

INSIDE AGREEMENT

LOCAL 332

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5 Agreement by and between the National Electrical Contractors Association
6 (NECA) - Santa Clara Valley Chapter and Local Union No. 332, IBEW.

7
8 It shall apply to **all firms** who sign a Letter of Assent to be bound by this
9 Agreement.

10
11 As used in this Agreement, the term "Employer" shall mean NECA and the
12 term "Union" shall mean Local Union 332, IBEW.

13
14 The term "Employer" shall also mean an individual firm who has been
15 recognized by an assent to this Agreement.

16
17 Words used in this Agreement in the masculine gender shall include the
18 feminine.

BASIC PRINCIPLES

19
20
21 The Employer and the Union have a common and sympathetic interest in the
22 Electrical Industry. Therefore, a working system and harmonious relations
23 are necessary to improve the beneficial relationship between the Employer,
24 the Union, and the Public. Progress in the industry demands a mutuality of
25 confidence between the Employer and the Union. The Union recognizes the
26 desirability of dealing with reputable and stable Employers. The Employer
27 recognizes the responsibility of supplying the public with services
28 performed by experienced and trained personnel who can effectively install,
29 service and maintain electrical installations in an efficient and safe manner
30 as prescribed by the National Board of Fire Underwriters, Federal, State and
31 local laws and ordinances. Therefore, the Employer desires to avail himself
32 of a proven method of securing trained personnel on short notice and
33 requests the Union to assist him in meeting this public responsibility. All
34 will benefit by continuous peace by adjusting any differences by rational,
35 common sense methods. Now, therefore, in consideration of the mutual
36 promises and agreements herein contained, the parties hereto agree as
37 follows:
38

1 shall be submitted no later than the next regular meeting of the Council
2 following the expiration date of this Agreement or any subsequent
3 anniversary date. The Council's decisions shall be final and binding.
4

5 (f) When a case has been submitted to the Council, it
6 shall be the responsibility of the negotiating committee to continue to meet
7 weekly in an effort to reach a settlement on the local level prior to the
8 meeting of the Council.
9

10 (g) Notice of a desire to terminate this Agreement
11 shall be handled in the same manner as a proposed change.
12

13 **Section 1.03** This Agreement shall be subject to change or supplement
14 at any time by mutual consent of the parties hereto. Any such change or
15 supplement agreed upon shall be reduced to writing, signed by the parties
16 hereto, and submitted to the International Office of the IBEW for approval,
17 the same as this Agreement.
18

19 **Section 1.04** During the term of this Agreement there shall be no
20 stoppage of work either by strike or lockout because of any proposed
21 change(s) in this Agreement or dispute over matters relating to this
22 Agreement. All such matters must be handled as stated herein.
23

24 **Section 1.05** There shall be a Labor-Management Committee of three
25 (3) representing the Union and three representing the Employers. It shall
26 meet regularly at such stated times as it may decide. However, it shall also
27 meet within forty-eight (48) hours when notice is given by either party. It
28 shall select its own Chairman and Secretary. The Local Union shall select
29 the Union representatives and the Chapter shall select the management
30 representatives.
31

32 **Section 1.06** All grievances or questions in dispute shall be adjusted
33 by the duly authorized representative of each of the parties to this
34 Agreement. **In the event that these two (2) are unable to adjust any**
35 **matter within forty-eight (48) hours, they shall refer the same to the**
36 **Labor-Management Committee.**
37

38 **Section 1.07** All matters coming before the Labor-Management
39 Committee shall be decided by a majority vote. Four (4) members of the

1 Committee, two (2) from each of the parties hereto, shall be a quorum for
2 the transaction of business, but each party shall have the right to cast the full
3 vote of it's membership and it shall be counted as though all were present
4 and voting.

5
6 **Section 1.08** Should the Labor-Management Committee fail to agree
7 or to adjust any matter such shall then be referred to the Council on
8 Industrial Relations for the Electrical Contracting Industry for adjudication.
9 The Council's decisions shall be final and binding.

10
11 **Section 1.09** When any matter in dispute has been referred to
12 conciliation or arbitration for adjustment, the provisions and conditions
13 prevailing prior to the time such matters arose shall not be changed or
14 abrogated until agreement has been reached or a ruling has been made.

15
16 **Section 1.10** The time limit for filing grievances is ten (10) working
17 days.

18
19
20 **ARTICLE II**
21 **MANAGEMENT RIGHTS - UNION RIGHTS**

22
23 **Section 2.01** (a) No member of the International Brotherhood of
24 Electrical Workers, subject to employment (either working or on the books)
25 by Employers operating under this Agreement, shall himself become a
26 contractor for the performance of any electrical work. Any member
27 possessing a C-10 license, while employed under the terms of this
28 Agreement, shall maintain same on an **inactive** status. All parties signatory
29 to this Agreement shall be responsible for enforcement of this Section.
30 Violations, when observed, shall be reported to the Labor-Management
31 Committee. The Union maintains its right to discipline its members.

32
33 (b) Any employee covered by this Agreement having
34 no work hours reported during a fringe benefit transmittal period, shall be
35 terminated by the Employer unless prior approval is given by the Business
36 Manager or his designated representative.

37
38 **Section 2.02** The Union understands the Employer is responsible to
39 perform the work required by the owner. The Employer shall, therefore,

1 have no restrictions except those specifically provided for in the Collective
2 Bargaining Agreement, in planning, directing and controlling the operation
3 of all his work, in deciding the number and kind of employees to properly
4 perform the work, in hiring and laying off employees, in transferring
5 employees from job to job within the Local Union's geographical
6 jurisdiction, in determining the need and number as well as the person who
7 will act as Foreman, in requiring all employees to observe the Employer's
8 and/or owner's rules and regulations not inconsistent with this Agreement,
9 in requiring all employees to observe all safety regulations, and in
10 discharging employees for proper cause.

11
12 **Section 2.03** (a) The Employer shall have the right to determine the
13 competency and qualifications of its employees and the right to discharge
14 such Employees for any just and sufficient cause. The Union may institute a
15 grievance procedure under the terms of this Agreement if it feels any
16 employee has been unjustly discharged.

17
18 (b) All Employees covered by the terms of this
19 Agreement shall be required to become and remain members of the Union
20 as a condition of employment from and after the 8th day following the date
21 of employment or the effective date of this Agreement, whichever is later. In
22 the event that a worker fails to tender the admission fee or a member of the
23 Union fails to maintain his membership in accordance with the provisions of
24 this Section, the Union shall notify the Employer in writing and such written
25 notice shall constitute a request to the Employer to discharge said individual
26 worker within forty-eight (48) hours, (Saturdays, Sundays and Holidays
27 excluded) for failure to maintain continuous good standing in the Union in
28 accordance with its rules above referred to in this paragraph.

29 30 **UNION DUES DEDUCTIONS**

31 (c) The Employer agrees to deduct and forward to the
32 Financial Secretary of the Local Union — upon receipt of a voluntary
33 written authorization — the additional working dues from the pay of each
34 IBEW member. The amount to be deducted shall be the amount specified in
35 the approved Local Union Bylaws. Such amount shall be certified to the
36 Employer by the Local Union upon request by the Employer.

37
38

EMPLOYER QUALIFICATIONS

1
2 **Section 2.04** (a) Certain qualifications, knowledge, experience, and
3 financial responsibility are required of everyone desiring to be a signatory
4 party to this Agreement. Therefore, an Employer who assents to this
5 Agreement is a person, firm, partnership or corporation whose principle
6 business is electrical contracting and who possesses the following
7 qualifications and presents documented evidence substantiating them prior
8 to becoming signatory hereto: "Municipal and governmental agencies are
9 exempt."

10
11 (b) Maintaining a legal place of business which means
12 an office, shop or premises where the Employer or his representative can be
13 reached by telephone, and where he receives his mail, conducts the ordinary
14 tasks of operating his business, and maintains employee payroll records.

15
16 (c) Shall employ at least one (1) Journeyman from the
17 Hiring Hall who is not financially connected with the firm when performing
18 electrical work.

19 (d) Posts the Payroll & Fringe Benefits Guarantee
20 Deposit provided herein.

21
22 (e) Shall comply with all Fringe Benefit Trust
23 provisions.

24 (f) Maintains current, active, State of California
25 Electrical Contractor's License (C-10).

DESIGNATED WORKING MEMBER

26
27 **Section 2.05** (a) When a signatory incorporated firm employs one
28 (1) Journeyman who is not financially connected with the firm, the
29 signatory corporation may then designate, in writing, one (1) working
30 member of the firm. Such designated working member of the employing
31 corporation must be registered with the Local Union and the dispatching
32 office and shall be governed by all the terms and conditions of this
33 Agreement that are legally permissible. A sixty (60) day notice is required
34 prior to changing the designated working member.
35

36
37 The designated working member shall only share equally with the other
38 workers any overtime work. Emergency and call-out overtime shall not be
39 applicable to this rule.
40

1 **In no case shall more than one (1) member of a corporation be**
2 **permitted to perform any electrical work under the terms of this**
3 **Agreement, and only when one (1) Journeyman who is not financially**
4 **connected with the employing concern is employed.** In every case, the
5 working member of the employing corporation must be listed with the Local
6 Union and be governed by all the terms of this Agreement. The occasional
7 transporting and delivery of tools and items of material shall not be
8 construed as working.
9

10 (b) Being aware of all applicable Federal and State
11 laws fringe benefits shall be paid for each hour that the designated working
12 member works for the signatory corporation regardless of whether said
13 work is covered employment or otherwise. The Employer shall furnish to
14 the Union or Representatives of the Trust Fund, Federal, and/or State
15 quarterly tax returns periodically at the request of the Union or the Trustees
16 not to exceed two (2) times a year. It shall be presumed that the number of
17 hours worked shall be the gross wages reported on the quarterly Federal
18 and/or State tax returns divided by the hourly wage rate in the current
19 Collective Bargaining Agreement.
20

21 **Section 2.06** For all Employees covered by this Agreement, the
22 Employer shall carry Workers Compensation Insurance with a company
23 authorized to do business in this State, Social Security and such other
24 protective insurance as may be required by the laws of this State, and shall
25 furnish satisfactory proof of such to the Union. The Employer shall also
26 make payments to the Employment Development Department for all
27 employees covered by the terms of this Agreement.
28

29 **Section 2.07** It shall not be considered a violation of this Agreement
30 nor shall the Employer discharge any worker if he recognizes a labor
31 organization's bona fide picket line. Such individual recognition may
32 include both crossing and/or working behind a picket line, which has been
33 sanctioned by the local Central Labor Council or the Building Trades
34 Council. The Union will notify the Employer as soon as possible if an
35 organization secures such sanction.
36

37 **Section 2.08** Should workers leave a job where a recognized picket
38 line is sanctioned by the Central Labor Council or the Building Trades
39 Council, or any other reason, such workers shall notify the Employer or the

1 immediate supervisor, shall carefully put away all tools, material, and
2 equipment or other property of the Employer in a safe manner. The Union
3 will be financially responsible for any loss to the Employer by members of
4 the Union for neglect in carrying out this provision, but only when a safe
5 place is provided for such property by the Employer.

7 **NON-RESIDENT EMPLOYEES**

8 **Section 2.09** (a) An Employer signatory to a Collective Bargaining
9 Agreement or to a Letter of Assent to an Agreement with another IBEW,
10 Local Union, who signs an assent to this Agreement may bring up to four
11 bargaining unit employees employed in that Local Union's jurisdiction into
12 this Local's jurisdiction and up to two bargaining unit employees per job
13 from that Local's jurisdiction to this Local's jurisdiction for specialty or
14 service and maintenance work. All charges of violations of this section shall
15 be considered as a dispute and shall be processed in accordance with the
16 provisions of this Agreement for the handling of grievances with the
17 exception that any decision of a Local Labor-Management Committee that
18 may be contrary to the intent of the parties to the National Agreement on
19 Employee Portability, upon recommendation of either or both the
20 appropriate IBEW International Vice President or NECA Regional
21 Executive Director, is subject to review, modification, or rescission by the
22 Council on Industrial Relations.

23
24 (b) The Employer shall not loan or cause to be loaned,
25 the workers covered under the terms of this Agreement in his employ to any
26 other Employer without first securing permission of the Union and then
27 only after applicants possessing the required skill are not available under the
28 referral procedure.

29 **FAVORED NATIONS**

30
31 **Section 2.10** The Union agrees that if, during the life of this
32 Agreement, it grants to any other Employer in the Electrical Contracting
33 Industry on work covered by this Agreement, any better terms or conditions
34 than those set forth in this Agreement, such better terms or conditions shall
35 be made available to the Employer under this Agreement and the Union
36 shall immediately notify the Employer of any such concession.

37
38

STEWARDS

1
2 **Section 2.11** (a) The Union shall have the right to appoint a
3 Steward at any shop or on any job where workers are employed under the
4 terms of this Agreement. Such Stewards shall see that all sections of this
5 Agreement and working conditions are observed by employee and Employer
6 and he/she shall be allowed sufficient time to perform these duties during
7 regular working hours.

8
9 Under no circumstances shall an Employer dismiss or otherwise
10 discriminate against an employee for making a complaint or giving evidence
11 with respect to an alleged violation of any provisions of this Agreement.
12 The Union is required to notify the Employer, in writing, of the name of the
13 shop and/or job Steward.

14
15 (b) There shall be no job assignment discrimination
16 against a Steward. The Steward shall be offered all overtime. The Steward
17 on overtime shall not be considered as part of the crew size. When the
18 Steward is present, the Steward shall represent all IBEW workers on the
19 site.

20 (c) The Employer shall cooperate with the Steward,
21 Business Manager or his representative in adjusting grievances arising in
22 the shop or on the job.

23
24 The Business Manager or his representative along with the Chapter
25 Manager shall have the right to visit the Employer's place of business during
26 any working hours to inspect the time cards of the employees covered by
27 this Agreement. The job Steward shall be notified of all terminations at least
28 two (2) hours prior to any lay-off.

29
30 (d) A job Steward shall remain on the job until its
31 completion, or until not more than three (3) employees are left on the job
32 after his termination, unless removed by the Business Manager. This
33 requirement shall not apply when a job is shut down. Stewards may be
34 discharged for cause upon twenty-four (24) clock hours notice by phone or
35 fax, to the Business Manager, but subject to review by the Labor-
36 Management Committee. The Steward shall share in overtime with other
37 employees on the job. The representative of the Union shall be allowed
38 access to any job at any reasonable time where employees are employed
39 under the terms of this Agreement.

1
2 (e) All Employees, when asked for their “Dues
3 Receipt,” shall present it to the person asking to see it. Provided the person
4 requesting it shall present his/her dues receipt.
5

6 **Section 2.12** The policy of the Local Union and its members is to
7 promote the use of materials and equipment manufactured, processed or
8 repaired under economically sound wage, hour and working conditions by
9 their fellow members of the International Brotherhood of Electrical
10 Workers.
11

12 The refusal by an individual employee to perform work on lighting fixtures
13 not bearing the Union IBEW label shall not be considered a violation of the
14 terms of this Agreement, nor shall any such employee be discharged as a
15 result thereof.
16

17 **SUBCONTRACTING/ANNULMENT**

18 **Section 2.13** The Local Union is a part of the International
19 Brotherhood of Electrical Workers and any violation or annulment by an
20 individual Employer of the approved Agreement of this or any other Local
21 Union of the IBEW, other than violations of Paragraph 2 of this Section,
22 will be sufficient cause for the cancellation of his Agreement by the Local
23 Union after a finding has been made by the International President of the
24 Union that such a violation or annulment has occurred.
25

26 The subletting, assigning, or transfer by an individual Employer of any work
27 in connection with electrical work to any person, firm or corporation not
28 recognizing the IBEW or one of its Local Unions as the collective
29 bargaining representative of his employees on any electrical work in the
30 jurisdiction of this or any other Local Union to be performed at the site of
31 the construction, alteration, painting or repair of a building, structure or
32 other work, will be deemed a material breach of this Agreement.
33

34 All charges of violations of Paragraph 2 of this Section shall be considered
35 as a dispute and shall be processed in accordance with the provision of this
36 Agreement covering the procedure for the handling of grievances and the
37 final and binding resolution of disputes.
38

1 **Section 2.14** The obligations of this Agreement shall not be affected
2 by the nature or form of doing business by any Employer party hereto; and
3 the obligations herein shall also extend to any person, firm or corporation
4 under control or common control with any signatory Employer and which
5 entity engages in any work covered by this Agreement or any work under
6 the State Contractors License of the signatory Employer or otherwise.
7
8

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10 **ARTICLE III**
11 **HOURS - WAGE PAYMENT - WORKING CONDITIONS**

12 **Section 3.01** (a) The Normal Work Week shall be forty (40) hours,
13 Monday through Friday (excluding Saturday and Sunday). Eight (8) hours
14 work between the hours of 8:00 AM and 4:30 PM with thirty (30) minutes
15 for lunch period between 11:00 AM and 12:30 PM constitutes a normal
16 work day Monday through Friday (excluding Saturday and Sunday). The
17 lunch period shall be established by the first worker employed on the job
18 site.

19 (b) The Shop or Job workday may be adjusted to start
20 specifically at 7:00, 7:30, or 8:00 AM, with a half-hour lunch break
21 occurring four (4) hours from the start of the workday.
22

23 (c) The employee's time cards must show the starting
24 time. The Employers who become signatory to this Agreement after July 1,
25 1985, and establish a Shop in this area must specify the starting time of the
26 shop at the time they sign the Agreement.
27

28 The job start time for out of area, Employers will be determined by the
29 initial job call.

30 (d) The adjusted work hours can only be changed at
31 the beginning or ending of Daylight Savings Time.
32

33 (e) All job processing or security and automobile
34 clearances shall be obtained and performed on the Employer's time.
35

36 (f) All work performed on 3 and 4 day
37 weekend/holidays shall be paid at the double-time rate of pay.
38

1 (g) All other work performed outside the regular work
 2 hours and work on Saturdays, Sundays and the following Holidays: New
 3 Year's Day; Martin Luther King, Jr's Birthday observed the third Monday in
 4 January; Washington's Birthday, the third Monday in February; Memorial
 5 Day, the last Monday in May; fourth of July; Labor Day, the first Monday in
 6 September; Veteran's Day in November; Thanksgiving Day, the fourth
 7 Thursday in November; the day after Thanksgiving Day, and Christmas
 8 Day, December 25; the 11th Holiday will be set on a year to year basis as
 9 per the agreed upon calendar; such Holiday selected will provide for no
 10 more than four (4) days off in succession; or days celebrated as such; or
 11 such Holidays as recognized by the Local Building Trades Council, shall be
 12 paid for at double the regular straight-time rate of pay. Should any of the
 13 above-named Holidays fall on Saturday or Sunday, the Friday before or the
 14 following Monday shall be observed as the holiday.

15
 16 (h) In accordance with a calendar schedule agreed to
 17 by the parties, there can be four (4) non-work days scheduled per year
 18 (creating five 4-day weekends). The following are the non-work days:

19
 20 **2008**

21 Friday - February 15 (non-work day)
 22 Friday - May 23 (non-work day)
 23 Monday - July 7 (non-work day)
 24 Friday - August 29 (non-work day)
 25 Friday - December 26 (floating holiday)

26
 27 **2009**

28 Friday - January 2 (floating holiday)
 29 Friday - February 13 (non-work day)
 30 Friday - May 22 (non-work day)
 31 Friday - September 4 (non-work day)
 32 Thursday - December 24 (non-work day)

33
 34 **2010**

35 Friday - February 12 (non-work day)
 36 Friday - May 28 (non-work day)
 37 Friday - July 2 (floating holiday)
 38 Monday - July 5 (non-work day)
 39 Friday - September 3 (non-work day)

40

1 **2011**

- 2 Friday - February 18 (non-work day)
 3 Friday - May 27 (non-work day)
 4 Friday - July 1 (non-work day)
 5 Friday - September 2 (non-work day)
 6 Friday - December 23 (floating holiday)

7

8 **2012**

- 9 Friday - February 17 (non-work day)
 10 Friday - May 25 (non-work day)
 11 Friday - August 31 (non-work day)
 12 Monday - December 24 (non-work day)
 13 Monday - December 31 (floating holiday)

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REDUCED WORKWEEK

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(i) When twenty percent (20%) of the Inside Wiremen that reside in Santa Clara County and are qualified to sign the Group One (book one) out of work list become unemployed for fifteen (15) consecutive work days, **the Labor-Management Committee will give consideration to an adjusted work week.** The hours and conditions of the adjusted workweek will be by mutual agreement between the parties.

OVERTIME

Section 3.02 (a) The first two (2) hours of overtime worked before or after the regular work day Monday through Friday shall be paid at time and one-half (1-1/2) of the straight-time rate of pay up to ten (10) hours per week.

(b) Pension man-hours will be reviewed **semi-annually** (January–June) and once established, they shall remain in effect from June 1, through May 31 of the following year.

When man-hours in Santa Clara County falls to 2.9 million or less, overtime reverts back to the 1997 Inside Wireman's Agreement. Man-hours will be reviewed bi-annually. Pension man-hours will be used to determine man-hours.

1997 Language: A maximum of eight (8) hours of overtime at the time and one half (1 1/2) rate is allowed for work performed on Saturday. If

1 overtime is worked Monday through Friday,
2 subtract that amount of time from the time allowed
3 at time and one half (1 1/2) on Saturday.
4

5 (c) When overtime is required by the Employer, the
6 electrical employee shall receive a one-half (1/2) hour meal period with pay
7 after the first two (2) hours of overtime work when overtime is required
8 beyond that two (2) hour period. After each additional four (4) hours of
9 overtime is worked, the employee shall receive a one-half (1/2) hour meal
10 period with pay when overtime is required beyond that four (4) hour period.
11 This is not applicable to the first eight (8) hours worked on Saturdays,
12 Sundays or Holidays. When meals are not readily available, the Employer
13 shall allow one member of the crew time to obtain meals for the worker
14 prior to the meal period, providing the employee did not receive notification
15 of the overtime two (2) hours prior to reporting to work. Employees will be
16 responsible for food expense.
17

18 (d) When it is necessary to work overtime on any job
19 covered in this jurisdiction, workers working on the job shall be given first
20 preference.
21

22 The Employer or employee is obligated to report any scheduled overtime to
23 the local Union prior to the work being performed. (This in no way requires
24 overtime permits.) Non-scheduled or emergency overtime shall be reported
25 on the next workday.
26

27 (e) Overtime wages for employees in all
28 classifications shall be computed at the straight time, white, wage rate.
29

30 (f) All overtime shall be shared as equally as possible
31 among the workers on the job.
32

33 (g) When workers are required to work under
34 compressed air or where gas masks are required, or to work on ladders,
35 scaffolds, stacks, "Bosun's Chairs," or other structures and where they are
36 not protected by permanent guard rails at a distance of forty (40) to sixty
37 (60) feet from the ground or supporting structures, they shall be paid at a
38 rate of one and one-half (1 1/2) times the straight-time rate of pay. On
39 structures of sixty (60) feet or over, (as described above), the rate shall be

1 two (2) times the straight time rate of pay. An assignment of thirty (30)
2 minutes or more, to work referred to in this section, shall entitle the worker
3 to the premium rate for that half day.

4
5 (h) A work assignment in this section shall not
6 commence until the Employer or his representative is notified.

7
8 (i) When a worker has worked four (4) hours or more
9 immediately previous to starting the regular workday, he/she shall receive
10 the overtime rate of pay until relieved of duty.

11
12 (j) If an employee is directed by the Employer to
13 work through his/her lunch break they shall receive double the hourly rate
14 of pay.

15 16 **OCCUPIED REMODEL AND RENOVATION WORK**

17 (k) Occupied Remodel and Renovation Work. When
18 so elected by the contractor, a single shift of work for eight (8) hours may
19 be performed Monday through Friday, excluding Saturdays, Sundays and
20 Holidays.

21
22 The shift work must be performed outside regular work hours as defined in
23 Article III, Section 3.01(a). The shift start time is any time after 3:30 PM.

24
25 The shift shall be eight (8) hours of work between the hours of 3:30 PM and
26 8:00 AM. Workers shall be paid for a minimum of eight (8) hours for the
27 shift, regardless of hours worked.

28
29 The thirty (30) minute lunch period is to be taken at the end of four (4)
30 hours of work.

31
32 For hours worked between 3:30 PM and 12:00 midnight workers shall
33 receive the regular hourly rate plus 10%.

34
35 For hours worked between 12:00 midnight and 8:00 AM, workers shall
36 receive the regular hourly rate plus 15%.

37
38 Overtime before or after the shift shall be two times (2 x) the regular hourly
39 rate.

1 (d) An unpaid lunch period of thirty (30) minutes
2 shall be allowed on each shift. All overtime work required before the
3 established start time and after the completion of eight (8) hours of swing or
4 graveyard shift, any shift shall be paid at one and one-half times the “shift”
5 hourly rate.

6 (e) There shall be no pyramiding of overtime rates
7 and double the straight rate shall be the maximum compensation for any
8 hour worked.

9
10 There shall be no requirement for a day shift when either the second or third
11 shift is worked.

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ARTICLE III

Section 3.05 (a)

Effective June 1, 2008

Increase Wages \$3.00

Classification	Wage	H & W	Pension	NEBF	AMF	Total	JATC	**JEIF
*Journeyman Wireman	47.57	8.98	8.35	1.427	0.238	\$ 66.57	0.85	0.14
* Foreman	54.71	8.98	8.35	1.641	0.274	\$ 73.96	0.85	0.14
* General Foreman	61.84	8.98	8.35	1.855	0.309	\$ 81.33	0.85	0.14
* Cable Splicer	54.71	8.98	8.35	1.641	0.274	\$ 73.96	0.85	0.14
*Journeyman Technician	47.57	8.98	8.35	1.427	0.238	\$ 66.57	0.85	0.14

INSIDE APPRENTICES

1st Period 45%	21.41	8.98	0	0.642	0.107	\$ 31.14	1.35	0.14
2nd Period 50%	23.79	8.98	0	0.714	0.119	\$ 33.60	1.35	0.14
3rd Period 55%	26.16	8.98	4.59	0.785	0.131	\$ 40.65	1.35	0.14
4th Period 60%	28.54	8.98	5.01	0.856	0.143	\$ 43.53	1.35	0.14
5th Period 65%	30.92	8.98	5.43	0.928	0.155	\$ 46.41	1.35	0.14
6th Period 70%	33.30	8.98	5.85	0.999	0.167	\$ 49.30	1.35	0.14
7th Period 75%	35.68	8.98	6.26	1.070	0.178	\$ 52.17	1.35	0.14
8th Period 80%	38.06	8.98	6.68	1.142	0.190	\$ 55.05	1.35	0.14
9th Period 85%	40.43	8.98	7.10	1.213	0.202	\$ 57.93	1.35	0.14
10th Period 90%	42.81	8.98	7.52	1.284	0.214	\$ 60.81	1.35	0.14

9
10 * Refer to Section 8.03.

11
12 **Day School:** Employers employing Apprentices shall pay One Dollar and
13 Thirty Five Cents (\$1.35) per hour to the JATC for Employers
14 Apprenticeship Fund for Day School. There shall be separate accounting for
15 this fund. This fund will provide for lost wages for students attending Day
16 School.

17
18 ** Does not reflect the additional .06 cents per hour deduction for the Joint
19 Electrical Industry Fund (JEIF)

1 **Effective December 1, 2008**

2
3 **Increase H&W \$0.75 and Pension \$0.25**

4

Classification	Wage	H & W	Pension	NEBF	AMF	Total	JATC	**JEIF
*Journeyman Wireman	47.57	9.73	8.60	1.427	0.238	\$ 67.57	0.85	0.14
*Foreman	54.71	9.73	8.60	1.641	0.274	\$ 74.96	0.85	0.14
*General Foreman	61.84	9.73	8.60	1.855	0.309	\$ 82.33	0.85	0.14
*Cable Splicer	54.71	9.73	8.60	1.641	0.274	\$ 74.96	0.85	0.14
*Journeyman Technician	47.57	9.73	8.60	1.427	0.238	\$ 67.57	0.85	0.14

INSIDE APPRENTICES

1st Period 45%	21.41	9.73	0	0.642	0.107	\$ 31.89	1.35	0.14
2nd Period 50%	23.79	9.73	0	0.714	0.119	\$ 34.35	1.35	0.14
3rd Period 55%	26.16	9.73	4.73	0.785	0.131	\$ 41.54	1.35	0.14
4th Period 60%	28.54	9.73	5.16	0.856	0.143	\$ 44.43	1.35	0.14
5th Period 65%	30.92	9.73	5.59	0.928	0.155	\$ 47.32	1.35	0.14
6th Period 70%	33.30	9.73	6.02	0.999	0.167	\$ 50.22	1.35	0.14
7th Period 75%	35.68	9.73	6.45	1.070	0.178	\$ 53.11	1.35	0.14
8th Period 80%	38.06	9.73	6.88	1.142	0.190	\$ 56.00	1.35	0.14
9th Period 85%	40.43	9.73	7.31	1.213	0.202	\$ 58.89	1.35	0.14
10th Period 90%	42.81	9.73	7.74	1.284	0.214	\$ 61.78	1.35	0.14

5
6 * Refer to Section 8.03.

7
8 **Day School:** Employers employing Apprentices shall pay One Dollar and
9 Thirty Five Cents (\$1.35) per hour to the JATC for Employers
10 Apprenticeship Fund for Day School. There shall be separate accounting for
11 this fund. This fund will provide for lost wages for students attending Day
12 School.

13
14 ****Does not reflect the additional .06 cents per hour deduction for the Joint
15 Electrical Industry Fund (JEIF)**

16
17 **Effective 6/1/06 – Does not reflect the additional .10 cents per hour for JEIF**

18
19

1 **Effective June 1, 2009**

2 \$1.00 Increase to Pension

3

4 **Effective December 1, 2009**

5 \$0.75 Increase to Pension

6 \$0.25 Increase to H&W

7

8 **Effective June 1, 2010**

9 \$3.00 to be allocated

10

11 **Effective December 1, 2010**

12 \$0.85 to be allocated

13

14 **Effective June 1, 2011**

15 \$2.00 to be allocated

16

17 **Effective December 1, 2011**

18 \$2.00 to be allocated

19

20 **Section 3.05** (b) No Employer, or worker, or their agents shall give
21 or accept, directly or indirectly, any rebate of wages. No Employer shall
22 directly or indirectly or by any subterfuge sublet or contract with any
23 worker, any or all of the labor services required by such contract of such
24 Employer. Any Employer found violating any one of these provisions shall
25 be subject to having his Agreement terminated upon written notice thereof,
26 being given by the Union.

27

28 **Section 3.06** (a) Each Wednesday, wages shall be paid by the
29 electrical Employer by whom the worker is employed. The Employer shall
30 end the payroll week on Sunday at 12:00 midnight of each week. (This
31 allows three (3) days to make up the time and disburse the checks). If
32 payday falls on a holiday, the preceding day becomes payday. The payroll
33 check stub shall contain the complete date - month, day and year, including
34 company name and home office city, all deductions itemized and gross and
35 net wages. The Employer shall pay wages on the job or allow Employees
36 sufficient time to reach the shop on payday before the close of working
37 hours.

38

1 Any worker laid-off or discharged by the Employer shall be paid all his
 2 wages and be given his termination slip immediately. **In the event he is not**
 3 **paid off, waiting time at the regular rate shall be charged until payment**
 4 **is made.**

5
 6 If an Employer shall give a check or checks as wages to an employee
 7 covered by this Agreement and the same is dishonored by the Employer's
 8 bank, **the Employer involved must immediately, on demand, present to**
 9 **the Employee a certified check for the amount involved.** Failing to do so
 10 the Employer shall be in violation of this Agreement.
 11

12 (b) Supervising workers shall be allowed sufficient
 13 time during working hours to arrange to have the Employee's time reported
 14 in to the office of the Employer.
 15

16 (c) All Employee remittances covered under the terms
 17 of this Agreement shall be drawn on a bank located within a one hundred
 18 (100) air-mile radius from First and Santa Clara Streets, San Jose,
 19 California.

20 (d) Individual Employers who fail to remit as
 21 provided shall be subject to having his/her Agreement terminated upon
 22 seventy-two (72) hours notice in writing being served by the Union,
 23 provided the individual Employer fails to show satisfactory proof that all
 24 wages and the required payments have been paid to the appropriate fringe
 25 benefit trusts.

26 (e) Upon mutual agreement between the Employer
 27 and the Employee, a direct deposit of the weekly payroll check will be
 28 permitted.
 29

30 Employers and Employees participating in direct deposit payroll shall
 31 adhere to all provisions of Article III, Section 3.06.
 32

33 FOREMAN CLAUSE

34 **Section 3.07** (a) A Foreman shall be required on any job where
 35 three (3) or more workers are required. On jobs requiring three (3) or more
 36 workers for more than fifteen (15) accumulated days, the Foreman shall
 37 receive the Foreman rate of pay from the time the third worker is placed on
 38 the job to the finish of the job.
 39

1 **Foremen shall receive an additional fifteen (15%) percent differential**
2 **above the Journeyman Wireman's rate of pay.**
3

4 (b) A Foreman may work with the tools until seven
5 (7) journeymen are under his supervision. When seven (7) or more are under
6 his supervision, a Foreman shall act in a supervisory capacity only.
7

8 (c) The Employer shall have the right to call a Foreman
9 by name provided:
10

- 11 1. The Employee has not quit his previous Employer
12 within the past two weeks.
- 13
- 14 2. The Employer shall notify the Business Manager in
15 writing of the name of the individual who is to be
16 requested for employment as a Foreman. Upon such
17 request, the Business Manager shall refer said
18 Foreman provided the name appears on the highest
19 priority group.
20
- 21 3. When an Employee is called as a Foreman, he must
22 remain as a Foreman for one thousand (1,000) hours
23 or must receive a reduction in force.
24
- 25 4. The Employee must have completed the Labor
26 Studies class, a COMET class and have a current first
27 aid and CPR certification.
28
- 29 5. The Employee must have completed the Electrical
30 Supervision Program course at the JATC to qualify
31 for a Foreman Name Call.
32

33 (d) A Foreman shall handle no more than nine (9)
34 workers except that where a General Foreman has been set up, the first
35 Foreman may supervise twelve (12) workers. As soon as the second
36 Foreman has been set up, a Foreman shall not supervise more than nine (9)
37 workers. Another Foreman shall be named as soon as additional workers are
38 employed; **however, each Foreman must have at least seven (7)**
39 **workmen under him before the next Foreman is set up, unless the work**
40 **assignments are in isolated parts of the job.**
41

1 Any Foreman may handle material. On all jobs requiring a Foreman, the
 2 Foreman shall not give orders to workers other than those under his/her
 3 direct supervision. The only exception to the above is in the case of an
 4 emergency.

5
 6 No worker shall be allowed to work as a Foreman on more than one (1) job
 7 at a time.

8 9 **GENERAL FOREMAN CLAUSE**

10 **Section 3.08** (a) A General Foreman shall not supervise more than
 11 six (6) Foremen (or sixty [60] workers). Whenever a job has two (2) or more
 12 Foremen, a General Foreman shall be assigned to that job only. A job
 13 General Foreman shall not give orders to anyone other than foremen under
 14 his direct supervision. The only exception to the above is in case of an
 15 emergency. A General Foreman shall not handle any material or work with
 16 the tools. No job shall have more than one (1) nonworking Foreman/General
 17 Foreman.

18
 19 (b) **A General Foreman shall receive an additional**
 20 **thirty (30%) percent differential above the Journeyman Wireman's**
 21 **rate of pay.**

22 23 **SHOW-UP PAY**

24 **Section 3.09** When Employees are directed to report to work and are
 25 not allowed to start work, they shall receive a minimum of two (2) hours
 26 pay, unless they are notified one (1) hour before starting time that work has
 27 been cancelled. This provision would be non-operable in the case of
 28 inclement weather.

29
 30 **Section 3.10** (a) When Employees commence work and are laid off
 31 or terminated permanently or temporarily, they shall receive pay for four (4)
 32 hours, if laid off or terminated after having worked more than four (4) hours
 33 they shall receive pay for eight (8) hours.

34
 35 (b) Terminations shall be made in the shop or on the
 36 job-site only, except a worker who has failed to report for work may be
 37 terminated by telephone or fax and have his wages paid by mail. Terminated
 38 Employees shall be given a "Termination Slip."
 39

AGE RATIO

1
2 **Section 3.11** On all jobs requiring five (5) or more Journeymen, at
3 least every fifth (5th) Journeyman, if available, shall be fifty (50) years of
4 age or older.

TOOLS

5
6 **Section 3.12** (a) It shall be the responsibility of the Employer to
7 provide tool insurance. In case of fire, theft through forcible entry, or
8 damage to a locked employee's tool box while in the locked custody of the
9 Employer or his representatives, said tools shall be replaced immediately
10 after any loss incurred has been reported to the proper law enforcement
11 agencies by the parties involved. Members of the National Electrical
12 Contractors Association may contribute annually into a tool protection fund.
13 All Employers who are not a party to this tool replacement fund shall be
14 held responsible for the replacement of the employee's tools.

15
16 **No worker shall supply tools other than those listed in subsection (b).**
17 In no case will an Employer be responsible for tools other than those stated
18 on the required list for Inside Wiremen. Apprentices shall supply
19 themselves with tools as needed. An apprentice must keep an inventory list
20 of his tools; periodically this list must be given to his Employer for
21 verification; the apprentice tools in case of loss will be replaced to comply
22 with the list he has given his Employer.

23
24 (b) Inside Wiremen shall provide themselves with and
25 keep in first-class condition a kit of the following tools. Failure to do so will
26 be a violation of this Agreement and will void the tool insurance.

27
28

- 1 **TOOL BOX - 20" X 8-1/2" X 9" minimum with lock**
2
3 **PLIERS:**
4 **Wire Strippers**
5 **Sidecutters 8" or 9" Klein type**
6 **Long nose**
7 **Diagonal cutters (2 allowed)**
8 **Pump (Channel locks) (2 allowed)**
9 **Stak-On**
10 **CRESCENT WRENCHES - 6" and 12" (one of each)**
11 **ALLEN WRENCHES - small set not over 7/16"**
12 **SPIN TITE WRENCH SET - up to 1/2"**
13 **TAP WRENCH - up to 1/4"**
14 **CHISELS:**
15 **Wood 1" maximum**
16 **Cold 1/2 maximum**
17 **CENTER PUNCH**
18 **AWL**
19 **PLUMB BOB, 8oz.**
20 **TRI SQUARE**
21 **LEVEL - (1) 18" maximum**
22 **CHALK LINE BOX**
23 **TIN SNIPS - (1) 10" airplane shears**
24 **KNIFE**
25 **TAPE MEASURES - (2) to 30' maximum**
26 **SCREWDRIVERS:**
27 **Stubby (2) 1 blade and 1 Phillips**
28 **Phillips (2) 6" and 8"**
29 **Offset (2) blade and Phillips**
30 **Blade (3) 6", 8" and 12"**
31 **HACKSAW FRAME**
32 **KEYHOLE SAW**
33 **HAMMER - claw**
34 **TESTER – Voltage - Square D Knopf, non solenoid type, or equal**
35 **TOOL POUCH (optional)**
36 **ONE-PIECE FLASHLIGHT (1)**
37 **NATIONAL ELECTRICAL CODE (current)**

38
39
40
41

If tools are permanently confiscated because of radiation exposure, such tools will be replaced by the Employer.

1 **Section 3.13** Workers shall not be asked to install electrical work in
 2 an unsafe or unworkmanlike manner. All work shall be required to be in
 3 accordance with applicable codes.

4
 5 **TRAVEL CLAUSE**

6 **Section 3.14** (a) On all jobs requiring the employees to remain
 7 away from home overnight, the Employer will also furnish board and
 8 lodging and other necessary expense or a minimum of \$45.00 per day, per
 9 worker, on a seven (7) day per week basis being considered a minimum
 10 amount except where adequate subsistence or lodging is furnished on the
 11 job. The Employer may elect to pay full expenses over weekends or pay
 12 travel time at the straight time rate and furnish transportation to and from
 13 the Employer's home base.

14
 15 (b) When workers report to the Employer's shop, as
 16 defined herein within the jurisdiction of the Union without travel expense,
 17 the Employer shall furnish transportation and pay for time from shop to job,
 18 job to shop, job to job.

19
 20 A job site is considered to be the physical location where employees report
 21 for their work assignments. The Employer's shop (service center) is
 22 considered to be a separate, single job site. All other physical locations
 23 where workers report for work are each considered to be a single, separate
 24 job site.

25 (c) For traveling from job to job during the regular
 26 working hours where the worker provides his or her own transportation, the
 27 worker shall be paid their regular rate plus one dollar (\$1.00) per road-mile
 28 traveled.

29 (d) Traveling time shall be paid at one and one-half
 30 times the regular straight-time rate of pay to any worker who is driving the
 31 Employer's vehicle, for the Employer's convenience to and from any job
 32 within the jurisdiction of the Union when workers are ordered to travel on
 33 other than their regular work hours.

34
 35 (e) A joint venture by two (2) or more firms signatory
 36 to this Agreement shall be considered a new Employer.

37
 38 (f) "Shop" as used in this Agreement shall mean an
 39 established place of business as defined in ARTICLE II, Section 4 hereof.

1 When an Employer, signatory to this Agreement, establishes another place
2 of business as herein defined, within the jurisdiction of the Union,
3 recognition of such a "shop" shall be determined by Local
4 Union 332, IBEW.

5
6 When such a second shop is recognized by the Union, any job, which the
7 Employer has in progress, shall continue to operate with no change in place
8 of reporting, travel allowance or per diem until its completion.

9
10 Any dispute over refusal by the Union to recognize an Employer's
11 established place of business as a "shop" shall be subject to the grievance
12 procedure set forth in this Agreement.

13
14 (g) Additional workers shall be employed in the same
15 manner as local Employers and all such workers shall receive the wages and
16 conditions as outlined in this Agreement.

17
18 (h) The last worker or workers, employed by an
19 outside firm, shall receive at the time of layoff, a notice of immediate
20 deposit that all fringe benefit funds have been paid to the appropriate
21 agency accompanied by an approved transmittal.

22
23 Employers covered by this section shall notify the Local Union Office when
24 their work is completed.

25 26 **VEHICLES**

27 **Section 3.15** (a) No worker shall use his vehicle in any manner
28 detrimental to the best interest of other workers nor shall any worker use his
29 vehicle to transport the Employer's tools, materials or plan sets.

30 31 **SIGNS ON TRUCKS**

32 (a) Each signatory contractor to this IBEW
33 Agreement shall have legible identification signs, seals, decals, or stickers
34 of not less than 12 inches by 18 inches permanently attached on each
35 exterior side of his truck(s). No worker shall drive company trucks without
36 approved signs unless such unmarked trucks have been reported to the
37 Local Union by the Employer, such reporting shall only be valid for a sixty
38 (60) day period.

39

SAFETY

1
2 **Section 3.16** (a) On changes or additions to energized circuits or
3 equipment carrying four hundred and forty (440) volts or over, as a safety
4 measure, two or more journeymen must work together, both wearing PPE
5 (personal protective equipment), one standing by.

6
7 (b) Due to the serious recognized hazards to
8 employees and risks to facilities and equipment, IBEW/NECA strongly
9 supports the control and elimination of energized electrical work whenever
10 possible. In the limited instances where work meets the criteria established
11 in NFPA 70E, Article 130 (Justification for Work on or Near Live Parts)
12 and OSHA 1910.333 (Selection and Use of Work Practices) adequate safety
13 or protection devices including Fire-rated clothing (in the appropriate size)
14 shall be supplied by the Employer in accordance with the Safety Orders of
15 the Department of Industrial Relations and the CAL-OSHA Standard for
16 Electrical Safety in the workplace. Workers shall observe and comply with
17 all Employer policies and procedures in matters of Safety.

18
19 (c) Where a question of safety arises and leads to a
20 dispute that cannot be settled on the job then the question shall be settled
21 according to Article I, Section 1.06 of this Agreement. Workers working
22 under terms of this Agreement shall not be discharged for revealing unsafe
23 conditions on a job or for refusing to work on that portion of a job before a
24 decision has been rendered. The employee may be issued a temporary layoff
25 if no other work is available.

IMPROPER WORKMANSHIP

26
27
28 **Section 3.17** A Journeyman shall be required to make corrections on
29 improper workmanship for which he is responsible on his own time and
30 during regular working hours, unless errors were made by orders of the
31 Employer or the Employer's representative. Employers shall notify the
32 Union of workers who fail to adjust improper workmanship. The Union
33 assumes responsibility for the enforcement of this provision for its members
34 only. Correction to be made only after a fair investigation by the Employer
35 and the Business Manager of the Union.

SCOPE OF WORK

36
37
38 **Section 3.18** (a) Workers employed under the terms and conditions
39 of this Agreement shall do all electrical work that is not covered by the 9th

1 District Sound and Communications Agreement. The following list is
2 comprehensive but not all inclusive. Any related electrical equipment and/or
3 materials are to be installed and maintained by workers working under the
4 terms and conditions of this Agreement:

- 5
- 6 ▪ Electric lighting, electric heating, electric cooling and electric power
7 systems;
- 8
- 9 ▪ Temporary lighting and power systems;
- 10
- 11 ▪ Construction, installation, pre-weld heating, welding, brazing,
12 burning, cutting, fitting, bending, drilling, shaping, and erection of all
13 copper, channel iron, angle iron, I-beams, brackets, supports, or
14 fittings that are fabricated or pre-fabricated **which are specific parts**
15 **of the installation of the electrical work or equipment on the**
16 **jobsite** and the maintenance thereon, this in no way includes shared
17 brackets, hanger systems or support racks;
- 18
- 19 ▪ Electrical equipment, such as motor control centers, transformers,
20 power supplies and storage cells that are to be wired and installed on
21 a jobsite;
- 22
- 23 ▪ Meggering and hi-potting of all control devices, overloads, control
24 wiring and the phase rotation tests;
- 25
- 26 ▪ Electrical work related to the connecting of fixtures, motors, and
27 controllers;
- 28
- 29 ▪ Computer power floor cables (* see below) and connections, under
30 carpet raceways, connections to electrified furniture partitions,
31 electrical devices and trim;
- 32
- 33 ▪ Electrical/electronic instrumentation (** see below) (not pneumatic),
34 electrical connections to conveyor systems, robotics and
35 programmable controllers;
- 36
- 37 ▪ Electrical connections of electrified cranes and trolleys;
- 38
- 39 ▪ Sound and fire pads, fire caulking resultant to the electrical
40 installation;
- 41
- 42 ▪ Life safety and emergency systems;
- 43

- 1 ▪ UPS and clean power systems, medium voltage distribution systems,
2 electrical bus ducts, electrical gutters, electrical cable tray and
3 electrical grounding systems;
4
- 5 ▪ Solar photovoltaic systems and sinology principles are to be included
6 (such as all solar panels, related conduit and wiring and the related
7 electronic devices associated with a photovoltaic installation);
8
- 9 ▪ On-site underground power distribution systems (including PVC
10 and/or rigid conduit) and all supports, fiber optic system raceways,
11 including the setting of underground pull boxes and vaults;
12
- 13 ▪ Conduit and related work for street lighting, traffic signals and other
14 related electrical equipment;
15
- 16 ▪ Related items above and below grade including electrical and
17 communications duct banks;
18
- 19 ▪ Electrical work related to trade shows (rigging, lighting, temporary
20 wiring, etc.);
21
- 22 ▪ The operation of motorized equipment (gas or electric) related to the
23 installation of electrical work (fork lifts, GLG's, man lifts, ditch
24 witches, etc.);
25
- 26 ▪ It will not be a breach of this Agreement to use prefabricated
27 catalogue items which are available to the Employers in the electrical
28 industry;
29
- 30 ▪ Prefabrication, when performed by the Employer, shall be done by
31 workers working under the terms and conditions of this Agreement;
32
- 33 ▪ Items listed or inferred in the above list shall, when delivered to a
34 shop or jobsite, be off-loaded, received and transported thereafter by
35 members of the IBEW;
36
- 37 (*) unless designated otherwise by the Customer
38
- 39 (**) may not include commissioning, calibration,
40 programming or "parts & smarts"
41

42 The Employers and the Union agree to mutual cooperation to ensure the
43 "Scope of Work" provisions work to the benefit of the Electrical Industry.

1
2 (b) No electrical equipment installed under this
3 section shall be energized while in a definite hazardous condition after
4 normal working hours unless under the supervision of a qualified
5 electrician.

6 7 **CABLE SPLICING**

8 (c) Cable splicing: All work of joining, splicing, and
9 insulating, where wiped lead joints are necessary, shall be performed by
10 cable splicers. Journeyman wiremen shall be used in assisting cable splicers
11 in all manhole work and where wiped lead joints are necessary, and may
12 place flame proof covering.

13
14 The splicing or joining of synthetic cable of such insulation or application
15 characteristic, which requires skill and experience not possessed by the
16 average Journeyman Wireman, shall carry the cable splicer rate. The
17 necessity for an assistant to the cable splicer shall be determined by the job.

18
19 (d) Cable splicers shall not be required to work on
20 wires or cables when the difference in potentials is over three hundred (300)
21 volts between any two (2) conductors or between any conductor and ground,
22 unless assisted by a Journeyman Wireman. In no case shall cable splicers be
23 required to work on energized cables carrying in excess of four hundred and
24 forty (440) volts.

25
26 (e) If not supplied by the Employer, the cable splicer
27 shall receive four dollars (\$4.00) per day tool allowance, and be reimbursed
28 for the amount of gas used.

29 30 **WELDING**

31 (f) **A Journeyman who is required to weld shall**
32 **receive a bonus of five dollars (\$5.00) per day. An assignment of one (1)**
33 **hour shall entitle an employee to this daily bonus.**

34
35 **Where certified welders are required, they shall receive the Foreman's**
36 **rate of pay.**

37
38 The Employer shall furnish all necessary equipment -- hoods, goggles,
39 gloves, capes, and adequate protective clothing.

1
2 **PAID PARKING**

3 **Section 3.19** (a) In the Metropolitan Areas of Santa Clara County,
4 **where free parking is not available within six (6) blocks of the job** or
5 project, the Employer shall reimburse Employees at the lowest rate available
6 within said six (6) block area, provided the Employee presents a signed and
7 dated receipt for each parking expenditure, or the Employer may opt to
8 furnish transportation from a central location within fifteen (15) minutes of
9 the job-site, prior to starting time and return to the central location by the
10 regular quitting time.

11
12 (a) On new construction projects (Building Trades
13 Jobs) where specific areas are designated as assigned parking areas, and
14 where such areas are **more than 1/4 mile (1320 feet) from the work area**,
15 the Employer shall provide transportation from the assigned parking area no
16 earlier than ten (10) minutes prior to starting time, and shall be returned to
17 the parking area ten (10) minutes prior to quitting time.

18
19
20 **ARTICLE IV**
21 **INSIDE APPRENTICESHIP**

22
23 **Section 4.01** There shall be a local Joint Apprenticeship and Training
24 Committee (JATC) consisting of a total of either six or eight (6 or 8)
25 members who shall also serve as Trustees to the local apprenticeship and
26 training trust. An equal number of members either three or four (3 or 4)
27 shall be appointed, in writing, by the local chapter of the National Electrical
28 Contractors Association (NECA) and the Local Union of the International
29 Brotherhood of Electrical Workers (IBEW).

30
31 The local apprenticeship standards shall be in conformance with national
32 guideline standards and industry policies to ensure that each apprentice has
33 satisfactorily completed the NJATC required hours and course of study. All
34 apprenticeship standards shall be registered with the NJATC before being
35 submitted to the appropriate registration agency.

36
37 The JATC shall be responsible for the training of apprentices, journeymen,
38 installers, technicians, and all others (un-indentured, intermediate
39 journeymen, etc.)

1
2 **Section 4.02** All JATC member appointments, reappointments, and
3 acceptance of appointments shall be in writing. Each member shall be
4 appointed for a three (3) year term, unless being appointed for a lesser period
5 of time to complete an un-expired term. The terms shall be staggered, with
6 one (1) term from each side expiring each year. JATC members shall
7 complete their appointed term unless removed for cause by the party they
8 represent or they voluntarily resign. **All vacancies shall be filled**
9 **immediately.**

10
11 The JATC shall select from its membership, but not both from the same
12 party, a Chairman and a Secretary who shall retain voting privileges. The
13 JATC will maintain one (1) set of minutes for JATC committee meetings and
14 a separate set of minutes for trust meetings.

15
16 The JATC should meet on a monthly basis, and also upon the call of the
17 Chairman.

18
19 **Section 4.03** Any issue concerning an apprentice or an apprenticeship
20 matter shall be referred to the JATC for its review, evaluation, and resolve;
21 as per standards and policies. If the JATC deadlocks on any issue, the matter
22 shall be referred to the Labor-Management Committee for resolution as
23 outlined in Article I of this Agreement; except for trust fund matters, which
24 shall be resolved as stipulated in the local trust instrument.

25
26 **Section 4.04** There shall be only one (1) JATC and one (1) local
27 apprenticeship and training trust. The JATC may, however, establish joint
28 subcommittees to meet specific needs, such as residential or
29 telecommunications apprenticeship. The JATC may also establish a
30 subcommittee to oversee an apprenticeship program within a specified area
31 of the jurisdiction covered by this Agreement.

32
33 All subcommittee members shall be appointed, in writing, by the party they
34 represent. A subcommittee member may or may not be a member of the
35 JATC.

36
37 **Section 4.05** The JATC may select and employ a part-time or a full-
38 time Training Director and other support staff, as it deems necessary. In
39 considering the qualifications, duties and responsibilities of the Training

1 Director, the JATC should review the Training Director's Job Description
2 provided by the NJATC. All employees of the JATC shall serve at the
3 pleasure and discretion of the JATC.
4

5 **Section 4.06** To help ensure diversity of training, provide reasonable
6 continuous employment opportunities and comply with apprenticeship rules
7 and regulations, the JATC, as the program sponsor, shall have full authority
8 for issuing all job training assignments and for transferring apprentices from
9 one Employer to another. **The Employer shall cooperate in providing**
10 **apprentices with needed work experiences. The Local Union referral**
11 **office shall be notified, in writing, of all job-training assignments.** If the
12 Employer is unable to provide reasonable continuous employment for
13 apprentices, the JATC is to be so notified.
14

15 **Section 4.07** All apprentices shall enter the program through the JATC
16 as provided for in the registered apprenticeship standards and selection
17 procedures.
18

19 An apprentice may have their indenture canceled by the JATC at any time
20 prior to completion as stipulated in the registered standards. Time worked
21 and accumulated in apprenticeship shall not be considered for Local Union
22 referral purposes until the apprentice has satisfied all conditions of
23 apprenticeship. Individuals terminated from apprenticeship shall not be
24 assigned to any job in any classification, or participate in any related
25 training, unless they are reinstated in apprenticeship as per the standards, or
26 they qualify through means other than apprenticeship, at sometime in the
27 future, but no sooner than two (2) years after their class has completed
28 apprenticeship, and they have gained related knowledge and job skills to
29 warrant such classification.
30

31 **Section 4.08** The JATC shall select and indenture a sufficient number
32 of apprentices to meet local manpower needs. The JATC is authorized to
33 indenture the number of apprentices necessary to meet the job site ratio as
34 per Section 4.12.
35

36 **Section 4.09** Though the JATC cannot guarantee any number of
37 apprentices; if a qualified Employer requests an apprentice, the JATC shall
38 make every effort to honor the request. If unable to fill the request within ten
39 (10) working days, the JATC shall select and indenture the next available

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

3
 4 **Section 4.10** To accommodate short-term needs when apprentices are
 5 unavailable, the JATC shall assign un-indentured workers who meet the
 6 basic qualifications for apprenticeship. **Un-indentured workers shall not**
 7 **remain employed if apprentices become available for OJT assignment.**
 8 Unindentured workers shall be used to meet job site ratios except on wage-
 9 and-hour (prevailing wage) job sites.

10
 11 Before being employed, the unindentured person must sign a letter of
 12 understanding with the JATC and the Employer — agreeing that they are not
 13 to accumulate more than two thousand (2,000) hours as an unindentured, that
 14 they are subject to replacement by indentured apprentices and that they are
 15 not to work on wage-and-hour (prevailing wage) job sites.

16
 17 Should an unindentured worker be selected for apprenticeship, the JATC
 18 will determine, as provided for in the apprenticeship standards, if some
 19 credit for hours worked as an unindentured will be applied toward the
 20 minimum OJT hours of apprenticeship.

21
 22 The JATC may elect to offer voluntary related training to un-indentured;
 23 such as Math Review, English, Safety, Orientation/Awareness, and
 24 Introduction to OSHA, First-Aid, and CPR. Participation shall be voluntary.

25
 26 **Section 4.11** The Employer shall contribute to the local Health and
 27 Welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf
 28 of all apprentices and unindentured. Contributions to other benefit plans may
 29 be addressed in other sections of this Agreement.

30
 31 **Section 4.12** Each job site shall be allowed a ratio of two (2)
 32 apprentice(s) for every three (3) Journeyman Wiremen.

	Maximum Number
	of
Number of Journeymen	Apprentices/Un-indentured
1 to 3	2
4 to 6	4
etc.	etc.

33
 34
 35
 36
 37
 38
 39
 40

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

3
4 A job site is considered to be the physical location where employees report
5 for their work assignments. The Employer's shop (service center) is
6 considered to be a separate, single job site. All other physical locations
7 where workers report for work are each considered to be a single, separate
8 job site.

9
10 **Section 4.13** An apprentice is to be under the supervision of a
11 Journeyman Wireman at all times. This does not imply that the apprentice
12 must always be in sight of a Journeyman Wireman. Journeymen are not
13 required to constantly watch the apprentice. Supervision will not be of a
14 nature that prevents the development of responsibility and initiative. Work
15 may be laid out by the employer's designated supervisor or Journeyman
16 based on their evaluation of the apprentice's skills and ability to perform the
17 job tasks. Apprentices shall be permitted to perform job tasks in order to
18 develop job skills and trade competencies. Journeymen are permitted to
19 leave the immediate work area without being accompanied by the
20 apprentice.

21
22 Apprentices' who have **satisfactorily completed the first four years of**
23 **related classroom training using the NJATC curriculum and**
24 **accumulated a minimum of 6,500 hours of OJT with satisfactory**
25 **performance**, shall be permitted to work alone on any job site and receive
26 work assignments in the same manner as a Journeyman Wireman.

27
28 **An apprentice shall not be the first person assigned to a job site and**
29 **apprentices shall not supervise the work of others.**

30
31 **Section 4.14** Upon satisfactory completion of apprenticeship, the
32 JATC shall issue all graduating apprentices an appropriate diploma from the
33 NJATC. The JATC shall encourage each graduating apprentice to apply for
34 college credit through the NJATC. **The JATC may also require each**
35 **apprentice to acquire any electrical license required for journeymen to**
36 **work in the jurisdiction covered by this Agreement.**

37
38 **Section 4.15** The parties to this Agreement shall be bound by the Local
39 Joint Apprenticeship and Training Trust Fund Agreement which shall

1 conform to Section 302 of the Labor-Management Relations Act of 1947 as
2 amended, ERISA and other applicable regulations.

3
4 The Trustees authorized under this Trust Agreement are hereby empowered
5 to determine the reasonable value of any facilities, materials, or services
6 furnished by either party. All funds shall be handled and disbursed in
7 accordance with the Trust Agreement.

8
9 **Section 4.16** All Employers subject to the terms of this Agreement
10 shall contribute the amount of funds specified by the parties signatory to the
11 local apprenticeship and training trust agreement. The current rate of
12 contribution is One Dollar and Thirty Five Cents (\$1.35) per hour for each
13 hour worked. This sum shall be due the Trust Fund by the same date as is
14 their payment to the NEBF under the terms of the Restated Employees
15 Benefit Agreement and Trust.

18 **ARTICLE V**

19 **National Electrical Benefit Fund – (NEBF)**

20
21 **Section 5.01** It is agreed that in accord with the Employees Benefit
22 Agreement of the National Electrical Benefit Fund ("NEBF"), as entered
23 into between the National Electrical Contractors Association and the
24 International Brotherhood of Electrical Workers on September 3, 1946, as
25 amended, and now delineated as the Restated Employees Benefit Agreement
26 and Trust, that unless authorized otherwise by the NEBF the individual
27 Employer will forward monthly to the NEBF's designated local collection
28 agent an amount equal to 3% of the gross monthly labor payroll paid to, or
29 accrued by, the employees in this bargaining unit, and a completed payroll
30 report prescribed by the NEBF. The payment shall be made by check or
31 draft and shall constitute a debt due and owing to the NEBF on the last day
32 of each calendar month, which may be recovered by suit initiated by the
33 NEBF or its assignee. The payment and the payroll report shall be mailed to
34 reach the office of the appropriate local collection agent not later than
35 fifteen (15) calendar days following the end of each calendar month.

36
37 The individual Employer hereby accepts, and agrees to be bound by, the
38 Restated Employees Benefit Agreement and Trust.

39

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

6
 7 The failure of an individual Employer to comply with the applicable
 8 provisions of the Restated Employees Benefit Agreement and Trust shall
 9 also constitute a breach of this Agreement.

10
 11
 12 **ARTICLE VI**
 13 **REFERRAL PROCEDURES**

14
 15 **Section 6.01** In the interest of maintaining an efficient system of
 16 production in the Electrical Industry, providing for an orderly procedure of
 17 referral of applicants for employment, preserving the legitimate interests of
 18 the employees in their employment status within the area and of eliminating
 19 discrimination in employment because of membership or non membership in
 20 the Union, the parties hereto agree to the following system of referral of
 21 applicants for employment.

22
 23 **Section 6.02** **The Union shall be the sole and exclusive source of**
 24 **referral of applicants for employment.**

25
 26 **Section 6.03** **The Employer shall have the right to reject any**
 27 **applicant for employment.**

28
 29 **Section 6.04** The Union shall select and refer applicants for
 30 employment without discrimination against such applicants by reason of
 31 membership or non-membership in the Union and such selection and referral
 32 shall not be affected in any way by rules, regulations, by-laws, constitutional
 33 provisions or any other aspect or obligation of Union membership policies or
 34 requirements. All such selection and referral shall be in accord with the
 35 following procedure.

36
 37 **Section 6.05** The Union shall maintain a register of applicants for
 38 employment established on the basis of the Groups listed below. Each

1 applicant for employment shall be registered in the highest priority Group
2 for which he qualifies.

3
4
5 **JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN**
6

7 **GROUP I** All applicants for employment who have four or more
8 years' experience in the trade, are residents of the
9 geographical area constituting the normal construction
10 labor market, have passed a Journeyman Wireman's
11 examination given by a duly constituted Inside
12 Construction Local Union of the IBEW or have been
13 certified as a Journeyman Wireman by any Inside Joint
14 Apprenticeship and Training Committee, and, who have
15 been employed in the trade for a period of at least one
16 year in the last four years in the geographical area
17 covered by the Collective Bargaining Agreement.
18

19 **GROUP II** All applicants for employment who have four (4) or more
20 years experience in the trade and who have passed a
21 Journeyman Wireman's Examination given by a duly
22 constituted Inside Construction Local Union of the IBEW
23 or have been certified as a Journeyman Wireman by any
24 Inside Joint Apprenticeship and Training Committee.
25

26 **GROUP III** All applicants for employment who have two (2) or more
27 years' experience in the trade, are residents of the
28 geographical area constituting the normal construction
29 labor market, and who have been employed for at least
30 six (6) months in the last three (3) years in the
31 geographical area covered by the Collective Bargaining
32 Agreement.
33

34 **GROUP IV** All applicants for employment who have worked at the
35 trade for more than one (1) year.
36

37 **Section 6.06** If the registration list is exhausted and the Local Union is
38 unable to refer applicants for employment to the Employer within forty-eight
39 (48) hours from the time of receiving the Employer's request, Saturdays,

1 Sundays and Holidays excepted, **the Employer shall be free to secure**
 2 **applicants without using the Referral Procedure, but such applicants, if**
 3 **hired, shall have the status of "temporary employees."**

4
 5 **Section 6.07** The Employer shall notify the Business Manager
 6 promptly of the names and Social Security numbers of such "temporary
 7 employees" **and shall replace such "temporary employees" as soon as**
 8 **registered applicants for employment are available under the Referral**
 9 **Procedure.**

10 SANTA CLARA COUNTY

11
 12 **Section 6.08** (a) **"Normal construction labor market"** is defined
 13 to mean the following geographical area plus the commuting distance (30 air
 14 miles from the County line) adjacent thereto, which includes the area from
 15 which the normal labor supply is secured.

16
 17 (b) The above geographical area is agreed upon by the
 18 parties to include the areas defined by the Secretary of Labor to be the
 19 appropriate prevailing wage areas under the Davis-Bacon Act to which this
 20 Agreement applies.

21
 22 (c) **"Resident"** means a person who has maintained
 23 his permanent home in the above defined geographical area for a period of
 24 not less than **one** (1) year or who, having had a permanent home in this area,
 25 has temporarily left with the intention of returning to this area as his
 26 permanent home.

27 EXAMINATIONS

28 **Section 6.09** An "Examination" shall include experience rating tests if
 29 such examination shall have been given prior to the date of this procedure,
 30 but from and after the date of this procedure, shall include only written
 31 and/or practical examinations given by a duly constituted Inside
 32 Construction Local Union of the IBEW Reasonable intervals of time for
 33 examinations are specified as ninety (90) days. An applicant shall be eligible
 34 for examination if he has four (4) years' experience in the trade.

35
 36 **Section 6.10** The Union shall maintain an "Out-of-Work List" which
 37 shall list the applicants within each Group in chronological order of the dates
 38 they register their availability for employment.

39

SHORT CALL

1
2 **Section 6.11** An applicant who is hired and who receives, through no
3 fault of his own, work of forty (40) hours or less shall, upon re-registration,
4 be restored to his appropriate place within his Group.

5
6 **Section 6.12** Employers shall advise the Business Manager of the
7 Local Union of the number of applicants needed. The Business Manager
8 shall refer applicants to the Employer by first referring applicants in GROUP
9 I, in order of their place on the "Out-of-Work List" and then referring
10 applicants in the same manner successively from the "Out-of-Work List" in
11 GROUP II, then GROUP III, and then GROUP IV. Any applicant who is
12 rejected by the Employer shall be returned to his appropriate place within his
13 GROUP and shall be referred to other employment in accordance with the
14 position of his GROUP and his place within his GROUP.

15
16 **Section 6.13** The only exceptions which shall be allowed in this order
17 of referral are as follows:

18
19 (a) When the Employer states bona fide requirements
20 for special skills and abilities in his request for applicants, the Business
21 Manager shall refer the first applicant on the register possessing such skills
22 and abilities.

23
24 (b) The age ratio clause in the Agreement calls for the
25 employment of an additional employee or employees on the basis of age.
26 Therefore, the Business Manager shall refer the first applicant on the
27 register satisfying the applicable age requirements provided, however, that
28 all names in higher priority Groups, if any, shall first be exhausted before
29 such overage reference can be made.

REFERRAL APPEALS COMMITTEE

30
31 **Section 6.14** (a) An Appeals Committee is hereby established
32 composed of one (1) member appointed by the Union, one (1) member
33 appointed by the Employer or by the Association, as the case may be, and a
34 Public Member appointed by both of these members.

35
36
37 (b) An applicant who is discharged for cause two (2)
38 times within a 12-month period shall be referred to the neutral member of
39 the Appeals Committee for a determination as to the applicant's continued

1 eligibility for referral. The neutral member of the Appeals Committee shall,
2 within three (3) business days, review the qualifications of the applicant and
3 the reasons for the discharges. The neutral member of the Appeals
4 Committee may, in his or her sole discretion: (1) require the applicant to
5 obtain further training from the JATC before again being eligible for
6 referral; (2) disqualify the applicant for referral for a period of four (4)
7 weeks, or longer, depending on the seriousness of the conduct and/or
8 repetitive nature of the conduct; (3) refer the applicant to an employee
9 assistance program, if available, for evaluation and recommended action; or
10 (4) restore the applicant to his/her appropriate place on the referral list.

11
12 (c) It shall be the function of the Appeals Committee
13 to consider any complaint of any employee or applicant for employment
14 arising out of the administration by the Local Union of Sections 6.04
15 through 6.15 of the Agreement. The Appeals Committee shall have the
16 power to make a final and binding decision on any such complaint which
17 shall be complied with by the Local Union. The Appeals Committee is
18 authorized to issue procedural rules for the conduct of its business but it is
19 not authorized to add to, subtract from, or modify any of the provisions of
20 this Agreement and its decisions shall be in accord with this Agreement.

21
22 **Section 6.15** A representative of the Employer or of the Association, as
23 the case may be, designated to the Union in writing, shall be permitted to
24 inspect the Referral Procedure records at any time during normal business
25 hours.

26
27 **Section 6.16** A copy of the Referral Procedure set forth in this
28 Agreement shall be posted on the Bulletin Board in the offices of the Local
29 Union and in the office of the Employers who are parties to this Agreement.

30
31 **Section 6.17** Apprentices shall be hired and transferred in accordance
32 with the Apprenticeship provisions of the Agreement between the parties.

33
34

1 hour worked for each employee working under the terms of this Agreement
2 to the Health and Welfare Trust so established for the benefits of such
3 employees. **Current contribution rate is found on the wage pages.**

4
5 The Trust, jointly established and administered, shall operate in compliance
6 with Federal and State regulations governing Health & Welfare. The terms
7 of said Trust Agreement are incorporated herein by reference and are as
8 effective as if fully set forth herein.

9 10 **PENSION CATEGORIES**

11 **Section 8.03** (a) Effective February 27, 1990, there shall be four (4)
12 pension categories under this Agreement. Category is based upon industry
13 seniority under the Collective Bargaining Agreement, and the attainment of
14 advanced levels of experience at the trade. The terms and conditions of this
15 Agreement shall be applied in accordance with attained category.

16
17 Category 4 (White) shall consist of all apprentices and journeymen wiremen
18 and technicians who have worked at the trade for one (1) year or less.

19
20 Category 3 (Green) shall consist of journeymen wireman and journeymen
21 technicians who have worked at the trade for more than one (1) year.

22
23 Category 2 (Yellow) shall consist of journeymen wiremen and journeymen
24 technicians who have three (3) or more years' experience in the trade.

25
26 Category 1 (Blue) shall consist of journeymen wiremen and journeymen
27 technicians who have five (5) or more years' experience in the trade.

28
29 **Overtime wage for employees in all categories shall be computed at the**
30 **White wage rate.**

31
32 (b) Effective June 1, 2008 every Employer shall
33 contribute the sum of Eight Dollars and Thirty-Five cents (\$8.35) per hour
34 for each hour worked for each employee working under the terms of this
35 Agreement ** to the Local Union #332 Pension Trust so established for the
36 benefit of such employees.

37
38

1 **Current contribution rates are found on the wage pages.**

2

3 Category 1 (Blue) \$14.35

4 Category 2 (Yellow) \$12.35

5 Category 3 (Green) \$10.35

6 Category 4 (White) \$ 8.35

7

8 Such benefits shall be paid monthly into the Trust Fund. Future changes in
9 the pension Plan shall be either deducted from or added to (in the event of
10 elimination of a benefit), the basic employee wage.

11

12 ** With the exception of Probationary Apprentices.

13

1 Effective June 1, 2008
2

Category Wage H & W * Pension NEBF AMF Total JATC JEIF

**Journeyman
Wireman**

Blue	41.57	8.98	14.35	1.427	0.238	66.57	0.85	0.14
Yellow	43.57	8.98	12.35	1.427	0.238	66.57	0.85	0.14
Green	45.57	8.98	10.35	1.427	0.238	66.57	0.85	0.14
White	47.57	8.98	8.35	1.427	0.238	66.57	0.85	0.14

Foreman

Blue	48.71	8.98	14.35	1.641	0.274	73.96	0.85	0.14
Yellow	50.71	8.98	12.35	1.641	0.274	73.96	0.85	0.14
Green	52.71	8.98	10.35	1.641	0.274	73.96	0.85	0.14
White	54.71	8.98	8.35	1.641	0.274	73.96	0.85	0.14

General Foreman

Blue	55.84	8.98	14.35	1.855	0.309	81.33	0.85	0.14
Yellow	57.84	8.98	12.35	1.855	0.309	81.33	0.85	0.14
Green	59.84	8.98	10.35	1.855	0.309	81.33	0.85	0.14
White	61.84	8.98	8.35	1.855	0.309	81.33	0.85	0.14

Cable Splicer

Blue	48.71	8.98	14.35	1.641	0.274	73.96	0.85	0.14
Yellow	50.71	8.98	12.35	1.641	0.274	73.96	0.85	0.14
Green	52.71	8.98	10.35	1.641	0.274	73.96	0.85	0.14
White	54.71	8.98	8.35	1.641	0.274	73.96	0.85	0.14

**Journeyman
Technician**

Blue	41.57	8.98	14.35	1.427	0.238	66.57	0.85	0.14
Yellow	43.57	8.98	12.35	1.427	0.238	66.57	0.85	0.14
Green	45.57	8.98	10.35	1.427	0.238	66.57	0.85	0.14
White	47.57	8.98	8.35	1.427	0.238	66.57	0.85	0.14

3
4 Taxes owed such as Social Security, etc. will be calculated at the reduced
5 wage rate selected by the Employee. Overtime, overtime shift rates, dues,
6 NEBF and NECA shall be computed at the White wage rate.
7

8 *7% Union dues must be computed on gross wages before any wage
9 reduction.
10

1 Effective December 1, 2008
2

Category Wage H & W * Pension NEBF AMF Total JATC JEIF

**Journeyman
Wireman**

Blue	41.57	9.73	14.60	1.427	0.238	67.57	0.85	0.14
Yellow	43.57	9.73	12.60	1.427	0.238	67.57	0.85	0.14
Green	45.57	9.73	10.60	1.427	0.238	67.57	0.85	0.14
White	47.57	9.73	8.60	1.427	0.238	67.57	0.85	0.14

Foreman

Blue	48.71	9.73	14.60	1.641	0.274	74.96	0.85	0.14
Yellow	50.71	9.73	12.60	1.641	0.274	74.96	0.85	0.14
Green	52.71	9.73	10.60	1.641	0.274	74.96	0.85	0.14
White	54.71	9.73	8.60	1.641	0.274	74.96	0.85	0.14

General Foreman

Blue	55.84	9.73	14.60	1.855	0.309	82.33	0.85	0.14
Yellow	57.84	9.73	12.60	1.855	0.309	82.33	0.85	0.14
Green	59.84	9.73	10.60	1.855	0.309	82.33	0.85	0.14
White	61.84	9.73	8.60	1.855	0.309	82.33	0.85	0.14

Cable Splicer

Blue	48.71	9.73	14.60	1.641	0.274	74.96	0.85	0.14
Yellow	50.71	9.73	12.60	1.641	0.274	74.96	0.85	0.14
Green	52.71	9.73	10.60	1.641	0.274	74.96	0.85	0.14
White	54.71	9.73	8.60	1.641	0.274	74.96	0.85	0.14

**Journeyman
Technician**

Blue	41.57	9.73	14.60	1.427	0.238	67.57	0.85	0.14
Yellow	43.57	9.73	12.60	1.427	0.238	67.57	0.85	0.14
Green	45.57	9.73	10.60	1.427	0.238	67.57	0.85	0.14
White	47.57	9.73	8.60	1.427	0.238	67.57	0.85	0.14

3

4 Taxes owed such as Social Security, etc. will be calculated at the reduced
5 wage rate selected by the Employee. Overtime, overtime shift rates, dues,
6 NEBF and NECA shall be computed at the White wage rate.

7

8 *7% Union dues must be computed on gross wages before any wage
9 reduction.

10

1 The Pension Trust, jointly established and administered, shall operate in
2 compliance with Federal and State regulations governing Pension Plans.
3 The terms of said Trust Agreement are incorporated herein by reference and
4 are as effective as if fully set forth herein.

5
6 **JOINT ELECTRICAL INDUSTRY FUND - (JEIF)**

7 **Labor-Management Cooperation Committee – (LMCC)**

8 **Section 8.04** The parties agree to participate in a Labor-Management
9 Cooperation Fund, under authority of Section 6(b) of the Labor
10 Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section
11 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9).
12 The purposes of this Fund include the following:

- 13
14 1. To improve communications between
15 representatives of Labor and Management;
16
17 2. To provide workers and employers with
18 opportunities to study and explore new and
19 innovative joint approaches to achieving
20 organizational effectiveness;
21
22 3. To assist workers and employers in solving
23 problems of mutual concern not susceptible to
24 resolution within the collective bargaining
25 process;
26
27 4. To study and explore ways of eliminating
28 potential problems which reduce the
29 competitiveness and inhibit the economic
30 development of the electrical construction
31 industry;
32
33 5. To sponsor programs which improve job
34 security, enhance economic and community
35 development, and promote the general welfare of
36 the community and industry;
37
38 6. To engage in research and development
39 programs concerning various aspects of the
40 industry, including, but not limited to, new
41 technologies, occupational safety and health,

1 labor relations, and new methods of improved
2 production;
3

4 7. To engage in public education and other
5 programs to expand the economic development
6 of the electrical construction industry;
7

8 8. To enhance the involvement of workers in
9 making decisions that affect their working lives;
10 and,
11

12 9. To engage in any other lawful activities
13 incidental or related to the accomplishment of
14 these purposes and goals.
15

16 The Fund shall function in accordance with, and as provided in, its
17 Agreement and Declaration of Trust and any amendments thereto and any
18 other of its governing documents. Each Employer hereby accepts, agrees to
19 be bound by, and shall be entitled to participate in the LMCC, as provided
20 in said Agreement and Declaration of Trust.
21

22 Each Employer shall contribute the sum of six cents (\$.06) per hour.
23 Payment shall be forwarded monthly, in a form and manner prescribed by
24 the Trustees, no later than fifteen (15) calendar days following the last day
25 of the month in which the labor was performed. The Santa Clara Valley
26 Chapter, NECA, or its designee, shall be the collection agent for this Fund.
27

28 If an Employer fails to make the required contributions to the Fund, the
29 Trustees shall have the right to take whatever steps are necessary to secure
30 compliance. In the event the Employer is in default, the Employer shall be
31 liable for a sum equal to 15% of the delinquent payment, but not less than
32 the sum of twenty dollars (\$20.00), for each month payment of contributions
33 is delinquent to the Fund, such amount being liquidated damages, and not a
34 penalty, reflecting the reasonable damages incurred by the Fund due to the
35 delinquency of the payments. Such amount shall be added to and become a
36 part of the contributions due and payable, and the whole amount due shall
37 bear interest at the rate of ten percent (10%) per annum until paid. The
38 Employer shall also be liable for all costs of collecting the payment together
39 with attorneys' fees.
40

ADMINISTRATIVE MAINTENANCE FUND – (AMF)

Section 8.05 Effective January 1998 transmittal period, which starts on December 29, 1997, all Employers signatory to this labor Agreement with the Santa Clara Valley Chapter, NECA designated as their collective bargaining agent shall contribute one half of one percent (.5%) per hour for each hour worked by each employee covered by this Labor Agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the Collective Bargaining Agreement, grievance handling, and all other management duties and responsibilities in this Agreement. The fund is to be administered solely by the Employers. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15th of the month and shall be bound to the same delinquency requirements under this Labor Agreement. The enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the Employers and not the Local Union. The fund may not be used in any manner detrimental to the Local Union or the IBEW.

Section 8.06 It shall not be considered a violation of this Agreement for the Local Union to remove employees from a job and/or shop of a signatory firm who is delinquent in fringe payments to the various trusts for a period of fifteen (15) days. After the Union serves such contractor with a seventy-two (72) hour notice of their intention to take removal action, the seventy-two (72) hour notice shall be by certified mail. Weekends and holidays shall not be included in establishing the seventy-two (72) hours.

PAYROLL AND FRINGE BENEFITS GUARANTEE TRUST FUND

Section 8.07 Each electrical contractor employing workmen under the terms of this Agreement shall deposit Three Hundred Dollars (\$300.00), free of interest, for a payroll and fringe benefits guarantee up to Twenty Thousand Dollars (\$20,000.00) of payroll, but not over the amount, with the Trustees who shall function under a Trust Agreement to be agreed upon between the parties. If at any time the interest accrued in the Payroll and Fringe Benefits Guarantee Trust Fund is depleted, each signatory contractor shall make an additional deposit into such fund of any amount up to Three Hundred Dollars (\$300.00), making a total of Six Hundred dollars (\$600.00)

1 maximum. Notice of such additional deposit shall be by the Joint Labor-
2 Management Committee.

3
4 Net payroll checks shall be paid by the Electrical Industry Payroll and
5 Fringe Benefits guarantee Trust Agreement to be agreed upon between the
6 parties. Net payroll checks shall be paid by the Electrical Industry Payroll
7 and Fringe Benefits Guarantee Trust Fund in a total amount not to exceed
8 Three Thousand Dollars (\$3,000.00) maximum per employee.

9
10 The parties to this Agreement reserve the right to demand a payroll bond if
11 special conditions exist that warrant the need for such a bond. The amount
12 of the payroll bond will be set by the Business Manager and Chapter
13 Manager.

14
15 This payroll and fringe benefits deposit is in no respect a bond covering the
16 contractor's payroll and fringe benefits obligations, but only an emergency
17 fund to relieve employees' financial strain caused by issuing of bad checks
18 or failure of contractors to meet payroll, or failure of contractors to make
19 fringe benefit contributions as provided in this Agreement. If the contractor
20 defaults in the foregoing, his liability shall be as set forth in the Trust
21 Agreement but shall, in any event, include the following:

- 22
- 23 1. The contractor shall be liable for cost of enforcing
24 collection, including but not limited to court costs,
25 attorney fees, loss of earnings of an employee not paid,
26 fringe benefits lost to an employee and any other
27 expenses as determined by the Trustees to be the fault of
28 such delinquent contractor.
 - 29
30 2. The trustees are authorized to institute whatever federal
31 or state, civil or criminal actions as are necessary to
32 enforce collection. Upon collection of defaulted payroll,
33 or a bad check, employees must reimburse the Payroll
34 and Fringe Benefits Guarantee Trust Fund. Employees
35 shall cooperate in every manner in regard to the
36 collection of defaulted payroll, as requested by the
37 trustees.
- 38

1 3. The contractor must, within five (5) calendar days after
2 notice from the Business Manager of Local Union 332,
3 IBEW, make good any defaulted wages to his/her
4 employees. Failure to do so shall subject the contractor
5 to immediate cancellation of his/her Agreement with
6 Local Union No.332, IBEW.

7
8 4. On the first default of payroll payments and/or fringe
9 benefit payments the defaulting contractor shall, upon
10 notice from the Trustees, furnish a surety or cash bond in
11 the amount of Twenty Thousand Dollars (\$20,000.00) as
12 guarantee that wage payments and fringe benefit
13 payments will be regularly made. On the second default
14 of payroll and/or fringe benefit payments, the defaulting
15 contractor shall furnish a bond in an amount to be set by
16 the Trustees using the following formula:

17
18 Four (4) times the weekly wages and fringe
19 benefits for all of said signatory contractors
20 employees covered by this Agreement for previous
21 twelve (12) month period.

22
23 However, the amount of bond required in this
24 instance shall not be less than Twenty Thousand
25 Dollars (\$20,000.00). Failure to furnish the above-
26 referred-to bond shall constitute cause for
27 immediate cancellation of the Collective
28 Bargaining Agreement at the option of the Local
29 Union and the processing of all legal procedures
30 necessary to enforce collection of defaulted
31 amount, plus collection costs and interest
32 involved. It shall not be a violation of this
33 Agreement for the Union to refuse to permit
34 persons covered by this Agreement to work on
35 said job or project until all such wages and/or
36 fringe benefits have been paid.

37
38 5. Whenever a contract for a job that has been partially
39 completed by another contractor he shall notify the Local

1 Union in writing, before starting work. On any job or
 2 project which has been partially completed by one
 3 contractor and work there-on has stopped because of the
 4 failure of the contractor to meet his current obligations
 5 and money is due and payable to employees as wages
 6 and has not been paid, and/or money is due and payable
 7 to existing fringe benefit funds and has not been paid, it
 8 shall not be a violation of this Agreement for the Union
 9 to refuse to permit persons covered by this Agreement to
 10 work on said job or project until all such wages and
 11 fringe benefits have been paid.

- 12
 13 6. It is understood and agreed that this Payroll and Fringe
 14 Benefits Guarantee Trust Fund is considered a joint fund
 15 covering the workmen working under the Inside
 16 Agreement.

17
 18 **DEFAULTED PAY PROVISION**

19 Any and all disputes, claims, or grievances relating to defaulted wage
 20 payments must be filed with the Local Union and NECA Chapter office
 21 within seven (7) calendar days after the regular payroll period in question.
 22 In the case of non-negotiable payroll checks, the time requirement shall be
 23 within twenty-four (24) hours of the employee receiving the bad check
 24 notice.

25
 26
 27 **ARTICLE IX**
 28 **SEPARABILITY CLAUSE**

29
 30 Should any provision of this Agreement be declared illegal by any court of
 31 competent jurisdiction, such provisions shall immediately become null and
 32 void, leaving the remainder of the Agreement in full force and effect and the
 33 parties shall, thereupon, seek to negotiate substitute provisions which are in
 34 conformity with the applicable laws.

35
 36 (Both parties agree if we are unable to negotiate new language, it will be
 37 referred back to the grievance procedure contained in the Agreement).
 38
 39

1 and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C.,
2 186(c)(9). The purposes of this Fund include the following:

- 3
- 4 (1) To improve communication between representatives
5 of labor and management;
6
- 7 (2) To provide workers and employers with opportunities
8 to study and explore new and innovative joint
9 approaches to achieving organization effectiveness;
10
- 11 (3) To assist workers and employers in solving problems
12 of mutual concern not susceptible to resolution within
13 the collective bargaining process;
14
- 15 (4) To study and explore ways of eliminating potential
16 problems which reduce the competitiveness and
17 inhibit the economic development of the electrical
18 construction industry;
19
- 20 (5) To sponsor programs which improve job security,
21 enhance economic and community development, and
22 promote the general welfare of the community and the
23 industry;
24
- 25 (6) To encourage and support the initiation and operation
26 of similarly constituted local labor-management
27 cooperation committees;
28
- 29 (7) To engage in research and development programs
30 concerning various aspects of the industry, including,
31 but not limited to, new technologies, occupational
32 safety and health, labor relations, and new methods of
33 improved production;
34
- 35 (8) To engage in public education and other programs to
36 expand the economic development of the electrical
37 construction industry;
38
- 39 (9) To enhance the involvement of workers in making
40 decisions that affect their working lives; and
41

- 1 (10) To engage in any other lawful activities incidental or
2 related to the accomplishment of these purposes and
3 goals.
4

5 **Section 12.02** The funds shall function in accordance with, and as
6 provided in, its' Agreement and Declaration of Trust, and any amendments
7 thereto and any other of its governing documents. Each Employer hereby
8 accepts, agrees to be bound by, and shall be entitled to participate in the
9 NLMCC, as provided in said Agreement and Declaration of Trust.
10

11 **Section 12.03** Each Employer shall contribute one (1) cent per hour
12 worked under this Agreement up to a maximum of 150,000 hours per year.
13 Payment shall be forwarded monthly, in a form and manner prescribed by
14 the Trustees, no later than fifteen (15) calendar days following the last day
15 of the month in which the labor was performed. The Santa Clara Valley
16 Chapter, NECA, or its designee, shall be the collection agent for this Fund.
17

18 **Section 12.04** If an Employer fails to make the required contributions
19 to the Fund, the Trustees shall have the right to take whatever steps are
20 necessary to secure compliance. In the event the Employer is in default, the
21 Employer shall be liable for a sum equal to 15% of the delinquent payment,
22 but not less than the sum of twenty dollars (\$20.00), for each month
23 payment of contributions is delinquent to the Fund, such amount being
24 liquidated damages, and not a penalty, reflecting the reasonable damages
25 incurred by the Fund due to the delinquency of the payments. Such amount
26 shall be added to and become a part of the contributions due and payable,
27 and the whole amount due shall bear interest at the rate of ten percent (10%)
28 per annum until paid. The Employer shall also be liable for all costs of
29 collecting the payment together with attorneys' fees.
30

31 **CODE OF EXCELLENCE**

32 **Section 12.05** The parties to this Agreement recognize that to meet the
33 needs of our customers, both Employer and Employee must meet the highest
34 levels of performance, professionalism, and productivity. The Code of
35 Excellence has proven to be a vital element in meeting the customers'
36 expectations. Therefore, each IBEW Local Union and NECA Chapter shall
37 implement a Code of Excellence Program. The program shall include
38 minimum standards as designed by the IBEW and NECA.
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**FOR THE NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION,
SANTA CLARA VALLEY CHAPTER**

**William T. Barrow
Chapter Manager**

**FOR THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL #332**

**Robert V. Tragni
Business Manager**

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