any worker any or all of the labor services required by such contract of such Employer, or make piecework arrangements with any worker. Any Employer found to have violated these provisions by the joint Labor-Management Committee shall be subject to having this Agreement terminated upon written notice thereof being given by the Union.

Lay-Off – Discharge Notification

Section 20 [2.20]

Whenever any employee covered by this Agreement is discharged, laid off, or quits, the Employer of such employee shall notify the office of the Business Manager of the Union in writing, on a form to be provided by the Union, within 24 hours, Saturdays and Sundays excluded. The Employee shall be given a termination slip immediately upon termination. The termination slip shall be completed, stating the reason for the termination.

Probationary Period

Section 21 [2.21]

The first 2,000 hours of on-the-job-training (OJT) and 160 hours of related supplemental instruction (RSI) for an apprentice shall be considered as a probationary period. During the probationary period, an apprentice's Indenture Agreement may be cancelled for any reason by the decision of the JATC as stipulated in the registered standards.

Training Facility Fund

Section 22 [2.22]

(a) All Employers shall contribute forty cents (\$0.40) per hour for each hour worked by each employee covered under this Agreement; in addition, forty cents (\$0.40) per hour for each hour worked by each employee covered under this Agreement shall be redirected from their wage; for a total of eighty cents (\$0.80) to the Alameda County Electrical Workers Training Facility Fund (TFF) for the purpose of

financing the new training facility. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust. A separate jointly administered account shall be established to receive and account for these monies.

(b) When all indebtedness related to the purchase of the facility has been retired, the sum set forth in paragraph (a) above, shall end and the monies allocated as follows:

1) The Employer contribution shall be reduced by forty cents (\$0.40) per hour for each hour worked by each employee covered under this Agreement.

2) In addition, forty cents (\$0.40) per hour for each hour worked by each employee covered under this Agreement shall be returned to the employee's wage.

Harassment Language

Section 23 [2.23]

The parties to this Agreement are committed to maintaining a work environment that is free of unlawful harassment. In keeping with this commitment, harassment of applicants or employees by anyone, including managers, supervisors or any individual working under this Agreement will be considered a violation of this Agreement and will subject that individual to disciplinary action, up to and including termination, and such behavior shall be deemed to be "proper cause" for discharge.

Harassment consists of unwelcome conduct, whether verbal, physical or visual, toward an individual based on sex, color, race, ancestry, religion, national origin, age, physical or mental disability, medical condition, veteran status, citizenship status, marital status, or other protected group status.

ARTICLE III

Hours – Wage Payment – Apprentices – Working Conditions

Workday and Workweek

Section 1 [3.01]

Eight (8) hours work between the hours of 7:00 a.m. and 4:30 p.m., with thirty- (30) minutes for lunch period between 12:00 p.m. and 12:30 p.m., shall constitute the workday. Five (5) such days, Monday through Friday, shall constitute the workweek. Starting times may be varied by no more than one (1) hour by mutual consent of the parties.

Overtime, Holidays & Off-Days

Section 2 [3.02]

Subsection (a) Overtime for two (2) hours each workday, Monday through Friday, after the completion of the regular working hours, will be paid at time and one-half (1-1/2) the regular straight time rate. All other work performed outside of the regularly scheduled working hours and work on Saturdays, Sundays, and the following holidays: Martin Luther King, Jr. Day, New Year's Day, Washington's Birthday (Presidents' Day), Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day, or days celebrated as such, shall be paid for at double the straight time rate of pay. Should any of the above named holidays fall on Saturday or Sunday, the Friday before or the following Monday shall be observed as the holiday. No compensation for sick leave, personal time off, vacation,

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and/or holidays shall be required except as stipulated in this Agreement. This includes waiver of California Labor Code Sections 245-249 and Oakland Municipal Code Sections 2.28.030(B) and 5.92.030.¹

Subsection (b) When a worker has worked six (6) hours or more immediately previous to starting the regular workday, he/she shall receive the overtime rate until relieved from duty.

Subsection (c) When overtime is worked on any such job in progress, workers from other jobs shall not be brought in to work on overtime until all qualified workers on the job have been offered the opportunity.

Subsection (d) Any worker called for work outside of the regular working hours on jobs in progress shall receive a minimum of two (2) hours' pay at the double time rate.

Subsection (e) On all overtime and regular workdays where workers are required to work during the regular lunch period, they shall receive the overtime rate for such period and shall be granted a thirty (30) minute lunch break as soon as practical thereafter with pay at straight time.

Subsection (f) When workers are required by the Employer to continue to work beyond one (1) hour after the scheduled quitting time, they shall receive a one-half (1/2) hour lunch period, with pay, after the first two (2) hours of overtime worked when such overtime work is required beyond such two (2) hour period, and another one-half (1/2) hour lunch period, with pay, after each additional four (4) hours of overtime worked when overtime is required beyond such four (4) hour period.

Example: An employee starts work at 7:00 AM and is required to work until 11:30 PM of that same day. Overtime pay begins at 3:30 PM. At 5:30 PM, the employee has a one-half hour paid lunch period from 5:30 PM to 6:00 PM. The employee works until 10:00 PM, at which time a paid lunch period from 10:00 PM to 10:30 PM is taken. The employee then completes the required overtime at 11:30 PM. The total hours of paid overtime is eight (8) hours.

Subsection (g) Where unscheduled overtime is announced after the lunch break there shall be an opportunity to place a personal phone call prior to the start of the overtime shift.

Subsection (h) Designated Off-Days – Four (4) days of each year will be selected by the Union as designated “Off-Days.” Off-Days shall be paid at time and one-half (1-1/2) the straight time rate.

Subsection (i) Noted below is a calendar of holidays for the term of this Agreement. Designated “Off-Days,” which are not holidays under this Agreement, will be as published annually by the Chapter and the Union.

<u>Holidays</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
New Year's Day		1/1	1/1	12/31/21*	1/2*
Martin Luther King, Jr. Day		1/20	1/18	1/17	1/16
Designated Off-Day		2/14	2/12	2/18	2/17
Presidents' Day		2/17	2/15	2/21	2/20

¹ Labor and Management signed an MOU further clarifying Section 3.02, subsection (a).

Alameda County Inside Construction Agreement
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Designated Off-Day		5/22	5/28	5/27	5/26
Memorial Day		5/25	5/31	5/30	5/29
Designated Off-Day	7/5	7/6	7/2	7/1	
Fourth of July	7/4	7/3*	7/5*	7/4	
Designated Off-Day	8/30	9/4	9/3	9/2	
Labor Day	9/2	9/7	9/6	9/5	
Thanksgiving Day	11/28	11/26	11/25	11/24	
Day after Thanksgiving	11/29	11/27	11/26	11/25	
Christmas Eve	12/24	12/24	12/24	12/23*	
Christmas Day	12/25	12/25	12/24*	12/26*	

*** Dates shown are the observed holidays per Section 3.02(a) of this Agreement.**

Veteran’s Day

Section 3 [3.03]

It shall not be considered a violation of this Agreement nor shall the Employer discharge any worker if he/she recognizes Veteran’s Day.

Labor Day

Section 4 [3.04]

No work shall be performed on Labor Day, except in case of emergency, and then only after the Business Manager of the Union grants permission.

Payment of Wages

Section 5 [3.05]

Subsection (a) Wages shall be paid on Wednesday of each week with the payroll period ending Sunday evening at 12:00 a.m. (midnight). In a case where wages are not paid on time, the employer shall have seventy-two (72) hours to correct the violation, when notified by an employee. After seventy-two (72) hours, subsection (h) applies. The Employer shall pay wages on the job or allow employees sufficient time to reach the shop on payday before the close of working hours. However, when Monday, Tuesday or Wednesday is celebrated as a Holiday/Off-Day, the Employer shall have one (1) additional day to prepare the payroll and deliver the paychecks to the employees.

Subsection (b) Any worker discharged for cause by the Employer shall be paid all his wages immediately.

Subsection (c) Any employee being laid off, permanently, after having worked less than four (4) hours shall receive pay for four (4) hours, and if laid off after working more than four (4) hours but less than eight (8) hours, he/she shall receive pay for eight (8) hours.

Subsection (d) In case of layoff, the employee shall be notified one (1) hour in advance of regular quitting time and be paid in full and released one-half (1/2) hour in advance of regular quitting time. In the event he/she is not paid off, waiting time at the regular rate shall be charged until payment is made, see subsection (h).

Subsection (e) Workers shall be allowed sufficient time during working hours to arrange to have their time reported into the office of the Employer.

Subsection (f) Employees may voluntarily participate in direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice.

Subsection (g) A check stub for the direct deposit indicating all withholding reporting must be provided to the employee in accordance with California state law.

Subsection (h) Waiting time shall be paid, except in cases where the Employer or his representative is detained due to circumstances beyond his control, or an error in the amount of pay is due to clerical error, provided workers have turned in approved time reports, as required, to their Employers.

(1) For the purpose of this Section, waiting time shall be limited to the following hours:

- a. 7:00 AM to 3:30 PM, for a maximum of eight (8) hours, for each succeeding regular workday, excluding Saturdays, Sundays and Holidays. Except when overtime was regularly scheduled including on Saturday, Sundays and Holidays.
- b. Any time spent waiting for pay during the regular working hours shall be charged at the regular rate until payment is made.
- c. Tender of such waiting time pay either to the Union Business Office or to the employee shall terminate any further waiting time.

Rates of Pay

Section 6 [3.06]

Effective June 1, 2019, the wage package is increased \$4.12 per hour (as reflected in Appendix A) with additional increases of \$4.35 effective June 1, 2020, \$4.65 effective June 1, 2021, and \$4.75 effective June 1, 2022. The Union shall send notice to the Employer, at least sixty- (60) days prior to the effective date of any increase, of the allocation it desires as respects such increases.

The minimum hourly rate of wages (including vacation) shall be as reflected in Appendix A.

Apprentices shall receive all fringe benefits, pursuant to Appendix A, except in the area of pension fund participation. The first year Apprentice shall receive NEBF, and for all subsequent periods the Apprentice shall receive a Local Pension contribution in proportion to his/her wage rate percentage.

General Foreman, Foreman, Cable Splicer, Certified Welder and Apprentice rates shall be adjusted to maintain existing percentage differentials from the Journeyman rates, provided that no Employer shall be required to make any pension contribution in excess of the maximum permitted by law.

Reporting Direct to Job

Section 7 [3.07]

Subsection (a) The following rules apply when workers are ordered to report directly to a job in their own transportation and put in eight (8) hours on the job.

Subsection (b) Travel expense payments shall either be made by separate check or be itemized separately on the employee's check stub.

Subsection (c) On all jobs requiring the employees to remain away from home overnight, the Employer will furnish board and lodging and other necessary expenses with one hundred dollars (\$100.00) per day, per man, except where adequate subsistence or lodging is furnished by the Employer. The Employer may elect to pay full expenses over weekends or furnish transportation to and from the employee's home base.

Subsistence is defined as reimbursement for food, lodging and living expense out of town and is not a wage or reimbursement for time spent going to or from the job site.

Travel Time

Section 8 [3.08]

Subsection (a) Wages shall be paid for all time going from the shop to the job, the job to the shop, and from job to job, and when reporting from Union Hall and back when laid off.

Subsection (b) Carrying Employer's tools and material to or from the job is considered as working, and no workers shall carry Employer's tools or materials outside of working hours. When workers use own conveyances to report to a job site as provided for in this Section, such workers shall not be permitted to carry any Employer's tools, equipment and/or materials. The Employer shall provide all transportation for such tools, equipment and/or materials.

Subsection (c) Worker shall transport (carry) his own personal tools at all times. However, in instances where worker does not have his own transportation (vehicle), then the Employer shall transport worker's tools to and from shop and job or job to job.

Subsection (d) Any vehicle in regular use by the Employer for the delivery of workers, tools and equipment shall have the firm name permanently and prominently displayed on both sides of the vehicle, except where the display at the job site is specifically prohibited by awarding authorities. The requirement that the firm name be prominently and permanently displayed on any vehicle shall not require the firm name to be permanently displayed on any short term rental vehicle nor upon any vehicle of the Employer used primarily for delivery purposes. On such exempted vehicles, there shall be a temporary sign showing the firm name prominently displayed on both sides of the vehicle when it is used in the delivery of workers, tools and equipment.

Subsection (e) The Employer shall supply the Union with license numbers of any vehicles for which a temporary sign suffices pursuant to this provision. In the event an emergency arises and a vehicle is temporarily used for transporting workers, tools or equipment and it is not feasible to so notify the Union prior to its use, the Employer on the succeeding workday shall notify the Union of the vehicle so used, the job site requiring such use and the nature of the emergency.

Subsection (f) All sign lettering of the firm's name shall be of minimum letter size, two inches (2") high by one and one-quarter inches (1-1/4") wide with a one quarter inch (1/4") letter face.

Use of Employee Vehicle

Section 9 [3.09]

No worker shall use his automobile in any manner detrimental to the best interest of other workers, nor shall any worker use his automobile to transport the Employer's tools or material.

Whenever a worker is ordered by his Employer to report to another job or to the shop during the workday, then the Employer shall pay the worker vehicle mileage at the IRS allowable rate for reimbursement per mile – point to point – when the worker furnishes his own vehicle.

Deductions

Section 10 [3.10]

Subsection (a) In the event any employee signs a dues and uniform assessments deduction authorization form and delivers such form to the Plan Manager having custody of vacation accounts, no rule, regulation, practice, policy or procedure of any committee or Employer shall interfere with the right of the Plan Manager to transmit funds pursuant to the terms of the authorized form.

Subsection (b) In the event any employee signs a credit union assignment authorization form and delivers such form to the Plan Manager having custody of vacation accounts, no rule, regulation, practice, policy or procedure of any committee or Employer shall interfere with the right of the Plan Manager to transmit funds pursuant to the terms of the authorized form.

Subsection (c) A political action committee deduction is also permissible provided the employee executes the proper authorization.

Foreman/General Foreman Ratio

Section 11 [3.11]

Subsection (a) Any job on which three (3) or more workers are employed shall require a Foreman. A Foreman shall supervise not more than nine (9) workers including him/herself. On any job on which ten (10) or more workers are employed, one (1) such worker shall be designated the General Foreman. For each additional ten (10) workers or majority fraction (which is five) thereof, an additional Foreman shall be required.

Subsection (b) No worker shall be allowed to supervise work as General Foreman or Foreman on more than one (1) job at a time.

Show Up Pay

Section 12 [3.12]

Subsection (a) When workers are directed to report on a job and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours' pay unless notified at least one hour prior to their normal start time, provided there is a reasonable means of communication available, and provided further that the workers communicate with the Employer before leaving the job.

Subsection (b) Any man reporting for work and being laid off, not having been notified the day previous of such layoff, shall receive not less than four (4) hours' wages unless discharged for just cause.

Shift Work

Section 13 [3.13]

When so elected by the contractor, multiple shifts of a least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the “swing shift” shall receive eight (8) hours’ pay at the regular hourly rate plus 10% for seven and one-half (7-1/2) hours’ work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the “graveyard shift” shall receive eight (8) hours’ pay at the regular hourly rate plus 15% for seven (7) hours’ work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the “shift” hourly rate.

There shall be no pyramiding of overtime rates, and double the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Shift Work – Hourly Rate of Pay

Section 14 [3.14]

(a) When employees work less than seven and one-half hours (7.5) on a second shift (swing shift) per Article III, Section 13, the following formulae shall be used to calculate the hourly compensation rate:

(Regular hourly rate times 1.1) times 8 hours divided by 7.5 hours equals the hourly swing shift rate.
[Example: $(\$57.30 \times 1.1) \times 8 \text{ hours} / 7.5 \text{ hours} = \67.23 hourly swing shift rate]

(b) When employees work less than seven hours (7.0) on a third shift (graveyard shift) per Article III, Section 13, the following formulae shall be used to calculate the hourly compensation rate:

(Regular hourly rate times 1.15) times 8 hours divided by 7 hours equals the hourly graveyard shift rate.
[Example: $(\$57.30 \times 1.15) \times 8 / 7 \text{ hours} = \75.31 hourly graveyard shift rate.]

Fringe Benefits for 2nd and 3rd Shift

Section 15 [3.15]

Fringe benefit contributions for the 2nd and 3rd shifts as set forth in Article III, Section 13 shall be based on eight (8) hours.

Benefit Contributions shall be calculated for both swing shift and graveyard shift in the manner described above. For example, for hourly benefits on 2nd (swing) shift, the rate will be: (Regular hourly benefit contribution rate) times 8 hours divided by 7.5 equals the hourly benefit 2nd (swing) shift rate. [Example: $(\$17.41 \text{ health and welfare}) \times 8 \text{ hours} / 7.5 \text{ hours} = \18.57 hourly benefit swing shift rate. For the 3rd (graveyard) shift, the formulae used would be $(\$17.41 \text{ health and welfare}) \times 8 \text{ hours} / 7 \text{ hours} = \19.90 hourly benefit 3rd (graveyard) shift rate.]

High Time Rate of Pay

Section 16 [3.16]

Employees shall be paid at the rate of time and one-half their normal rate of pay when working at or climbing to height in excess of sixty (60) feet on unguarded scaffolds, boatswain’s chairs, unguarded ladders or poles or the outside of towers. If the height exceeds ninety- (90) feet, employees shall be paid double their normal rate of pay. All such pay shall be for a minimum of one (1) hour.

Scope of Work

Section 17 [3.17]

Workers employed under the terms of this Agreement shall do all electrical construction, installation, maintenance and running tests of systems involving:

- electrical lighting,
- heat,
- power and control,
- air conditioning,
- computer floor cable and connections,
- power generating,
- under carpet raceway and electrified furniture partitions,
- electrified crane and trolleys,
- heat tracing,
- life safety and emergency,
- programmable controllers,
- UPS and clean power,
- high voltage distribution,
- instrumentation,
- conveyors and robotics including floor antenna wiring,
- street lighting,
- traffic signals,
- welding related to support structures,
- grounding and grids,
- bus duct, gutters, cable tray and supports,
- photovoltaics
- all raceways (including underground conduits, duct bank and all supports).

This shall include all temporary electrical maintenance of pumps, fans, blowers, and other electrical equipment, installation or erection work in new buildings in the course of construction and in old buildings undergoing alterations, and in subways, tunnels and bridges.

Residential

Section 18 [3.18]

When work is performed on any job involving single family or multiple family housing units four (4) stories or less above grade, the following special terms and conditions shall prevail:

- (a) The regular workweek shall consist of forty- (40) hours, Monday through Friday;
- (b) All overtime Monday through Saturday shall be time and one-half the straight time hourly wage rate.

Maintenance, Service and Repair

Section 19 [3.19]

In order to provide the Employer with the flexibility needed to meet marketing needs, special terms and conditions will apply on any job involving maintenance, emergency services or repair work, or any combination thereof, at a specific residential or commercial location and which does not exceed forty (40) man-hours, as follows:

- (a) The regular workweek shall consist of forty- (40) hours, Monday through Friday or Tuesday through Saturday;
- (b) The regular workday shall consist of eight (8) hours between 6:00 a.m. and 6:00 p.m. to be determined by the Employer on a job-to-job basis;
- (c) The overtime rate of pay shall be one and one-half (1-1/2) times the regular rate of pay for the first two (2) hours of any regular workday and on Saturday when Saturday constitutes the sixth (6th) day worked in any workweek;
- (d) When “shift work” is performed pursuant to Article III, Section 13 of the Agreement, such may be done, at the option of the Employer, for a minimum of one (1) day duration.

Small Jobs

Section 20 [3.20]

In order to provide the Employer with the flexibility needed to meet marketing needs, special terms and conditions will apply when work is performed on any job of seven hundred and fifty (750) man-hours or less, and which is not otherwise covered by any other provision in this Agreement, as follows:

- (a) The overtime rate of pay shall be one and one-half (1-1/2) times the regular rate of pay for the first two (2) hours of any regular workday;
- (b) The regular workweek shall consist of forty- (40) hours, Monday through Friday;
- (c) When “shift work” is performed pursuant to Article III, Section 13 of this Agreement, such may be done, at the option of the Employer, for a minimum of one (1) day duration.

Special Customer Needs

Section 21 [3.21]

Subsection (a) To provide additional flexibility in meeting the customer’s needs, the second shift may be started between the end of the first shift and 7:00 p.m., and any shift work commenced after 7:00 p.m. shall be the third shift.

Subsection (b) To allow for accelerated work schedules or shifts which are compatible with the customer’s needs, a work week consisting of four (4) consecutive ten (10) hour days may be worked at straight time the hourly rate between the hours of 7:00 AM and 6:00 PM, Monday through Thursday, with one half (1/2) hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight (8) hours must be scheduled and paid at the straight time rate. All overtime shall be paid at two times the regular rate of pay. The Union shall be notified of such need, prior to the shift commencing.

Occupied Premises

Section 22 [3.22]

Subsection (a) When work (remodel, repair, maintenance) is performed in or on occupied premises and the employee works after his regularly scheduled shift on a regular workday, the overtime rate for the first two (2) hours immediately following the defined workday, or any part thereof, shall be one and one-half times the regular rate, provided three (3) or less employees are employed by the Employer at the job site, and provided further that no other building trades employees are working at the job site during such overtime and receiving double time.

Subsection (b) The application of this clause shall be limited to a period of two (2) consecutive weeks on a particular job site for the contractor utilizing it. If this clause is used for a period of two (2) calendar weeks, then there shall be a minimum break of two (2) consecutive calendar weeks before that contractor on that job can again apply it.

Subsection (c) It is the intent of the parties that this clause shall not be applied on a cyclical basis on an ongoing project.

Prevailing Wage Projects

Section 23 [3.23]

When work performed on Public Works is subject to prevailing wages, terms and conditions pursuant to applicable law, then such published wages, terms and conditions shall govern and take precedence over any other wages, terms or conditions as set forth in this Agreement, provided that the Employer will pay all increases in any fringe benefit contributions required pursuant to this Agreement.

On-Call Pay

Section 24 [3.24]

Employees who are required, in writing by the employer, to be on call outside of normal working hours shall be compensated at the rate of one hundred dollars (\$100) per week, minimum.

Furlough

Section 25 [3.25]

Any employee covered by this Agreement having no work hours during two consecutive fringe benefit transmittal periods, shall be terminated by the Employer unless prior approval is given by the Business Manager.

Overtime After 12 Hours of Work

Section 26 [3.26]

In any section of this agreement where time and one-half for overtime is allowed, employees shall be paid double the employees regular rate of pay for all hours worked in excess of twelve (12) hours in any work day.

Rest Periods

Section 27 [3.27]

Rest periods shall be allowed and shall be in compliance with California Industrial Welfare Commission wage orders. If food and/or liquids are not allowed in a building due to owner or general contractor mandate, employees shall be allowed adequate time to take a ten minute net rest time at a designated location(s) determined by the employer to allow for the rest and consuming of food and/or liquid.

Parking

Section 28 [3.28]

In the Metropolitan Areas of Alameda County, where free parking is not available within six (6) blocks or ¼ miles (1,320 feet) of the job or project, the Employer shall reimburse first, second and third year Apprentices at the lowest rate available within said six (6) blocks or ¼ mile (1,320 feet) area, provided the Employee presents a signed and dated receipt for each parking expenditure.

Prefabrication

Section 29 [3.29]

Any basic item in a standard manufacturer's catalogue, which is available to all contractors, shall not be considered as prefabricated material under the terms of this Agreement. Workmen employed under the terms of this Agreement shall do all electrical construction, installation, or erection work including fabrication or prefabrication of boxes, brackets, bends and nipples and all electrical maintenance thereon including the final running tests. In order to protect and preserve workmen covered by this Agreement, all work heretofore performed by them, including but not limited to prefabrication of electrical materials, except standard catalogue items, shall be performed by workmen employed under the terms of this Agreement.

ARTICLE IV

Referral Procedure

Referral Procedure – Introduction

Section 1 [4.01]

In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Exclusive Referral

Section 2 [4.02]

The Union shall be the sole and exclusive source of referral of applicants for employment.

Right of Rejection

Section 3 [4.03]

The Employer shall have the right to reject any applicant for employment.

Non-Discriminatory Referral

Section 4 [4.04]

The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligations of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Register of Applicants

Section 5 [4.05]

The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN & TECHNICIAN

GROUP I

All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

GROUP II

All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III

All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

GROUP IV

All applicants for employment who have worked at the trade for more than one year.

48-Hour Clause

Section 6 [4.06]

If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees."

Temporary Employees

Section 7 [4.07]

The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Normal Construction Market

Section 8 [4.08]

“Normal construction labor market” is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

ALAMEDA COUNTY, CALIFORNIA

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

Resident

Section 9 [4.09]

“Resident” means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Examinations

Section 10 [4.10]

An “Examination” shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years’ experience in the trade.

Available for Work List

Section 11 [4.11]

The Union shall maintain an “Available for Work List” which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Short Workweek

Section 12 [4.12]

An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Order of Referral

Section 13 [4.13]

(a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the “Available for Work List” and then referring applicants in the same manner successively from the “Available for Work List” in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

Repeated Discharge

(b) An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within two weeks, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Bona Fide Requirements

Section 14 [4.14]

The only exceptions which shall be allowed in this order of referral are as follows:

(a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Appeals Committee

Section 15 [4.15]

An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 16 [4.16]

It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.14 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Inspection of Referral Records

Section 17 [4.17]

A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Posting of Referral Procedure

Section 18 [4.18]

A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Hiring and Transferring of Apprentices

Section 19 [4.19]

Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

ARTICLE V

Apprenticeship and Training

Joint Apprenticeship and Training Committee

Section 1 [5.01]

There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.).

Section 2 [5.02]

All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 3 [5.03]

Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 4 [5.04]

There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 5 [5.05]

The JATC may select and employ a part-time or full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 6 [5.06]

To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Admission and Indenturement

Section 7 [5.07]

All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 8 [5.08]

The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 9 [5.09]

Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of

qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 10 [5.10]

To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer – agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices, and that they are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11 [5.11]

The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Supervision

Section 12 [5.12]

Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site.

All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 13 [5.13]

An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 14 [5.14]

Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Trust Fund

Section 15 [5.15]

The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Contribution

Section 16 [5.16]

All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: 2% percent of the journeyman wage rate per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI

Fringe Benefits

National Electrical Benefit Fund (NEBF)

Section 1 [6.01]

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (“NEBF”), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF’s designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours’ notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

Health and Welfare Trust

Section 2 [6.02]

Subsection (a) The Employer agrees to comply with all the provisions of the IBEW Local 595 Health and Welfare Trust Agreement, as amended (copy of which is on file in the Union’s office and the office of the Trust), and shall pay to the Trust amounts as may be allocated pursuant to the provisions of Appendix A. Such amounts shall be used to provide health and welfare benefits as determined by the Board of Trustees. Copies of current benefit plans are available at the office of the Trust.

Subsection (b) The Employer agrees to abide by any amendment to the Trust Agreement necessary to comply with ERISA, provided no such amendment shall preclude the continuation of participation or commencing of participation in the Trust by any Employer of the type presently permitted to participate under the terms of this Trust or coverage of any of the type of employees of such Employer as are presently permitted to participate in such Trust.

Subsection (c) The contributions required by this Section shall be paid monthly within the time period required by the Trustees, and, in any event, payment for work performed during a calendar month shall be due on or before the 20th day of the following month.

Drug Free Workforce Program Funding

Subsection (d) Effective June 1, 2007, each Employer shall contribute \$0.06 for each hour worked by each employee covered under the terms of this agreement into the Health & Welfare Fund for the purpose of funding a Drug Free Workforce Program.

Substance Abuse Program

Section 3 [6.03]

Subsection (a) The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

Pension Trust

Section 4 [6.04]

Subsection (a) The Employer agrees to comply with the terms of the Alameda County Electrical Workers Pension Trust Agreement, as it may from time to time be amended, and any individual Employer record-keeping requirements as are or may be required by ERISA. Copies of the Alameda County Electrical Workers Pension Trust and Plans are available at the office of the Trust Administrator, the office of Local Union 595, or the office of the Northern California Chapter, NECA. No amendment of the Plan or Trust shall preclude the continued participation or commencement of participation of any Employer or employee of a type previously permitted to participate in the Trust and to have contributions made to the Trust and benefits provided under the terms of any Plan adopted by the parties.

Subsection (b) The Employer agrees to pay the amount specified in Appendix A for each hour worked by all employees working under the terms of this Agreement in and to said Pension Trust and any further amount allocated to the Pension Trust pursuant to the provisions of Appendix A for the purpose of providing benefits and paying the costs of administration of pension plans established pursuant to the provisions of such Trust.

Vacation Trust

Section 5 [6.05]

Subsection (a) The Employer shall pay to each employee subject to this Agreement as a vacation allowance an amount equal to twelve percent (12%) or sixteen percent (16%) of each employee's gross wages, which amount is incorporated in the wage rates listed in Appendix A of this Agreement and as Section 5 may be amended.

Subsection (b) The vacation percentage shall be noted on the referral slip and can be changed by the employee between May 1st and May 20th each year and will become effective June 1st of that year. Unless indicated otherwise, the rate shall be twelve percent (12%).

Subsection (c) This vacation allowance shall be withheld from the employee's weekly pay and shall be sent on a monthly basis, along with a Monthly Transmittal Form, to the office of the Trust Administrator to be deposited in the individual employee's account with the International Brotherhood of Electrical Workers, Local Union 595 Vacation Trust.

Subsection (d) The Employer shall make all legal payroll withholdings for income tax, Social Security, unemployment insurance, etc., from the total wages including vacation allowance, and shall then withhold the full amount of the vacation allowance for transmittal on a monthly basis to the Trust.

Subsection (e) The Employer agrees to comply with all the provisions of the Agreement and Declaration of Trust for the International Brotherhood of Electrical Workers, Local Union 595 Vacation Trust, as amended (copies of which are available in the offices of the Union, the Chapter and the Trust). The Employer further agrees to comply with all rules, regulations and procedures adopted by the Board of Trustees of the Vacation Trust.

Subsection (f) The rules governing the scheduling of payment of vacations are set forth in Appendix B to this Agreement.

Bond/Deposit

Section 6 [6.06]

Subsection (a) Each Employer shall post a performance bond in the amount of \$50,000 in language agreed to by the parties to this Agreement as a guaranty of the prompt and full payment of fringe benefit contributions required by this Agreement. In lieu of such bond, an Employer may submit "Certification of Participation in the NECA West Payroll and Fringe Benefit Guarantee Trust Fund," or may deposit with the Electrical Industry Service Corporation ("EISC" or "Corporation") an amount equal to the aggregate payments of such fringe benefit programs over the preceding six (6) months, provided, however, that the aggregate amount on deposit shall not be less than \$4,000 or required to be in excess of \$50,000.

Subsection (b) Employers who fail to post the bond or otherwise satisfy the requirements of subsection (a) may, upon five days written notice given by the EISC, be subject to having their employees removed until such time as the requirements of subsection (a) are met.

Electrical Industry Service Corporation

Section 7 [6.07]

Subsection (a) The fringe benefit trusts referred to in this Agreement shall pay such amounts, as set from time to time by their trustees, to fund the Electrical Industry Service Corporation ("EISC" or "the Corporation") so that it can perform the services set forth in this Section 7 [6.07] or elsewhere in this Agreement.

Subsection (b) The EISC or its authorized representative shall serve as the custodian of fringe benefits for all fringe benefit contributions required by this Agreement, by other collective bargaining agreements between the Chapter and the Union requiring contributions to any of the fringe benefit trusts referred to in this Agreement, and by subscription agreements approved by the trustees of the fringe benefit trusts referred to in this Agreement. As custodian of fringe benefits, the EISC shall receive Employer fringe benefit contributions, maintain records of such contributions, distribute such contributions to the various fringe benefit trusts, and perform other related services. The EISC will also provide collection assistance in the

event a contributing Employer is delinquent in its contributions to any of the fringe benefit trusts referred to in this Agreement. In so doing, the EISC may take all necessary and lawful steps to collect such delinquencies, including but not limited to, instituting collection proceedings against delinquent Employers, paying the costs of such proceedings, directing payroll audits, demanding joint check arrangements and removing manpower. The EISC may require an Employer who is delinquent in its contribution obligations to the trusts referred to in this Agreement to submit to expedited arbitration before an arbitrator selected by the EISC. The arbitrator shall be listed with the California State Mediation and Conciliation Service or the Federal Mediation and Conciliation Service. Such arbitrator shall have primary and exclusive jurisdiction over all questions, disputes, or disagreements related to the delinquency that arise under this Agreement or the plan documents governing the trusts referred to in this Agreement. The decision of the arbitrator shall be final and binding as to all matters within his or her jurisdiction, and, in connection therewith, the arbitrator shall have the power to make binding determinations regarding money owed to the trusts. The EISC is authorized to collect from delinquent Employers all collection costs, including but not limited to, attorney's fees, audit costs, arbitration costs and court costs as permitted by law or this Agreement.

Subsection (c) The Chapter and the Union agree to instruct their respective appointed trustees to adopt resolutions and/or amendments to the applicable trust agreements permitting the EISC to perform on the behalf of each such trust the functions set forth in this Section 7 [6.07].

Subsection (d) The EISC shall maintain separate financial records, have an annual audit conducted and operate according to an annual budget.

Subsection (e) The payment of the fringe benefit contributions required by this Agreement shall be made no later than twenty (20) calendar days following the last day of the month in which hours were worked. Such payments shall cover all hours worked in all payroll weeks ending within the month for which contributions are being paid, and shall be accompanied by a transmittal containing the names, social security numbers, wage rates, hours worked, gross wages earned, benefits owing, and other pertinent information relating to covered employees for such hours worked. Payments not received by the twentieth (20th) day of the current month shall thereupon become delinquent, and such delinquent Employer shall pay to the EISC the sum of Ten Dollars (\$10.00) per delinquency or twenty percent (20%) of the unpaid contributions, whichever is the greater, as and for liquidated damages, plus interest upon the total amount from date due.

Subsection (f) The EISC shall have the authority to adjust, compromise, and/or settle all claims for delinquent contributions, liquidated damages, interest and attorneys' fees, in whole or in part. The EISC shall also have full authority to "write off" uncollectible accounts not prudent to pursue.

Subsection (g) The EISC is authorized to conduct audits of contributing Employers' payroll records, contribution payments, transmittal reports, and related records. Such audits may be conducted on a random basis, provided that no Employer shall be selected on a strictly random basis more than once during any five-year period. Random audits shall cover a period of one full year preceding the EISC's notice and demand for audit entry. In addition, the EISC may conduct exit audits of Employers who have ceased paying contributions to any of the fringe benefit trusts referred to in this Agreement, and/or have terminated their collective bargaining agreement with the Union, for up to three (3) years preceding the date of ceasing to pay contributions or terminating the collective bargaining agreement, whichever is earlier. Further, the EISC may conduct directed audits of Employers when the EISC has reason to believe such Employers may not be complying with their fringe benefit contribution obligations.

Subsection (h) In the event that an audit conducted pursuant to subsection (g) above reveals a delinquency in an amount in excess of five percent (5%) of the total contributions owing for the audit period, the responsible Employer may be audited for up to an additional three (3) years, as the auditors or the EISC

recommend. Additionally, said Employer is liable for the costs of the audit, in addition to the liquidated damages and interest due for any delinquency.

Subsection (i) The EISC may require an Employer who is delinquent in its contribution obligations to the trusts referred to in this Agreement to pay such delinquencies and/or future contributions by checks issued jointly to the Employer and the EISC from the general contractors, prime subcontractors, and/or other parties paying the Employer for the work giving rise to the contribution obligations. The EISC may require such joint check arrangements so long as the EISC reasonably believes such arrangements are necessary to ensure the prompt payment of required fringe benefit contributions.

Loss of Manpower and Termination of Agreement

Section 8 [6.08]

Subsection (a) To reduce the legal costs associated with efforts to collect delinquent fringe benefit contributions, and to reduce the risk of loss from such delinquencies, the principal officers of the EISC may withdraw a delinquent Employer's manpower, upon five days written notice, if the Employer is either sixty (60) days delinquent in its fringe benefit contribution obligations under this Agreement, or has been late in paying required contributions four or more times within any twelve month period.

Subsection (b) For the same reasons set forth in subsection (a) above, the principal officers of EISC may withdraw a delinquent Employer's manpower, upon five days written notice, after one month's delinquency if the principal officers of the EISC reasonably believe there is imminent risk of being unable to collect the delinquent contributions.

Subsection (c) In addition, individual Employers who are sixty days delinquent in their fringe benefit contribution obligations under this Agreement may be subject to having this Agreement terminated upon five days written notice, being served by the Union, provided the individual Employer fails to show satisfactory proof that the contributions owing were paid.

Trust Participation and Arbitration

Section 9 [6.09]

Subsection (a) The Chapter and Union will each notify their respective appointed Trustees to the Local Health and Welfare Trust, the Local Pension Trust, the Local Vacation Trust (if such is required) and the Apprenticeship and Training Trust that the Trustees should take all steps necessary, including amendments to any Plan or Trust Agreement, if such is required, to permit participation in the Trusts, receipt of contributions and provision of benefits to their employees by Employers who are signatory to agreements with Local 595 requiring contributions to the Trust on the same hourly rate and subject to the same conditions as are applicable to the Employers who have assigned their bargaining rights to the Chapter, provided such Employer has neither previously been admitted and permitted to participate or is engaged in work of the type covered by this Agreement, or by a type of agreement with other Employers where such participation was approved by the Chapter, or of a new type with approval of the Chapter.

Nothing in this subsection or in this Agreement shall prohibit the payment of contributions to, the provision of benefits to employees by, and the participation in the fringe benefit trust funds referred to in this Agreement by, Employers who are signatory to other collective bargaining agreements between the Chapter and the Union.

The Chapter and the Union will also cooperate in effecting any necessary Trust amendments to accomplish the provisions of this Section.

Subsection (b) The Chapter and the Union will each instruct their respective Trustees that participation in and contributions to the IBEW Local 595 Health and Welfare Trust shall be continued, provided, however, such continued participation shall not be required if any contribution to such Trust would render the contributions of the Employer as not deductible under the provisions of the Internal Revenue Code or affect the tax exemption of any existing Trust. The parties will effect any amendments to existing Trust Agreements that may be necessary to accomplish the objectives of such continued participation.

Subsection (c) The Chapter and Union agree to recommend to the Trustees of each Trust the adoption of amendments to the Trust Agreements governing the resolution of disputes that a deadlock of Trustees shall be resolved by the following arbitration procedure:

1. In the event of a deadlock among Trustees, the parties shall submit such a dispute to arbitration for an expedited determination of the dispute. Upon any deadlock any Trustee may request the Arbitrator to forthwith convene a meeting to resolve the dispute, or to establish procedures for the resolution of the dispute, in as expeditious a fashion as is possible, consistent with the nature of the dispute. The Arbitrator may provide any interim disposition pending a final resolution.

Subsection (d) In any initial meeting with the Arbitrator, each party shall state its version of the dispute and the issues. The Arbitrator may utilize "Med-Arb" methods if he/she deems it desirable. Upon a final and binding decision by the Arbitrator, the expenses of such arbitration, not to exceed \$4,000.00, shall be assessed against the party the Arbitrator determines to be the unsuccessful litigant in the proceeding. The Trust shall provide a rider to any Errors and Omissions Policy to provide "no recourse" coverage for the Arbitrator.

National Electrical 401K Plan

Section 10 [6.10]

It is agreed that the individual Employer, in accord with the National Electrical 401(k) Plan Agreement and Trust ("Agreement and Trust") as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers, as amended, will participate in the National Electrical 401(k) Plan ("NEFP").

The individual Employer recognizes that applicable rules require contributions to be transmitted to a 401(k) plan as soon as they can reasonably be segregated from the general assets of the employer. The Trustees of the NEFP strongly encourage all contributing employers to regularly remit to the NEFP or its designee any and all bargaining unit employee elective deferrals within seven business days of the date when the Employer receives or withholds such employee elective deferrals. However, in recognition that some employers may be unable reasonably to segregate participant contributions from their general assets more frequently than the standard monthly processing cycle for participant contributions to pension plans, as noted in U.S. Department of Labor Field Assistance Bulletin 2003-2, all contributions must be remitted by the fifteenth (15th) of the month following the month in which the amounts would otherwise have been payable to the participant. In all events, contributions not remitted by this date shall constitute a debt due and owing to the NEFP. In making such contributions, the individual Employer shall utilize the NEFP's electronic remittance system. Further, in agreeing to participate in the NEFP, the individual Employer agrees to cooperate with the NEFP by submitting all reasonably requested documents and information necessary for the NEFP to perform all required testing of the NEFP under the tax laws.

The Chapter and/or the individual Employer, as the case may be, and the Local Union certify that no existing defined benefit plan was terminated or modified in any manner solely as a condition upon or as a result of the adoption of the NEFP. This provision does not interfere with the rights and obligations of such local

plan(s)' trustees to make changes to the plan(s) pursuant to the needs of the plan(s), their fiduciary duty, and the requirements of ERISA, the Pension Protection Act, or other laws and regulations.

Inasmuch as the NEFP is intended to offer bargaining unit employees the opportunity to defer current salary into a retirement savings plan and not to replace any existing employer-funded defined benefit plan, no employer contributions will be required or accepted on behalf of individuals for hours worked under the terms of this agreement.

The individual Employer hereby accepts, and agrees to be bound by, the Agreement and Trust.

An individual Employer who fails to remit employee elective deferrals as provided above shall be subject, in addition to all remedies afforded by law or in the Agreement and Trust, to having its participating in the NEFP suspended or terminated at the discretion of the Trustees of the NEFP upon written notice to the individual Employer. An individual Employer who fails to remit as provided above shall be additionally subject to having this agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Agreement and Trust shall also constitute a breach of his labor agreement.

ARTICLE VII

Electrical Contractors Trust of Alameda County

Section 1 [7.01]

Subsection (a) The Employer shall pay an hourly rate of \$0.15 to the Electrical Contractors Trust of Alameda County. Such monies shall be paid to the Electrical Contractors Trust of Alameda County on or before the twentieth (20th) day of the month succeeding the month in which the work was performed.

Subsection (b) The Employer agrees to be bound by the terms of the Alameda County Electrical Industry Trust as established (hereinafter called the Electrical Contractors Trust), and as it may from time to time be amended, provided no such amendment shall increase the contribution as herein specified for such Trust.

Subsection (c) This Trust shall be referred to as the Electrical Contractors Trust of Alameda County. The purpose of the Trust is to collect, preserve and invest monies paid to the Trust and to use such monies for the benefit of the Electrical Industry in Alameda County; this Trust shall make such contributions as Trustees may deem reasonable and necessary to the Alameda County Electrical Industry and to expand and develop the electrical industry in the construction field and to promote the good will and prosperity of the electrical industry, to modernize building codes, and to engage in advertising and public relations programs to promote the electrical industry.

Subsection (d) The Trust will not be used in any manner detrimental to Local Union 595 or the International Brotherhood of Electrical Workers.

Subsection (e) The Executive Director of NECA shall serve as a Trustee. The other trustees shall be Employer representatives.

Subsection (f) The Trust is to be administered solely by the trustees and not by the Union. The enforcement of collections regarding delinquent payments shall be the sole responsibility of the Trust. The Trust shall have the authority to recover the amounts owing plus attorney fees, court costs and interest at the prime rate plus two percent (2%).

Subsection (g) Financial statements reviewed by a CPA on a quarterly basis will be distributed to all trustees. A yearly audited financial statement will be distributed to all trustees and the Union.

Subsection (h) During the term of this Agreement the parties may confer with respect to the continuation or dissolution of this trust upon the request of the Union or NECA.

Contract Administration Fund

Section 2 [7.02]

Subsection (a) The Employer shall pay an amount equal to one point zero five percent (1.05%) of its gross monthly payroll covering all work under the terms of this Agreement to the Contract Administration Fund (“CAF”) of Alameda County.

Subsection (b) These contributions will assist in offsetting the costs associated with administering the Apprenticeship and Journeyman Training Trust, Contract Administration Fund, Health & Welfare Trust, Labor-Management Cooperation Committee, Pension Trust, Training Facility Fund Corporation and Vacation Trust. These funds will also assist in offsetting the costs associated with negotiating the Inside Construction Agreement and Maintenance Agreement, providing support in the areas of grievance resolution and referral system appeals and promoting the interests of the union electrical construction industry.

Subsection (c) These funds will not be used to the detriment of Local Union 595 or the International Brotherhood of Electrical Workers.

Subsection (d) CAF contributions shall be submitted with all other fringe benefit contributions on the monthly fringe benefit transmittal report. Such monies shall be paid on or before the twentieth (20th) day of the month succeeding the month in which the work was performed.

Subsection (e) The Fund is to be administered solely by the Employer. The Northern California Chapter, NECA, shall appoint the Administrator of the CAF. The enforcement of collections regarding delinquent payments shall be the sole responsibility of the Fund or Employers and not the Local Union. The Administrator shall have the authority to recover the amounts owing plus attorney fees, court costs and interest at the prime rate plus two percent (2%).

Local Labor-Management Cooperation Committee

Section 3 [7.03]

Subsection (a) The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Subsection (b) The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Subsection (c) Each employer shall contribute \$0.50. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northern California Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Subsection (d) If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

Local Labor-Management Cooperation Committee Composition

Section 4 [7.04]

Subsection (a) A committee shall be established consisting of an equal number of members, with each party selecting its members, with the authority to establish a Labor-Management Trust Fund, to prepare a Trust Agreement for execution by the Association and the Union, and to administer the Fund.

Subsection (b) The activities of the Committee shall be directed toward researching and implementing programs that are designed to improve labor-management relationships, enhance job security and organizational effectiveness, and facilitate economic development in the Union sector. The Committee will engage in activities related to the accomplishment of these purposes, including: the study and monitoring of industry trends, market indicators, contracting practices and problems that affect the ability of the Union sector to prosper; the development and implementation of activities and programs that will result in increasing the market share of electrical work for IBEW electricians and their Employers in Alameda County; improving public awareness of the advantages of using contractors employing IBEW electricians through education and public media; and enhancing customer relations.

Subsection (c) Effective June 1, 2016, all Employers subject to the terms of this Agreement shall contribute \$0.50 (1¢ of this amount is being paid pursuant to Art. VII, Section 5(c)) for each hour worked by employees covered by this Agreement for the purpose of maintaining the Labor-Management Cooperation Committee (LMCC). Should funding to the LMCC be terminated in the future, \$0.24 of the \$0.50 per hour will be returned to the Journeyman Wireman's Wage Rate.

Subsection (d) The Committee shall be composed of three (3) representatives of labor and three (3) representatives of management. The Committee shall conduct at least six (6) meetings annually and shall not allow more than seventy-five (75) days to elapse between meetings. Either party may call a special meeting of the Committee.

Subsection (e) The Committee shall periodically report on its findings, recommendations and activities to the members of I.B.E.W. Local 595 and of the Alameda County Branch of the Northern California Chapter of NECA. Such reports shall be in the form of a publication to be produced jointly by labor and management.

Subsection (f) The Committee shall support legislative activities that advance the goals of the Trust, provided the expenditures for legislative activities shall not exceed twenty percent (20%) of the expenditures for all other activities of the Trust in any two consecutive years and shall not be of a nature or extent that would place in jeopardy the tax-exempt status of the Trust. No part of the assets of the Trust shall be used for political activities, including any effort to influence the selection, nomination, election or appointment of public officers.

NECA-IBEW National Labor-Management Cooperation Fund

Section 5 [7.05]

Subsection (a) The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- 3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) to enhance the involvement of workers in making decisions that affect their working lives; and
- 10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Subsection (b) The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Subsection (c) Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northern California Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Subsection (d) If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

Subsection (e) Employers contributing to the local Labor-Management Cooperation Committee pursuant to Article VII, Section 3(c) shall be considered to have satisfied their obligations under Article VII, Section 4(c).

ARTICLE VIII

Subsection (a) Two Journeyman shall work together on all energized circuits of 440 volts AC or 250 volts DC or respective higher voltages. Journeymen shall be used in assisting a Journeyman Wireman while splicing cable.

Subsection (b) Cable Splicers shall not be required to work on wires or cables when the difference in potentials is over 200 volts between any two conductors or between any conductor or ground unless assisted by one Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 480 volts.

Subsection (c) No employees shall be compelled to use a powder-actuated tool. Only qualified employees shall be permitted to use powder-actuated tools.

Subsection (d) The Employer shall furnish all safety equipment, including hard hats and steel-toed shoes when such are required and shall also furnish proper individual protective gear to workers engaged in burning and welding operations.

Subsection (e) The safe work practices that are in effect on utility company property that are more stringent than those in this Agreement shall apply to work performed on that property under the terms of this Agreement.

Hard Hat Liner

Section 2 [8.02]

The Employer shall furnish a hardhat liner to any employee upon request, when conditions require usage. Maintenance of the liner shall be the responsibility of the employee. The Employer shall replace said liner when the original issue is returned to the Employer and is in unusable condition.

In case of a dispute as to “required usage,” matter to be referred to a joint decision by Labor-Management.

Radiation Hazards

Section 3 [8.03]

On any job where radiation monitoring is not reserved in the plans and specifications to other than electrical contractors and where workers are exposed to radioactive materials and/or radiation in excess of one-tenth of the Maximum Permissible Limits (MPL), as established by the International Commission on Radiation Protection, the Employer shall employ a qualified Journeyman Radiation Monitor, whose wage scale shall be equivalent to that of a Journeyman electrician. Such Radiation Monitors shall determine the location of hazardous zones and shall be responsible for the radiation hazards therein. He shall maintain permanent and accurate time check on all workers entering and leaving such zones, including radiation dosages of all personnel emerging from the radiation zone. He shall also be in charge of any decontamination of personnel, their tools, materials or equipment. The Radiation Monitor shall make reports to the supervising electrician on the job for safety and coordination purposes.

ARTICLE IX

National Electrical Industry Fund (NEIF)

Section 1 [9.01]

Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

- 1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man hours.
- 2) One Hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE X

Miscellaneous

Ally Clause

Section 1 [10.01]

The signatory Employer agrees that he/she will not become an “Ally” of any Employer lawfully struck by the signatory Union. The term “Ally,” as used herein, shall be interpreted in accordance with the controlling legal principles established under the NLRA in “Ally” cases. In the event the Union reasonably believes that the signatory Employer has become an “Ally,” it may, at its option, give forty-eight (48) hours’ written notice to the signatory Employer of its intent to withdraw their employees.

In recognition of the fact that the signatory Employer is in possession of all pertinent information relating to transactions for the performance of work, the burden of proof shall be upon the signatory Employer to prove that it is not an “Ally.” If the Union still adheres to its contention the signatory Employer is an “Ally” and that the signatory Employer has entered into an agreement, written or oral, or by any subterfuge whatsoever, to perform work for or on behalf of the struck Employer or any customer of the struck Employer at the behest of the struck Employer during the pendency of a lawful strike, the parties shall proceed to immediate arbitration on the “Ally” issue under the expedited arbitration rules of the AAA, except that the arbitrator shall be selected by the Chapter, with a Union representative present, by calling in sequence until an arbitrator is contacted who is willing to hear and determine the dispute within the 48 hour period of notice.

If the decision of the arbitrator sustains the Union, the signatory Employer shall refrain from performing the challenged work. In addition, the arbitrator shall have authority to award damages assessed against the signatory Employer, to employees injured by the Employer’s action, or if such an award is not appropriate, to some other appropriate entity, including the Union.

For the reasons set forth above, the burden of proof at the arbitration shall be upon the signatory Employer to prove that it is not an “Ally.” Nothing in this Agreement shall preclude the signatory Employer from doing any work for any customer that he/she has customarily serviced, provided that he/she is not doing so as an “Ally” or in conjunction with any agreement, written or oral, express or implied, or by any subterfuge to assist any struck Employer. The losing party in the arbitration shall be required to pay all reasonable costs incurred, including the reasonable attorney fees and related costs incurred by the prevailing party.

Information Requests from Union

Section 2 [10.02]

The Employer shall furnish any information to the Union that is reasonably helpful for the handling of negotiations or grievances with the Employer. If the Union requests information and it is not promptly supplied, the Union may proceed through the Labor-Management Committee, which shall meet within 48 hours, and to arbitration. In the making of any such determination that the information should be or should have been supplied, the arbitrator shall apply the same tests as would be applied by the United States District Court in any claim or breach of contract or by the NLRB in any unfair practice case based on the refusal of any Employer to supply information for negotiating purposes. The losing party in the arbitration shall be required to pay all reasonable costs incurred, including the reasonable attorney fees and related costs incurred by the prevailing parties.

Escrow Agreements

Section 3 [10.03]

In the event any increase provided in this Agreement results in any challenge or determination pursuant to regulations or any governmental agency, as they now exist or may from time to time be amended, the parties agree to use their best efforts in a joint appeal to such governmental agency to uphold the validity and propriety of the wage and benefit provisions, and, until final ruling by the involved governmental agency, the amounts provided in the contract shall continue to be paid as set forth below until such appeal is finally determined.

If it is required that any contract or agreement requiring additional wage or benefit increases must be submitted to any governmental regulatory agency for approval under the authority of any Wage Control legislation, the Employer agrees to pay into escrow any portion of negotiated increases requiring such approval prior to implementation, pending determination and ultimate approval through governmental processes, but such escrow shall be terminated at the end of the shorter of any of the following periods: (a) six months; (b) any maximum period of time set forth in any law or regulation; (c) any directive from the International Brotherhood of Electrical Workers relating to the time such an escrow may be maintained.

In the event the governmental processes provide an appeal procedure, the parties agree to expedite such an appeal. While any sums are accumulated in escrow, any earnings on such escrow funds shall be first utilized to pay expenses incurred in the administration of the escrow agreement. The Chapter and each Employer agree to execute any lawful escrow agreement prepared by the Union in conformance with this Section and submitted to the Chapter, which shall approve such agreement if lawful, consistent with this Section and does not contain any unreasonable provisions. In the event the Chapter or any Employer contends the escrow provisions submitted by the Union are not lawful, the money shall nevertheless accumulate in an escrow established with the bank, and the dispute with respect to the lawfulness of the proposed Union escrow agreement shall be promptly submitted at the request of either party to the Council of Industrial Relations for adjudication. In the event of any Price Control legislation, the Union agrees to support and assist the Employer in any appeal relating to processes the Employer deems necessary to profitably operate and pay the labor costs set forth in this Agreement.

Labor-Management Relations Act of 1947

Section 4 [10.04]

In the event that the Labor-Management Relations Act of 1947 is amended or is reinterpreted by the National Labor Relations Board or by the courts legally to permit the inclusions of Section of Article 2 of the Agreement of June 29, 1946, said Section shall be reincorporated in any collective bargaining agreement between the parties.

Litigation

Section 5 [10.05]

The parties jointly agree that all of the provisions of this Agreement are lawful, proper and enforceable. No litigation shall be instituted, directly or indirectly, by either party arising out of negotiation of this Agreement, and any dispute concerning the interpretation, application, legality, or enforceability of any of the provisions of this Agreement shall be submitted to the grievance and arbitration provisions of this Agreement. (This shall not be applicable to any injunctive relief requiring recourse to the grievance provisions of the Agreement and enjoining any violation of the prohibition against strikes or lockouts contained in this Agreement.) In the event any person or company institutes any such litigation, the parties agree to use their best efforts to uphold the legality and validity of this Agreement and the propriety of the negotiations leading to the execution of this Agreement.

Code of Excellence

Section 6 [10.06]

The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

Savings Clause

Section 7 [10.07]

It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are finally determined to be illegal or void as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect, and the parties shall immediately enter into negotiations for the purpose of correcting the illegal or void portions so as best to effectuate the intent of this Agreement.

In the event the parties are unable to agree on such corrections, the matter may be referred to arbitration by either in accordance with the provisions contained herein. Under no circumstances shall any dispute over legality excuse payment of wages or fringe benefits specified in this Agreement pending a determination of the issue.

If the parties are in dispute over legality, the Employer shall pay the disputed amounts in escrow by the same date such disputed amounts would be paid to the employee or any Trust Fund. However, either party may obtain, ex parte, a binding interim determination by the IBEW and NECA on the matter, and the parties shall abide by such interim determination (including any order to pay such amounts in dispute) pending any arbitration or judicial rulings. The parties agree to expedite requests for such an interim ruling or arbitration or judicial proceeding.

Separability Clause

Section 8 [10.08]

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

ARTICLE XI

Term of Agreement

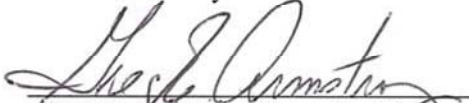
Notwithstanding the date of execution of this Agreement, it shall be effective from June 1, 2019, to May 31, 2023.

The Chapter and the Union have ratified this Agreement on May 30, 2019.

IN WITNESS WHEREOF,

Signed for the Northern California Chapter,
National Electrical Contractors Association
Alameda County Branch

Signed for Local Union 595,
International Brotherhood of Electrical
Workers




Greg E. Armstrong, Executive Director



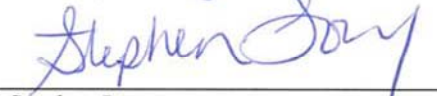
Daniel O. Chivello, Business Manager



Bill Breyton




Dustin Baker



Stephen Loux



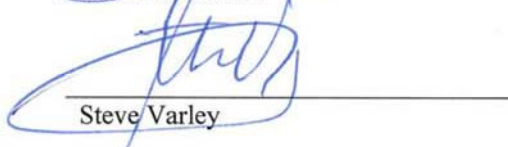
Greg Bonato



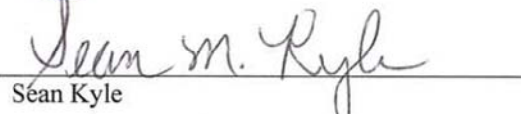
Scot VanBuskirk



Jason Gumataotao



Steve Varley



Sean Kyle

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

August 1, 2019

Lonnie R. Stephenson, Int'l President
This approval does not make the
International party to this agreement

APPENDIX A

Effective June 1, 2019, the minimum hourly rate of wages (including vacation) shall be as follows:

	<u>6/1/2019</u>
General Foreman (130%)	\$74.49
Foreman, Cable Splicer, & Certified Welder (115%)	\$65.90
Journeyman Wireman & Technician	\$57.30

Apprentices Indentured
 before June 1, 2013

Apprentice Wireman

1 st Period	40% of Journeyman Wireman rate	\$22.92
2 nd Period	45% of Journeyman Wireman rate	\$25.79
3 rd Period	50% of Journeyman Wireman rate	\$28.65
4 th Period	55% of Journeyman Wireman rate	\$31.52
5 th Period	60% of Journeyman Wireman rate	\$34.38
6 th Period	65% of Journeyman Wireman rate	\$37.25
7 th Period	70% of Journeyman Wireman rate	\$40.11
8 th Period	75% of Journeyman Wireman rate	\$42.98
9 th Period	80% of Journeyman Wireman rate	\$45.84
10 th Period	85% of Journeyman Wireman rate	\$48.71

Apprentices Indentured
 after June 1, 2013

Apprentice Wireman

Ten (10) Periods

1 st Period	40% of Journeyman Wireman rate	\$22.92
2 nd Period	40% of Journeyman Wireman rate	\$22.92
3 rd Period	45% of Journeyman Wireman rate	\$25.79
4 th Period	50% of Journeyman Wireman rate	\$28.65
5 th Period	55% of Journeyman Wireman rate	\$31.52
6 th Period	60% of Journeyman Wireman rate	\$34.38
7 th Period	65% of Journeyman Wireman rate	\$37.25
8 th Period	70% of Journeyman Wireman rate	\$40.11
9 th Period	75% of Journeyman Wireman rate	\$42.98
10 th Period	80% of Journeyman Wireman rate	\$45.84

*Wage increases per authorization from JATC.

In addition to the above hourly rates, payments shall be made as follows:

<u>Fund</u>		<u>Contribution Rate 6/1/2019</u>
Health & Welfare	(per hour)	\$17.41
Local Pension	(per hour)	\$10.62
Defined Contribution Money	(per hour)	\$6.80
Purchase NEBF	(gross labor payroll)	3%

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JATC	(per hour)	\$1.99
Contract Administration Fund	(gross labor payroll)	1.05%
Alameda ECT	(per hour)	\$0.15
LMCC	(per hour)	\$0.50
Vacation Deduction	(gross labor payroll)	12% or 16%

Trust Fund Contribution Rates (effective June 1, 2019 - May 31, 2023)

Wages and fringe benefit contributions will be determined based on Labor's allocation of the total wage and fringe benefit package.

APPENDIX B

RULES GOVERNING SCHEDULING AND PAYMENT OF VACATION BENEFITS

The rules governing scheduling and payment of vacation benefits pursuant to Article VI, Section 4 [6.04], of this Agreement are as follows:

1. Payments Directly to Employees

(a) **Payment for Scheduled Vacations:** An employee may request payment of vacation benefits for one scheduled vacation at any time throughout the year, except during the month of November, when calculations for the annual distribution are made. A request for payment of benefits for a scheduled vacation must be made on or before the first day of the month in which the employee seeks to receive such payment.

(b) **Quarterly Vacation Withdrawals:** An employee may also request a quarterly withdrawal of funds from his or her individual vacation account to be paid during the first seven (7) days of March, June and September of each year. A request for payment of benefits for a quarterly withdrawal must be made on or before the first day of the month in which the quarterly withdrawal may be paid (i.e., March, June and September). Any funds remaining in an employee's individual vacation account at the end of November of each year will automatically be paid out to the employee during the first seven (7) days of December of that year; provided, however, that employees may notify the Plan Manager in writing, on or before the first day of December of each year, of their desire to retain such funds in their individual accounts.

(c) **Additional Payments:** An employee may request additional payments of funds from his or her individual vacation account for a reasonable administrative fee per payment, to be set from time to time by the Board of Trustees of the Vacation Trust. A request for such additional payment must be made on or before the first day of the month in which the employee seeks to receive such payment. For ease of administration, and in accordance with the above rules providing for five withdrawals per year, the first five requests for withdrawal during any calendar year by an employee shall be without charge, with subsequent withdrawals being subject to the above administrative fee.

2. Transfers to the Electricians #595 Credit Union. In lieu of direct payments, an employee may authorize monthly transfers of amounts paid into his or her individual vacation account into the Electricians #595 Credit Union, pursuant to Article III, Section 9(b) of the collective bargaining agreement. Forms authorizing such transfers of funds are available at the Union office and completed forms must be returned to the Union office. For the purpose of providing parallel benefits, an employee authorizing such transfers will receive the first five monthly transfers in any given calendar year free of charge, with subsequent transfers subject to the same reasonable administrative fee per transfer as will be charged for more than five withdrawals per year. The Board of Trustees of the Vacation Trust will set said fee from time to time.

3. Authorized Deductions. The funds in an employee's individual vacation account shall be available to the employee through the above-described procedures; provided, however, that any amounts in the account which are necessary to satisfy the employee's authorized dues, uniform assessment or political action committee deductions, pursuant to Article III, Subsections 9(a) and 9(c) of this Agreement, shall first be paid or set aside prior to any such payment, withdrawal or transfer.

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