

# INSIDE CONSTRUCTION AGREEMENT

Between

Local Union 684,  
International Brotherhood  
Of Electrical Workers

&

Modesto Branch,  
Northern California Chapter, NECA

Effective

June 1, 2015 through May 31, 2018

## Table of Contents

Masthead .....	1
Basic Principles.....	1
Article I.....	2
Effective Date .....	2
Changes.....	2
Grievances/Disputes.....	3
Article II.....	4
Category I Provisions.....	4
Employer Rights.....	4
Management Rights .....	5
Foreman Callout.....	5
Workers Compensation Insurance ADR.....	6
Surety Bond.....	6
Work Preservation Clause .....	7
Non-Resident Employees (Portability) .....	8
Favored Nations.....	8
Contractor Eligibility .....	8
Loaning of Men.....	8
Electrical Installation .....	9
Union Right to Discipline Members .....	9
Appointment of Stewards.....	9
Union Job Access .....	9
Tools .....	10
Tool Abuse and Accountability .....	11
Union Security Clause .....	12
Annulment and Subcontracting.....	12
Rebate of Wages .....	13
Article III.....	13
Work Hours .....	13
Four 10-Hour Days.....	13
Overtime .....	14
Holidays/Vacation/Personal Time Off/Sick Leave.....	14
Labor Day .....	14
Overtime Notification – Employers.....	14
Overtime Notification – Employees.....	15
Wage Zones.....	15
Payment of Wages.....	15
Wages.....	16
Travel Time .....	18
Foreman Clause .....	20
Shift Work.....	21
Shift Overlap .....	22

Inside Construction Agreement  
 IBEW Local 684 &  
 Modesto Branch, Northern California Chapter, NECA  
 June 1, 2015 through May 31, 2018

Termination Slips.....	22
High Time.....	23
Heat Safety .....	23
General Working Conditions .....	23
Workmanship Corrections.....	24
Article IV.....	25
Referral Procedure .....	25
Exclusive Referral .....	25
Right of Rejection .....	25
Non-Discriminatory Referral .....	25
Register of Applicants.....	25
48-Hour Clause.....	26
Temporary Employees.....	26
Normal Construction Labor Market.....	27
Resident.....	27
Examinations.....	27
Available for Work List.....	27
Short Work Week.....	28
Order of Referral .....	28
Repeated Discharge .....	28
Bona Fide Requirements .....	28
Appeals Committee .....	29
Inspection of Referral Procedure Records .....	29
Posting of Referral Procedure.....	29
Hiring and Transferring Apprentices .....	30
Worker Recall .....	30
Non Transmittal Hours.....	30
Article V.....	30
Joint Apprenticeship & Training Committee.....	30
Apprentice Admission and Indenturement .....	32
Apprenticeship Ratio .....	32
Apprentice Supervision.....	33
Training Trust Fund.....	35
Article VI.....	35
NEBF .....	35
Health & Welfare .....	36
Vacation Fund .....	36
Vacation – Methods of Calculating Vacation Allowance and Transmittal to the Bank .....	36
Vacation – Administrative Expense in Operation of the Plan .....	37
Vacation .....	37
Vacation – Procedure for Withdrawal of Allowance from the Bank .....	38
Pension Trust.....	38
Article VII.....	39

Inside Construction Agreement  
IBEW Local 684 &  
Modesto Branch, Northern California Chapter, NECA  
June 1, 2015 through May 31, 2018

National Electrical Industry Fund (NEIF) .....	39
Article VIII .....	40
Local Labor Management-Cooperation Committee (LMCC) .....	40
Article IX .....	41
National Labor-Management Cooperation Fund (NLMCC).....	41
Article X .....	43
Safety .....	43
Safety – Employer’s Responsibility .....	44
Article XI .....	45
Substance Abuse.....	45
Article XII .....	46
Contract Administration Fund .....	46
Article XIII.....	46
Code of Excellence .....	46
Article XIV.....	47
Separability Clause .....	47
Appendix A .....	48
Supplementary Tunnel Agreement .....	49
Wages, Hours and Holidays (Tunnel Agreement) .....	49
Hours and Holidays (Tunnel Agreement).....	54
Shift Work (Tunnel Agreement).....	54
Foreman (Tunnel Agreement).....	55
Conditions of Work (Tunnel Agreement) .....	55
Call Back Pay (Tunnel Agreement) .....	57
Safety (Tunnel Agreement).....	58
Index.....	ggg

## **MASTHEAD**

Workers employed under the terms of this Agreement shall do all work that is installed and inspected under the National Electrical Code standards (NFPA 70) including but not limited to; all on-site underground power distribution systems (including PVC and rigid conduit), temporary power and lighting systems and maintenance thereon, electrical construction, installation, safe off of electrical materials for the purpose of demolition, and maintenance and running of test of electrical lighting, heat and power equipment. Also included is fiber optic system raceways installation, photovoltaic system electrical installation, including raceways. This shall include all temporary electrical maintenance of pumps, fans, blowers, and equipment required for installation or erection work in new buildings in the course of construction and in existing buildings undergoing alterations, and in subways, tunnels and bridges. Prefabrication of boxes, brackets, bends and nipples are covered by this Agreement, but the use of catalogue items is permitted. Fiber Optic cabling work will be performed by inside wireman or sound and communication employees.

Agreement by and between the Northern California Chapter of the National Electrical Contractors Association (NECA) and Local Union No.684, IBEW.

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

As used hereinafter in this Agreement, the term "Chapter" shall mean the Northern California Chapter of NECA and the term "Union" shall mean Local Union No. 684, IBEW.

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

## **BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in the Electrical Industry, therefore a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any difference by rational, common sense methods. Now, therefore in consideration of the mutual promises and agreement herein contained the parties hereto agree as follows:

## **ARTICLE I**

Effective Date – Termination – Amendments – Disputes

### **Effective Date**

#### Section 1.01

This Agreement shall take effect June 1, 2015 and shall remain in effect until May 31, 2018 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July through June of each year, unless changed or terminated in the way later provided herein.

### **Changes**

#### Section 1.02

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

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

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

Subsection (d). Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

#### Section 1.03

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

#### Section 1.04

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

### **Grievances/Disputes**

#### Section 1.05

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

#### Section 1.06

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

#### Section 1.07

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

#### Section 1.08

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

Section 1.09

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

Section 1.10

Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within 5 working days of its occurrence shall be deemed to no longer exist.

## **ARTICLE II**

### **Category I Provisions**

Section 2.01

The parties to this agreement agree henceforth that any additions and/or modifications to the Category I provisions, which are considered Standard Agreement Language by the International Office of the IBEW and the National Office of NECA, shall be reviewed and a determination made, within 30 days of publication, as to the applicability of the additions and/or changes to this agreement. If deemed applicable, by the parties to this agreement, the applicable language will be inserted, signed by the parties hereto, and submitted to the International Office of the IBEW for approval within 30 days of said determination. The insertion of any Category I language during the term of this agreement does not open the rest of the agreement for negotiations.

### **Employer Rights**

Section 2.02

Subsection (a). Certain qualifications, knowledge, experience and financial responsibilities are required of everyone desiring to be an Employer in the electrical industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business and suitable financial status to meet payroll requirements, and where required, must be in possession of a valid state license as an electrical contractor. Any contractor working on new construction jobs or projects of more than eight (8) hours duration must hire a journeyman electrician.

Subsection (b). A permanent place of business shall mean an established location in a permanent building (not to include trailers, portable or mobile type structures) where the Employer or his representative can be reached by phone



or by personal call, where he transacts his business with the public and conducts work in the area wherein his permanent place of business is located.

Subsection (c). Each Employer shall maintain at his permanent place of business journals and the Business Manager of the Union upon 72 hours notice to the Employer shall have the right to inspect and make copies of such payroll records and payroll journals. This right of inspection shall not include inspection of the Employer's job cost estimates or job cost summaries.

Subsection (d). For the purpose and the application of this Agreement an established shop is a shop that has been established under the terms of this Agreement and recognized by the Local Union as such in the jurisdiction of the Local Union, having a C-10 license, except where no license is required, and soliciting business in the area. Each Contractor hiring men under the terms of this Agreement shall have identification signs, seals, decals or stickers of not less than 140 square inches in area on both sides, visible on the outside, of each one of his trucks.

Subsection (e). Not more than two (Employer) members of a firm may work with the tools at any time. Such working members of a firm (Employer) must be designate, and such designation shall be furnished to the Local Union in writing. NOTE: (Employer) refers to individual firm

## **Management Rights**

### Section 2.03

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

## **Foreman Callout**

### Section 2.04

Each firm shall have the right to call by name any registrant, as a foreman, from GROUP I of the Available for Work book of the Inside Wireman's Agreement. The firm must pay the full foreman rate for the first 600 hours worked and then the

Inside Construction Agreement  
IBEW Local 684 &  
Modesto Branch, Northern California Chapter, NECA  
June 1, 2015 through May 31, 2018

foreman may revert back to Journeyman Wireman status. If GROUP I is exhausted, each firm shall have the right to call by name any registrant, as a foreman, from GROUP II of the Available for Work book of the Inside Wireman's Agreement. The firm must pay the full foreman rate for all hours worked during the term of this dispatch. (Any violation of this condition shall result in that firm being denied the use of this provision of the Agreement for one year.)

### **Workers Compensation Insurance ADR**

#### Section 2.05

California law requires each employer to obtain workers compensation insurance. California law pursuant to 3201.5 permits the union and signatory employer to enter into an agreement for the purpose of creating an alternative dispute resolution process for resolving workers compensation claims of employees working under the terms and conditions of this agreement. Employers signatory to this agreement are permitted to sign the Alternate Disputes Resolution Agreement between the Ninth District, International Brotherhood of Electrical Workers and the District 9, National Electrical Contractors Association (the ADR Bargaining Agreement). The ADR agreement is incorporated herein by reference and applies to all employees of any employer who signs a memorandum of understanding binding itself to the ADR Agreement.

For all employees covered by this Agreement the Employer shall carry Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of employees.

### **Surety Bond**

#### Section 2.06

All Employers shall show proof of a Surety Bond in the amount of \$2,500.00 per employee to guarantee payment of wages and/or fringe benefits, not to exceed \$25,000 for each Employer.

The Union shall accept certification of participation in the NECA West Payroll and Fringe Benefit Guarantee Trust Fund, in lieu of a Surety Bond.

## **Work Preservation Clause**

### Section 2.07

Subsection (a). In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership or any other business entity including a joint venture, wherein the Employer, through its officers, directors, partners, or stockholders, exercises either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Subsection (b). As remedy for violations of this Section, the Labor-Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry, and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

Subsection (c). If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

### **Non-Resident Employees (Portability)**

#### Section 2.08

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

### **Favored Nations**

#### Section 2.09

The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession. However, an exception to this Clause is as follows: The Union may, with prior approval and agreement of NECA, offer some modifications, if necessary to organize a non-signatory electrical contractor.

### **Contractor Eligibility**

#### Section 2.10

No workman subject to employment by Employers operating under this Agreement shall himself become a contractor for the performance of any electrical work.

### **Loaning of Men**

#### Section 2.11

The Employer shall not loan or cause to be loaned employees, employed under the terms of this Agreement, to any other Employer, nor shall he transfer such

employees to another shop, without first securing permission of the Union, and then only when applicants possessing the required skills are not available under the Referral Procedure.

### **Electrical Installation**

#### Section 2.12

Workmen shall install all electrical work in a safe and workman like manner and in accordance with applicable code and contract specifications.

### **Union Right to Discipline Members**

#### Section 2.13

The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

### **Appointment of Stewards**

#### Section 2.14

The Union shall have the right to appoint a Steward at any shop or on any job where workmen are employed under the terms of this Agreement. The appointment of Stewards must be in writing to the Employer with a copy mailed to the NECA office. Such Steward shall see that all tools, ladders and equipment are in good mechanical condition and have attached thereto all necessary protective devices that are needed to ensure the safety of the workmen, and he shall see that the workmen work in a safe manner, as set forth in other sections of the Agreement. The Steward shall have sufficient time to perform these duties during regular working hours. Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee of any provision of this Agreement. The Union shall be notified forty eight (48) hours in advance of the dismissal of the Steward from any shop or job, except for the following reasons: (1) for cause; (2) because job is completed; (3) because job shut down.

### **Union Job Access**

#### Section 2.15

The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

**Tools**

Section 2.16

Journeymen shall provide themselves with the following tools:

TOOL LIST

Tool Box	Stakon Pliers
Pencil	Wire Strippers
Rulers (6' wood and/or up to 25' steel)	Scratch Awl or Center Punch
Knife	Plum Bob
Pliers – Diagonal	Combination Square
Screw Drivers (not over 10" blade)	Channel Locks (2 pr)
Pliers – Side Cutters	Continuity Tester,
1-12" Chain Tongs and/or	Voltage Tester (600 volts)
1-10" and 1-14" Pipe Wrench	or combination multi-meter tester
Hammer	Flashlight
Crescent Wrench-any 2 (6"-8"-10")	Spin Tights ¼" – ½"
Hacksaw Frame	End Wrenches 3/8" – 3/4" – optional
Level – small	Tap Wrench, Handle
Needle-Nose Pliers	Allen Wrenches (up to ½")
Protractor	Keyhole Saw
Tin Snips (1 pr)	Tool Belt and Pouch
1 National Electric Code (current issue)	Personal keyed lock for use with lock out/tag out equipment
3/8" – ¾" Socket Set	

Journeymen doing Cable Splicer's work shall furnish only hand tools.

## **Tool Abuse and Accountability**

Jobsite supervisors are responsible for the safekeeping and accountability of all tools or equipment assigned to their locations or crew, although final responsibility for tools or equipment rests with the individual employee to whom it is assigned.

IBEW Local 684 will not tolerate the theft or malicious abuse of any tools or equipment that are furnished by the employer and will aid the employer in recovering such items from any employee not returning company tools or equipment.

### Section 2.17

The Employer will furnish necessary locked storage to protect employee tools from the weather and theft and will replace such tools as listed in Section 16 of this Article when tools are stolen from the locked storage during the time employees are off the job or project.

Subsection (a). Loss must have been an actual break-in or forced entry and have been reported to the proper authorities covering the area involved by employee or others.

Subsection (b). The liability for tools lost shall be limited to the tool list. The Employer shall be financially responsible in an amount not to exceed one thousand four hundred dollars (\$1,400) for the loss of an employee's tools and/or tool box by fire or theft where substantial evidence of loss is established, providing that at the time of loss said tools were locked in the tool box and the tool box placed and locked (when provision is made thereof) within the "suitable safe place or locker box" as provided by the Employer. The Employer shall not be responsible for individual tools removed or missing from an employee's unlocked toolbox. In effecting reimbursement for loss, the contractor may limit reimbursement for items purchased to replace items lost by fire or theft to the amounts shown on receipts submitted by the employee for items. The employee of such loss must submit demand for reimbursement including receipts to the Employer within ten (10) days from the date of knowledge. The Employer shall effect such reimbursement within ten (10) days of submittal of such claim of tools lost by fire or theft and submittal of receipts.

### Section 2.18

The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them provided the Employer furnishes the necessary lockers, toolboxes or other safe places for

storage. The employee, at the request of the Employer, or at the termination of employment shall submit his toolbox or tool chest for inspection.

#### Section 2.19

Employers will furnish lock out / tag out as required. Electrician will provide a personal lock.

#### Section 2.20

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

### **Union Security Clause**

#### Section 2.21

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

### **Annulment and Subcontracting**

#### Section 2.22

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

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

All charges of violations of Paragraph B of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this



Inside Construction Agreement  
IBEW Local 684 &  
Modesto Branch, Northern California Chapter, NECA  
June 1, 2015 through May 31, 2018

Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

### **Rebate of Wages**

#### Section 2.23

No Employer, or member of the Union, or their agents, shall give or accept, directly or indirectly, any rebate of wages. Any Employer found violating this provision should be subject to having his Agreement terminated, upon written notice thereof being given by the Union.

#### Section 2.24

An employee who has satisfied the standard established by the Referral Procedure will retain (but not accumulate) his employment seniority under the Agreement while an elected officer or appointed in this local Union or related Trusts which requires full-time in that office for a specified period.

## **ARTICLE III**

### Hours – Wage Payments – Apprentices

### **Work Hours**

#### Section 3.01

Subsection (a). Eight (8) hours work between the hours of 6:00 a.m. and 4:30 p.m. with not more than thirty (30) minutes for a lunch period, shall constitute a workday. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute a workweek.

Subsection (b). A one-half hour unpaid meal period will be provided following the first two (2) hours of overtime and after each subsequent four (4) hour period. Subsequent meal periods shall be paid at the appropriate overtime rate.

### **Four 10-Hour Days**

Subsection (c). The Employer, with 24-hour prior notice to the Union, may institute a workweek consisting of four consecutive 10-hour days between the hours of 6 a.m. and 6 p.m., Monday through Friday, one-half hour allowed for a lunch period. After 10 hours in a workday, or 40 hours in a workweek, overtime shall be paid at a rate of 1 ½ times the regular rate of pay. Any hours worked in excess of a 12 hour workday, 50 hour workweek, listed holidays, and on Sunday is paid at double the straight time rate.

## **Overtime**

### Section 3.02

Subsection (a). Overtime will be one and one half (1 ½) times the zone rate of pay for the first two (2) hours following the normal work day.

Subsection (b). Saturday will be one and one half (1 ½) times the zone rate of pay for the first eight (8) hours. All other work will be at two (2) times the zone rate of pay.

EXCEPTION: On call out emergency repair work, only the first four (4) hours shall be one and one half (1 ½) times the zone rate of pay, Monday through Saturday.

## **Holidays/Vacation/Personal Time Off/Sick Leave**

### Section 3.03

All work performed on the following holidays, or days celebrated as such, shall be paid at double the zone rate of pay: New Year's Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day and Christmas Day. No compensation for sick leave, personal time off, vacation, or holidays, except as stipulated in the CBA. The requirements of California Labor code Sections 245-249 do not apply to work covered under this Agreement.

Observance of Veteran's Day shall not be considered a violation of this Agreement, nor shall the employer discharge any worker if they recognize Veteran's Day. The employee must provide 48hours notice to the on-job supervisor of the intention to observe Veteran's Day.

## **Labor Day**

### Section 3.04

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

## **Overtime Notification – Employers**

### Section 3.05

The Contractor or his representative shall notify the Local Union in advance of overtime worked on Saturdays, Sundays or holidays, either by telephone or in person. On emergency work the Union may be notified by telephone outside of regular working hours.

## **Overtime Notification – Employees**

### Section 3.06

No member of the Union or Employer shall perform any electrical work outside of the regular hours without first notifying the Business Manager of the Union. This shall not apply to emergency repairs, maintenance or service calls.

## **Wage Zones**

### Section 3.07

There are three (3) zones created in the jurisdiction for the payment of wages:

Zone A is within a 50 mile driving distance, based on Google maps, of IBEW Local 684 office.

Zone B is outside a 50 mile driving distance, based on Google maps, of IBEW Local 684 office with a \$35 per day per diem.

Zone C is outside a 65-mile driving distance, based on Google maps, of IBEW Local 684 with a \$50 per day per diem.

## **Payment of Wages**

### Section 3.08

Subsection (a). Wages shall be paid weekly, not later than quitting time on Friday and not more than five days wages may be withheld at any time. Any workman laid off or discharged by the Employer shall be paid all of his wages immediately. In the event that he is not paid off, waiting time at the regular rate shall be charged until payment is made.

By mutual consent between the employee and the employer, wages may be deposited electronically into the employee's bank account or mailed to an address designated by the employee, but in no case shall the check be postmarked later than the appropriate payday.

Subsection (b). The Employer shall pay a workman fifteen percent (15%) of the amount of any payroll check that is returned by the bank for insufficient funds as an inconvenience payment to the employee, excluding bank error, which must be verified with a written notice from the employer's bank. This amount is due and payable upon notification by the workman or his representative to the Employer. No employee shall return to work following a regular payday that has not received his wages for the previous pay period. Waiting time shall be paid at

the regular rate of pay until payment is made but waiting time shall not exceed eight (8) hours in one twenty-four (24) hour period.

Subsection (c). Workmen laid off or discharged shall be given sufficient time to pick up their tools during normal working hours. If sufficient time is not given, the overtime rate shall apply.

Subsection (d). Any man required to report directly to the job shall be paid on the job unless he quits.

Subsection (e). Workmen riding in company vehicles to projects in Zone B will not receive per diem. Workmen riding in company vehicles will not be mandatory with the exception of shuttle service from parking lot to the job site and back (reference 3.11 (e)). Per diem is not to be taxed if below daily amount listed in IRS publication 1542.

**Wages**

Section 3.09

Effective June 1, 2015, the minimum hourly wages including 18% or 8% vacation allowance as designated July 1 of each year and shall be as follows:

	<b>CLASS</b>	<b>ZONE A</b>	<b>PER DIEM</b>
WIREMAN 100% JNY WIREMAN	I	35.75	Zone B - \$35 per day Zone C - \$50 per day
110% SUB FOREMAN Or Certified Welder	I	39.33	Zone B - \$35 per day Zone C - \$50 per day
120% FOREMAN	I	42.90	Zone B - \$35 per day Zone C - \$50 per day

Inside Construction Agreement  
 IBEW Local 684 &  
 Modesto Branch, Northern California Chapter, NECA  
 June 1, 2015 through May 31, 2018

	<b>CLASS</b>	<b>ZONE A</b>	<b>PER DIEM</b>
125% GEN FOREMAN	I	44.69	Zone B - \$35 per day Zone C - \$50 per day
110% JOURNEYMAN WIREMAN WHILE CABLE SPLICING	I	39.33	Zone B - \$35 per day Zone C - \$50 per day
+1.25 JOURNEYMAN WIREMAN WHEN WELDING OR HELIARC	I	37.00	Zone B - \$35 per day Zone C - \$50 per day

Note: Certified welders will be required to perform inside wireman work assignments at the regular inside scale when not welding.

Section 3.10

The wage package shall be increased as follows: \$0.60 effective June 1, 2015; \$0.60 effective December 1, 2015; \$0.60 effective June 1, 2016; \$0.60 effective December 1, 2016; \$0.60 effective June 1, 2017; and \$0.60 effective December 1, 2017, to be allocated by the membership every six months.

NOTE: Listed below are the benefit rates for the class I. Overtime and overtime shift rates will be computed at Class I wage rates.

CLASS	H&W	PENSION	NEBF	LMCT*	NEIF	ED TRUST	NLMCF**	CAF
I	10.30	8.03	3%	\$0.60	½%	1.20	.01	1.5%

\*LMCT – Labor Management Cooperation Fund

\*\*NLMCF – National Labor Management Cooperation Fund

APPRENTICES		ZONE A	Per Diem – All Apprentices
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Inside Construction Agreement  
 IBEW Local 684 &  
 Modesto Branch, Northern California Chapter, NECA  
 June 1, 2015 through May 31, 2018

1ST PERIOD	40%	14.30	Zone B - \$35 per day all periods Zone C - \$50 per day all periods
2ND PERIOD	45%	16.09	
3RD PERIOD	55%	19.66	
4TH PERIOD	65%	23.24	
5TH PERIOD	75%	26.81	
6TH PERIOD	85%	30.39	

NOTE: Listed below are the benefit rates for Apprentices. Benefits for Pension begin when apprentice reaches 55%. Pension contributions for apprentices shall be the percentage of the period they are in multiplied by the Pension Contribution rate.

CLASS	H&W	PENSION	NEBF	LMCT	NEIF	ED TRUST	NLMCF	CAF
I	10.30	8.03 times appropriate %	3%	\$0.60	0.5%	1.20	.01	1.5%

**Travel Time**

Section 3.11

Subsection (a). No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Union when workers are ordered to report on the job.

Subsection (b). The Employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union.

Section (c). When the employee is required to report to a job and required to change jobs during regular work hours, the Employer shall pay for traveling time and furnish transportation.

Subsection (d). When an employee must eat his meals on the job, arrangements shall be made for suitable protected quarters.

Subsection (e). When employees are required to report to a job site, they shall report to the end of an accessible, adequately maintained road where adequate parking is provided. A representative of the Union and a representative of the Employer will determine that which constitutes an accessible, adequately maintained road. All Employees that are part of an assigned crew shall report to the same assignment area which shall be a job shack or a company owned gang box. This location shall not be more than 1,320 feet from the parking area. If the parking area is further than 1,320 feet from the assignment area, the employee will walk in on their time and will walk out on the employer's time. The applicable rate of pay shall apply. A representative of the Union and a representative of the Employer will determine the time required to walk to or from site.

Subsection (f). Workmen may be required to report directly on their own time in their own transportation to any job site within the local's jurisdiction. There is no travel time and mileage for reporting to job sites in Zones A, B.

Subsection (g). On all work, where the employer requires the employee to remain away from home overnight the employer shall furnish transportation, lodging and all other necessary expenses.

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

Subsection (i). On day of dispatch the worker may drive their vehicle to Employer's shop and then out to job site. The Employer shall pay the worker travel time and vehicle mileage at the IRS allowable rate for reimbursement per mile – point to point- when the worker furnishes their own vehicle. Travel to pre-hire drug testing is exempt from mileage reimbursement.

### Section 3.12

Any applicant for employment, who reports to a job site over thirty (30) road miles from the Union Hall and is rejected at the job site, shall receive travel time and mileage both ways. This is neither considered time worked nor wages paid and the applicant for employment is not considered an employee of the company in any way. Any amount paid is considered a reimbursement for travel expense only.

## **Foreman Clause**

### Section 3.13

Subsection (a). A Sub-Foreman is an employee in charge of a job not to exceed four (4) workmen, including himself. He must be able to qualify as a journeyman in the particular branch of the trade in which he is employed.

Subsection (b). On any job requiring two (2) Journeymen one shall be appointed Sub-Foremen. This shall not apply to work of one day or less duration.

On jobs having a Sub-Foreman or Foreman, workmen are not to take direction, orders or layout from anyone except from their assigned Foreman or Sub-Foreman.

### Section 3.14

A Job Foreman is an employee in charge of a job and directing others on all jobs having more than five (5) workmen and not more than ten (10) men, including him. He may work with the tools.

### Section 3.15

A General Foreman is an employee in charge of a job and directing other Foremen. A General Foreman will be employed at such time as there are in excess of ten (10) men on any given project or job. A General Foreman may direct a crew up to 10 men, including him, plus direct one other Foreman. He may work with the tools. When the job demands twenty one (21) employees the General Foreman may only direct Foremen. A General Foreman shall not supervise more than six (6) Foremen. He must be able to qualify as a Journeyman in the major branch of the trade in which he is directing.

### Section 3.16

Subsection (a). When an employee reports to work at his or her regularly scheduled time, but the employer finds it necessary to send the employee home because there is no work, the employee must be paid for at least half of the hours scheduled to work, but in no case, less than 2 hours nor more than 4 hours at the employee's regular rate of pay. If an employee reports for work a second time in any one workday and is furnished less than 2 hours of work, the employee shall be paid for 2 hours at the employee's regular rate of pay. These reporting pay requirements do not apply when: (1) the work is interrupted due to an Act of God or other cause not within the employer's control; (2) operations of the employer's business cannot commence or continue due to threats to employees or property or upon advice of civil authorities; or (3) public utilities fail.



Subsection (b). Working hours may be changed to conform to weather conditions, the needs of a particular job, or to coincide with other crafts, with the consent of the Employer and the Business Manager of the Union.

## **Shift Work**

### Section 3.17

When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 10% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 20% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer. When a customer requires or jobsite conditions require the working of a shift that is outside of a standard shifts hours, and 4 or more of those hours are worked in the higher paid shift of the two, then the entire non-standard shift shall be paid at the higher of the two wage rates. When determining the hours for this non-standard shift rate, the hours listed above shall prevail. Adjustment of the starting time to avoid the payment of the higher wage rate shall not be allowed.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

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

## **Shift Overlap**

### Section 3.18

Where a single daily shift runs into overtime, a rest period of at least six (6) hours is required before the start of the next day's shift. If this minimum rest period does not occur, the hours worked on the second day are treated as if there had been no rest period and the overtime rate continues from the end of the first day's shift.

### Section 3.19

Each employee may voluntarily authorize IBEW-COPE contributions on the forms provided for that purpose by IBEW-COPE.

## **Termination Slips**

### Section 3.20

When an employee is terminated for any reason, he shall be given a termination notice stating the reason and date of termination. It shall be the responsibility of the Employer or his representative to complete their termination notice. Copies of each termination notice must be mailed to the Union and NECA immediately. The employee shall proceed as follows:

Gather his tools and belongings immediately.

Secure his termination slip and pay.

Leave the job as soon as possible and cause no disturbance.

If for any reason he believes himself discriminated against, he shall file a written grievance with the Union within seventy two (72) hours after the end of the work day on which the termination occurred, Saturdays, Sundays, and holidays excluded.

### Section 3.21

On all jobs where electricians are employed during the regular workweek, they shall also work days or shifts worked by other crafts if any electrical work will be required. If this paragraph is misused in any way, it may be removed by request of either or both parties at a legally called Joint Conference Committee meeting.

### Section 3.22

Any employee reporting for work and being laid off, or any employee not having been notified the day previous of a lay-off, shall receive not less than four hours

wages unless the employee was sick on the previous day or work was cancelled due to an act of God or other natural disaster thus preventing notification.

## **High Time**

### Section 3.23

On jobs where workmen are required to work from trusses, scaffolds, frames, ladders, etc., at a distance of forty (40) feet or more from the ground floor, or are required to work on stacks or towers at a distance from sixty (60) to ninety (90) feet, they shall be paid double the regular rate for such work. One-hour minimum with thirty (30) minute increments at the prescribed rates shall apply. If a member is in a scissor or aerial lift with approved OSHA guardrails and safety harness less than ninety (90) feet, high time does not apply unless member steps out onto a scaffold or other structure. A member performing work on a permanent stairway or catwalk with OSHA approved guardrails high time does not apply; any work performed outside of the guardrails above the specified heights high time will apply.

## **Heat Safety**

### Section 3.24

When men are required to work where other than climatic temperatures exceed 130 degrees F maximum or 20 degrees F minimum, they shall be paid time and one half (1 ½) times the regular rate for such work.

## **General Working Conditions**

### Section 3.25

No employee shall carry tools or load material on jobsite, at employers shop, or vender outside of working hours without compensation. The employer shall not have tools or material delivered to the workman's home.

### Section 3.26

Workmen employed under the terms of this Agreement, shall do all the construction, installation and erection of electrical work and all electrical maintenance thereon, meggering, hypotting, calibrating and setting of all meters, controls, devices, and over-loads, including the final running test. This shall include the installation and maintenance of temporary wiring and the installation and maintenance of electrical lighting, heat and power equipment.

### Section 3.27

Subsection (a). The handling and moving of all electrical material, equipment and apparatus to be installed by workmen employed under the terms of this Agreement, shall be performed by such workmen, however the initial delivery of material to the point of installation on the job site is allowed if delivery is completed by employer delivery person or vendor employee.

Subsection (b). Their work shall include the welding, burning, brazing, banding, drilling, shaping of all copper, channel iron, angle iron, I-beams and brackets to be used in connection with the installation and erection of electrical wiring and equipment, also the chasing and channeling necessary to any electrical work.

Subsection (c). Any basic item shown in a manufacturer's catalogue printed prior to the bidding, negotiating or commencing of any job and which is available to the Contractor, shall not be considered as pre-fabricated material under the terms of this Agreement.

Subsection (d). Workmen shall do the connecting of all fixtures, appliances, motors, equipment, electronic devices, electronic system, communication systems, with all related control wiring and devices to and including a running test and any related instrumentation work of radiation monitoring under the prevailing construction scale. It is mutually understood and agreed by the parties thereto that this same scope holds true on any electrical-electronic construction job.

### Section 3.28

Workmen employed under this Agreement shall do the cutting and threading of all conduit at the Employer's shop or job site.

## **Workmanship Corrections**

### Section 3.30

A Journeyman shall be required to make corrections in improper workmanship for which he is responsible at a pay scale equal to the minimum wage during regular working hours, unless errors were made by order of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision, corrections to be made only after fair investigation by the Employer and the Business Manager of the Union.

## **ARTICLE IV**

### **Referral Procedure**

#### Section 4.01

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

### **Exclusive Referral**

#### Section 4.02

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

### **Right of Rejection**

#### Section 4.03

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

### **Non-Discriminatory Referral**

#### Section 4.04

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

### **Register of Applicants**

#### Section 4.05

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

JOURNEYMAN WIREMAN – JOURNEYMAN TECHNICIAN

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

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

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

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

### **48-Hour Clause**

#### Section 4.06

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

### **Temporary Employees**

#### Section 4.07

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

## **Normal Construction Labor Market**

### Section 4.08

“Normal construction labor market” is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: Stanislaus, Merced, Mariposa and Tuolumne counties.

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

## **Resident**

### Section 4.09

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

## **Examinations**

### Section 4.10

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

## **Available for Work List**

### Section 4.11

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

### **Short Work Week**

#### Section 4.12

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

### **Order of Referral**

#### Section 4.13

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

### **Repeated Discharge**

#### Section 4.14

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

### **Bona Fide Requirements**

#### Section 4.15

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

When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on



the register possessing such skills and abilities. When Local Hire provisions are in place and employment is based on, basis of residence in a particular county or zip code, the Business Manager shall refer the first applicant on the register satisfying the applicable requirements provided.

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

### **Appeals Committee**

#### Section 4.16

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

#### Section 4.17

It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

### **Inspection of Referral Procedure Records**

#### Section 4.18

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

### **Posting of Referral Procedure**

#### Section 4.19

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

## **Hiring and Transferring Apprentices**

### Section 4.20

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

## **Worker Recall**

### Section 4.21

An employer shall have the right to recall, for employment, any former employee that the employer has laid off, provided that:

The former employee is in the highest level Group on the referral list containing applicants available for work, regardless of the individual's position on the list.

The recall is within 60 days of lay-off.

The former employee has not quit his most recent employer under this agreement within two weeks prior to the recall request;

And the former employee is not an apprentice.

For every recall dispatch, the next dispatch will be through normal Journeyman dispatch procedures.

## **Non Transmittal Hours**

### Section 4.22

If no transmittal hours are reported in one month, the employee will be laid-off. FMLA and Disability is excluded.

## **ARTICLE V**

### Standard Inside Apprenticeship & Training Language

## **Joint Apprenticeship & Training Committee**

### Section 5.01

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

Inside Construction Agreement  
IBEW Local 684 &  
Modesto Branch, Northern California Chapter, NECA  
June 1, 2015 through May 31, 2018

Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

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

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

#### Section 5.02

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

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

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

#### Section 5.03

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

#### Section 5.04

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

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

#### Section 5.05

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

#### Section 5.06

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

### **Apprentice Admission and Indenturement**

#### Section 5.07

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

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

### **Apprenticeship Ratio**

#### Section 5.08

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

#### Section 5.09

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

#### Section 5.10

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

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

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

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

#### Section 5.11

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

### **Apprentice Supervision**

#### Section 5.12

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

# of Journeymen      Maximum # of Apprentices/Unindentured

1 to 3	2
4 to 6	4
etc.	etc.

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

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

#### Section 5.13

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

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

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

#### Section 5.14

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

Inside Construction Agreement  
IBEW Local 684 &  
Modesto Branch, Northern California Chapter, NECA  
June 1, 2015 through May 31, 2018

#### Section 5.15

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

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

### **Training Trust Fund**

#### Section 5.16

All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is as stated in APPENDIX A.. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## **ARTICLE VI**

### **NEBF**

#### Section 6.01

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

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

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

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

## **Health & Welfare**

### Section 6.02

The Employer agrees to comply with all of the provisions of the Electrical Workers Health and Welfare Trusts, including any approved amendments.

The Employer agrees to pay for Health and Welfare benefits the amount indicated in Appendix A, for each hour worked by all employees working under the terms of this Agreement. These payments shall be made monthly into a Trust Fund, jointly established for this purpose and administered in compliance with federal and state regulations governing health and welfare plans.

The contributions for the Health and Welfare Trust, Education Trust and Pension Trust shall be sent on a monthly transmittal form approved by the trustees of these funds. This form furnished by the respective Trusts shall be sent to IBEW Local 684, 519 12th Street, Modesto, CA 95354. Checks shall be made payable to the bank designated on the transmittal.

## **Vacation Fund**

### Section 6.03

Effective January 1, 2003, the Employer shall pay, as per Section 4, to each employee subject to this Agreement as a vacation allowance, an amount equal to eighteen percent (18%) or eight percent (8%) of his gross wages. This authorization shall be allowed once a year on July 1. This shall apply to all Journeymen classifications on the basis of their gross wages.

## **Vacation - Methods of Calculating Vacation Allowance and Transmittal to the Bank**

### Section 6.04

This vacation allowance shall be withheld from the employee's weekly pay and shall be sent, on a monthly transmittal form furnished by the Local Union, to IBEW



Inside Construction Agreement  
IBEW Local 684 &  
Modesto Branch, Northern California Chapter, NECA  
June 1, 2015 through May 31, 2018

Local Union 684, 519 12th Street, Modesto, CA 95354, as designated by the Administration Committee, as provided for in Section 3. Checks shall be made payable to the bank designated on the transmittal.

The Employer shall make all legal payroll deductions for Social Security, Income Tax, Unemployment Insurance, etc. from the total wages, including vacation allowance, and shall then withhold the full amount of the vacation allowance for transmittal on a monthly basis to the bank. The amount of the vacation allowance shall be shown on the payroll check stub.

The monthly transmittal shall cover every employee subject to this Agreement on the payroll (for all payroll) weeks ending within the calendar month.

On monthly transmittal form the following information concerning each employee shall be set forth in separate columns: (1) Social Security Number, (2) The name of each employee, (3) Class, (4) Total number of clock hours in each classification worked, (5) Hourly wage rate for each classification. To wit: Sub-Foreman, Foreman, General Foreman must be indicated, (6) Gross earning, (7) The amount of vacation allowance, (8) Pension allowance. The total of the accounts set forth in column seven (7) shall be given together with the check number and date of payment.

The monthly transmittal form and payment must reach IBEW Local 684 NO LATER than the FIFTEENTH (15th) day of the following month. IF THE FIFTEENTH (15th) day falls on a weekend, this form and payment must reach IBEW Local 684 NO LATER than the Monday following this weekend. If this Monday is a recognized holiday in this agreement, this form and payment must reach IBEW Local 684 NO LATER than the Tuesday following this Monday.

Duplicate copies of the monthly transmittal form will be sent by the Trust Office location at 519 12th Street, Modesto, CA 95354 to the (1) Bank, (2) Pension Administration Office and (3) Health and Welfare Administration Office.

### **Vacation - Administrative Expense in Operation of the Plan**

#### Section 6.05

The Union shall pay for all administrative expenses incurred in the operation of the Plan other than those expenses incurred within the individual Employer's own office.

### **Vacation**

#### Section 6.06

Each employee may take two weeks vacation.

## **Vacation - Procedure for Withdrawal of Allowance from the Bank**

### Section 6.07

The following procedure shall be followed in the withdrawal of vacation allowance from the bank:

Employees may withdraw their vacation allowance from the bank, during normal banking hours no sooner than thirty (30) days after the month during which they were employed.

In the event of the death of the employee depositor, the balance on deposit shall be paid to such person or person entitled thereto upon submission of necessary proof.

## **Pension Trust**

### Section 6.08

Subsection (a). The Employer agrees to contribute to the International Brotherhood of Electrical Workers Local 684 Pension Trust A the sum indicated in Appendix A for each hour worked by all employees working under the terms of this Agreement. The undersigned further agrees to be bound by all the terms and provisions of that Trust and of the Pension Plan adopted pursuant thereto, specifically including the provisions of that document setting forth the due dates and place of payment of contributions, and imposing liquidated damages. The Trustees may require a surety bond in the event of delinquent contributions. Contributions shall not be made to the Pension Trust during an Apprentice's first two (2) periods.

Subsection (b). The Employer agrees to contribute to the International Brotherhood of Electrical Workers Local 684 Pension Trust Part B the sum indicated in Appendix A for each hour worked by all employees working under the terms of this Agreement. The undersigned further agrees to be bound by all the terms and provisions of the Trust and of the Pension Plan adopted pursuant thereto, specifically including the provisions of that Document setting forth the due dates and place of payment of contributions, and imposing liquidated damages. The Trustees may require a surety bond in the event of delinquent contributions. Contributions shall not be made to the Annuity Trust during the Apprentice's first two (2) periods.

The Employer agrees to contribute to the International Brotherhood of Electrical Workers Pension Trust (Part A and Part B) the sum indicated in Appendix A per hour worked by all employees under the terms of this Agreement.

Inside Construction Agreement  
IBEW Local 684 &  
Modesto Branch, Northern California Chapter, NECA  
June 1, 2015 through May 31, 2018

Such benefits shall be paid monthly into the Trust Fund. Future changes in the Pension Plan shall be either deducted from or added to (in the event of elimination of a benefit), the basic employee wage. Effective July 1, 2015, Classes I-V are eliminated from the Agreement. Instead, there shall be one mandatory employer contribution rate as set forth in the attached wage rates and zones sheet (except apprentices, which have a lower contribution rate) as amended. Effective April 1, 2015, the IBEW Local 684 Defined Contribution Plan shall be converted to a 401 (k) Plan.

\*\*Probationary apprentices shall not participate in the Pension Plan. Apprentices after the second period shall participate at the Class I rate at the same percentage as their applicable wage.

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

## **ARTICLE VII**

### **National Electrical Industry Fund (NEIF)**

#### Section 7.01

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

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

One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

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

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

## ARTICLE VIII

### Local Labor Management–Cooperation Committee (LMCC)

#### Section 8.01

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

To improve communications between representatives of Labor and Management;

To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;

To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

To engage in public education and other programs to expand the economic development of the electrical construction industry;

To enhance the involvement of workers in making decisions that affect their working lives; and,

To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

Inside Construction Agreement  
IBEW Local 684 &  
Modesto Branch, Northern California Chapter, NECA  
June 1, 2015 through May 31, 2018

Each employer shall contribute \$0.60 per hour for all work covered under the terms of this Agreement. (NOTE: The LMCC will use \$0.06 per hour to cover cost of an IBEW/NECA drugfree work force program with accounting as a separate LMCC line item.) Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northern California Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

## **ARTICLE IX**

### **National Labor-Management Cooperation Fund (NLMCC)**

#### Section 9.01

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

To improve communication between representative of labor and management;

To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

Inside Construction Agreement  
IBEW Local 684 &  
Modesto Branch, Northern California Chapter, NECA  
June 1, 2015 through May 31, 2018

To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;

To encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;

To engage in research and development programs concerning various aspects of the industry, including, but no limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

To engage in public education and other programs to expand the economic development of the electrical construction industry;

To enhance the involvement of workers in making decisions that affect their working lives; and

To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

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

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

## **ARTICLE X**

### **Safety**

#### Section 10.01

There shall be a Joint Safety Committee consisting of three members representing the Chapter and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable federal or state laws. Such rules and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

#### Section 10.02

It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

#### Section 10.03

Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Chapter and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

#### Section 10.04

Neither the Union, nor any member of the Committee, nor any employee representative performing safety or health-related functions under this Agreement, shall be liable to any Employer, to any employee, or to any other person for any act or failure to act in the capacity of an employee representative or committee member.

#### Section 10.05

All workmen employed under the terms of this Agreement shall have attended and passed on NFPA 70e training course from a state recognized training facility prior to performing work on energized circuits. All work on energized circuits or

equipment carrying four hundred and forty (440) volts or over, as a safety measure, shall have two (2) or more journeymen trained in NFPA 70e working together. NFPA 70e specified Personal Protective Equipment (PPE) shall be worn at all times when performing work on energized circuits and equipment. The employer shall furnish all PPE specified for Hazard/Risk Categories 0 thru 4, and the employee shall furnish the shirt (long sleeve) and pants (long) required in Hazard/Risk Category 0 and the leather work shoes required in categories 1 thru 4.

#### Section 10.06

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

#### Section 10.07

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

#### Section 10.08

The Employer shall furnish all safety equipment, including hard hats when such are required and shall also furnish proper individual protective gear to workers engaged in burning and welding operations.

#### Section 10.09

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

### **Safety - Employer's Responsibility**

#### Section 10.10

It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

#### Section 10.11

Nothing in the preceding sentence negates or reduces every employee's responsibility to work and act in a safe manner in compliance with all employer directives and training, and otherwise in compliance with all applicable law.



Section 10.12

All employers signatory to this agreement and all workmen employed under the terms of this Agreement shall observe all safety precautions in accordance with the safety orders of the Federal and State of California Occupational Health and Safety Administration (OSHA) organizations and the National Fire Protection Agency (NFPA). Workmen shall also observe instructions of the Employer in the matter of safety providing such instructions are not in conflict with the safety orders of Federal and California State OSHA and the NFPA. Adequate protective devices shall be supplied to workmen by the Employer. Such devices or safety equipment shall be used by workmen in accordance with the recognized practices of OSHA, the NFPA, and the trade.

**ARTICLE XI**

**Substance Abuse**

Section 11.01

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

## **ARTICLE XII**

### **Contract Administration Fund**

#### Section 12.01

Subsection (a). The Employer shall pay 1.5% of his gross monthly payroll covering all work under the terms of this Agreement to the Contract Administration Fund ("CAF") of Stanislaus, Merced, Mariposa and Tuolumne Counties.

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

Subsection (c). These funds will not be used to the detriment of Local Union 684 or the International Brotherhood of Electrical Workers.

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

Subsection (e). The Fund is to be administered solely by the Employer. The Administrator of the CAF shall be appointed by the Northern California Chapter, NECA. The enforcement of collections regarding delinquent payments shall be the sole responsibility of the Fund. The Administrator shall have the authority to recover the amounts owing plus attorney fees, court costs and interest at the prime rate plus two percent (2%).

## **ARTICLE XIII**

### **Code of Excellence**

#### Section 13.01

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

Inside Construction Agreement  
IBEW Local 684 &  
Modesto Branch, Northern California Chapter, NECA  
June 1, 2015 through May 31, 2018

### ARTICLE XIII

#### Code of Excellence

##### Section 13.01

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

### ARTICLE XIV

#### Separability Clause

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

Signed this 27<sup>th</sup> day of May 2015.

SIGNED FOR NORTHERN CALIFORNIA  
CHAPTER, NATIONAL ELECTRICAL  
CONTRACTORS ASSOCIATION, INC.

SIGNED FOR LOCAL UNION 684,  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

BY

  
\_\_\_\_\_  
Greg Armstrong  
Executive Director

BY

  
\_\_\_\_\_  
Billy Powell  
Business Manager

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

**August 3, 2015**

Lonnie Stephenson, President  
This approval does not make the  
International a party to this agreement.

## APPENDIX A

The minimum hourly rate of wages shall be as follows:

	6/1/15
Journeyman Wireman & Technician	\$35.75
Sub-Foreman & Cable Splicer (110%)	\$39.33
Foreman (120%)	\$42.90
General Foreman (125%)	\$44.69

Apprentice Wireman (% of Journeyman wage rate)			
	Period	Hours %	
1	(0-1000)	40%	\$14.30
2	(1000-2000)	45%	\$16.09
3	(2000-3500)	55%	\$19.66
4	(3500-5000)	65%	\$23.24
5	(5000-6500)	75%	\$26.81
6	(6500-8000)	85%	\$30.39

(Period 1 and 2 apprentices shall receive Health and Welfare and NEBF contributions only.)

(Pension contributions for apprentices in periods 3 through 6 are based on the same % as pay period.)

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

Employer Contributions	6/1/15*
Health Insurance (per hour)	\$10.30
Local Pension – Part A (per hour)	\$7.53
Local Pension – Part B (per hour)	\$0.55
NEBF (gross labor payroll)	3%
Education & Training (per hour)	\$1.20
Contract Administration Fund (gross labor payroll)	1.50%
Labor-Management Cooperation Fund (gross labor payroll)	\$0.60
National LMCC (per hour)	\$0.01

\*Wages and fringe benefits effective subsequent to December 1, 2015, are dependent upon the allocation of the wage and benefits package increases as provided in Section 3.10.

## SUPPLEMENTARY TUNNEL AGREEMENT

### Section 1

This Agreement by and between the Northern California Chapter NECA, Inc., and International Brotherhood of Electrical Workers Local Union 684. It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement. As used hereinafter in this Agreement, the term "Union" shall mean International Brotherhood of Electrical Workers Local Union 684. The term "Employer" shall mean Northern California Chapter, NECA, Inc. The term Employer shall mean an individual firm who has been recognized by an Assent to this Agreement.

This Agreement is a supplement to the basic Inside Wireman's Agreement between the parties hereto, dated and hereinafter referred to as the Inside Wiremen's Agreement.

It is the desire of the parties hereto to negotiate a Supplement to the current Inside Wireman's Agreement to provide for conditions governing Tunnel Construction.

This supplement shall run concurrently with the current Inside Wireman's Agreement.

All Articles of the current Inside Wireman's Agreement shall become part of this Supplement Agreement covering tunnel construction, unless those conditions are specifically modified by this Supplement.

### **Wages, Hours and Holidays (Tunnel Agreement)**

#### Section 2

Effective July 1, 2015, the minimum hourly rates of pay in uncompleted tunnel or shaft including 18% or 8% vacation allowance shall be:

WIREMAN (Uncompleted Tunnel)

		ZONE A	PER DIEM
100% JNY	I	35.75	Zone B - \$35 per day Zone C - \$50 per day

WIREMAN

Inside Construction Agreement  
 IBEW Local 684 &  
 Modesto Branch, Northern California Chapter, NECA  
 June 1, 2015 through May 31, 2018

		ZONE A	PER DIEM
110% SUB	I	39.33	Zone B - \$35 per day Zone C - \$50 per day
FOREMAN			
Or Certified Welder			
120%	I	42.90	Zone B - \$35 per day Zone C - \$50 per day
FOREMAN			
125%	I	44.69	Zone B - \$35per day Zone C - \$50 per day
GENERAL			
FOREMAN			
110% JNY	I	39.33	Zone B - \$35per day Zone C - \$50 per day
WIREMAN			
WHILE CABLE			
SPLICING			

Inside Construction Agreement  
 IBEW Local 684 &  
 Modesto Branch, Northern California Chapter, NECA  
 June 1, 2015 through May 31, 2018

		ZONE A	PER DIEM
+1.25 JNY	I	37.00	Zone B - \$35 per day Zone C - \$50 per day

WIREMAN WHEN

WELDING OR

HELIARC

APPRENTICES (Uncompleted Tunnel)

		ZONE A	PER DIEM
1st Period	40%	14.30	Zone B - \$35 per day Zone C - \$50 per day
2nd Period	45%	16.09	
3rd Period	55%	19.66	
4th Period	65%	23.24	
5th Period	75%	26.81	
6th Period	85%	30.39	

WIREMAN (Heading Electrician)

		ZONE A	PER DIEM
103% JNY	I	36.82	Zone B - \$35 per day Zone C - \$50 per day
WIREMAN			

Inside Construction Agreement  
 IBEW Local 684 &  
 Modesto Branch, Northern California Chapter, NECA  
 June 1, 2015 through May 31, 2018

		ZONE A	PER DIEM
113% SUB	I	40.40	Zone B - \$35per day Zone C - \$50 per day
FOREMAN			
Or Certified Welder			
123% FOREMAN	I	43.97	Zone B - \$35per day Zone C - \$50 per day
128% GENERAL	I	45.76	Zone B - \$35per day Zone C - \$50 per day
FOREMAN			
113% JNY	I	40.40	Zone B - \$35per day Zone C - \$50 per day
WIREMAN WHILE			



Inside Construction Agreement  
 IBEW Local 684 &  
 Modesto Branch, Northern California Chapter, NECA  
 June 1, 2015 through May 31, 2018

		ZONE A	PER DIEM
CABLE SPLICING			
103%+1.25 JNY	I	38.07	Zone B - \$35 per day Zone C - \$50 per day
WIREMAN WHEN			
WELDING OR			
HELIARC			

NOTE: Listed below are the benefit rates for the class I. Overtime and overtime shift rates will be computed at Class I wage rates.

CLAS S	H&W	PENSION	NEBF	LMCT*	NEIF	ED TRUST	NLMCF**	CAF
I	10.30	8.03	3%	\$0.60	0.5%	1.20	.01	1.5%

\*LMCT – Labor Management Cooperative Trust

\*\*NLMCF – National Labor Management Cooperative Fund

Apprentices shall work under the rules of the Joint Apprenticeship Committee and be paid in accordance with percentages found in Article III, Section 9 of the Inside Wireman’s Agreement.

## **Hours and Holidays (Tunnel Agreement)**

### Section 3

Eight (8) hours work between the hours of 6:00 a.m. to 4:30 p.m. shall be considered the workday. Where permission is granted by the Business Manager of the Union, at the request of the Employer, the regular workday may be modified. Forty (40) hours within five (5) days, Monday through Friday, shall be considered the workweek. Six (6) hours work shall constitute a day's work for which he shall be paid for eight (8) hours.

Lunch Time: Lunch hour provision.... not more than four and one half (4 ½) hours with a meal period. Start and completion of lunch period to be between the third (3rd) and four and four and one half (4 ½) hours. Double time penalty for entire electrical heading crew if one man does not have an eating period. At the end of shift after two (2) hours overtime, a meal period must be provided and paid for. This may fall, on single shifts, between the tenth (10th) and eleventh (11th) hours and on shifting, between the ninth (9th) and (10th) hours. All overtime will be reckoned by the double time rate. NOT CUMULATIVE. All work performed outside of the regularly scheduled working hours and on Saturdays, Sundays and the following holidays: New Years Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day and Christmas Day or days celebrated as such, shall be paid for at double the regular straight time rate of pay.

## **Shift Work (Tunnel Agreement)**

### Section 4

When such regular night shifts are established the Employer shall establish such shifts on the following basis; said shift may start on any day and shall continue for 5 consecutive regular work days, with times to be established by mutual agreement.

When such regular night shifts are established the shift hours will start and end at the tunnel heading this will also include the regular work day shift when one or more night shifts are established. \*SEE CHANGE HOUSE

Each shift will be scheduled for 7 hours with 8 hours pay, plus travel time. A half (1/2) hour lunch period within the 7 hour shift will be taken at a time scheduled in Lunch Time.

All scheduled shift work ending on the morning of the day following a regular work day shall be considered a regular shift and shall be paid for as such.

Double the regular day shift hourly rate of pay shall be paid for any work in excess of the regular assigned shift.

### **Foreman (Tunnel Agreement)**

#### Section 5

When three or more electricians are working at any portal, adit or shaft a Foreman shall be assigned. He shall supervise all electrical work being performed underground by all shifts. He shall also supervise the maintenance of all outside electrical installations that are directly servicing such portal, adit or shaft.

Should two or more portals, adits or shafts be less than 1,500 feet apart they shall be considered as being under the supervision of one Foreman unless he is supervising more than twelve workmen.

A Foreman shall not supervise more than twelve workmen and shall not work with the tools if supervising more than six workmen, unless he appoints a Sub-Foreman.

The Foreman shall layoff or discharge all workmen on his crew with the consent of the Employer. A Foreman shall appoint a Sub-Foreman.

The Foreman shall be responsible for the safe and orderly operation of his crew and shall be responsible to his immediate supervisor.

When two or more Foremen are required a General Foreman shall be assigned.

The General Foreman, if one is assigned to the job, shall hire, discharge or layoff all Foremen with the consent of the Employer.

General Foremen shall be responsible for the safe and orderly operations of all crews under their supervision and shall protect the legitimate interests of management.

### **Conditions of Work (Tunnel Agreement)**

#### Section 6

Whenever there is electrical work to be done in or about a tunnel, shaft or adit it shall be done by tunnel electricians.

Whenever a shift crew or major portion thereof is working in the tunnel an electrician shall work.

Where one or more headings are being worked, electricians shall be assigned to each shift, and to each heading. Where two or more tunnels are being worked

Inside Construction Agreement  
 IBEW Local 684 &  
 Modesto Branch, Northern California Chapter, NECA  
 June 1, 2015 through May 31, 2018

each tunnel shall be manned as an individual job. There shall be no shuttling of electricians between tunnels and headings.

Tunnel electricians shall take orders from assigned supervision and cooperate with shift supervision.

The individual Employer shall pay employees covered by this Agreement working within the tunnel, adits or shafts on travel time basis as follows: The travel time employment of such employee shall commence at the Change House or at the portal of the tunnel, adit or shaft at which he is directed by the individual Employer to report for work on his shift and shall end at such Change House or such portal. \*SEE CHANGE HOUSE

Change House: If a Change House is located more than 1,250 feet from a portal, adit or shaft, then the distance shall be measured, for travel pay, at the Change House.

Compensation for travel within tunnels: Distance from entrance to place of work and allowance for travel time.

Distance from entrance to place of work	Allowance for travel time
Up to 5,000 feet	An allowance equal to ¼ hour at the straight time rate doubled
5,000 to 15,000 feet	An allowance equal to ½ hour at the straight time rate doubled
15,000 feet and beyond	An allowance equal to 1 hour at the straight time rate doubled

All travel time or allowance outside the regular working hours will be computed using the regular day shift hourly rate of pay.

Work on stoops or shafts where ladders or steps are used shall not be considered as "high time".

No man working under this Agreement shall be required to return to the heading or blasting area in less than ten (10) minutes after firing a full round. \*A longer waiting period may be required to allow time for clearing of the air by the ventilation system in accordance with the California State Tunnel Safety Orders.

**Call Back Pay (Tunnel Agreement)**

Section 7

An employee who has completed his regular shift and who is called back to work after he has left the Employer's job site, shall be paid his applicable overtime rate from his home to job site both ways. In the event of a call back the employee shall be guaranteed not less than 4 hours work or 4 hours pay.

The Employer shall furnish all rubber and protective clothing without charge when required by working conditions. The employee shall be responsible for clothing and rubber goods issued to him and shall return same to Employer at the time of termination.

Section 8

All electrical work being performed under the terms of this supplement shall be governed by "Tunnel Safety Orders" issued by the Division of Industrial Safety; and when applicable, "General Order No. 95" issued by the State Public Utilities Commission.

Inside Construction Agreement  
IBEW Local 684 &  
Modesto Branch, Northern California Chapter, NECA  
June 1, 2015 through May 31, 2018

**Safety (Tunnel Agreement)**

Section 9

It is the Employer's exclusive responsibility to ensure the safety of its employees and their compliance with these safety rules and standards.

Signed this 27<sup>th</sup> day of May 2015.

SIGNED FOR MODESTO BRANCH      SIGNED FOR LOCAL UNION 684,  
NORTHERN CALIFORNIA CHAPTER,      INTERNATIONAL BROTHERHOOD  
NATIONAL ELECTRICAL CONTRACTORS OF ELECTRICAL WORKERS  
ASSOCIATION, INC.

BY   
\_\_\_\_\_  
Greg Armstrong  
Executive Director

BY   
\_\_\_\_\_  
Billy Powell  
Business Manager

## INDEX

48-Hour Clause.....	25
Annulment and Subcontracting.....	11
Appeals Committee .....	27
Appendix A .....	45
Appointment of Stewards.....	8
Apprentice Admission and Indenturement.....	30
Apprentice Supervision .....	32
Apprenticeship Ratio .....	31
Available-for-Work List .....	26
Basic Principles.....	1
Bona Fide Requirements .....	27
Category I Provisions.....	4
Changes .....	2
Code of Excellence .....	44
Contract Administration Fund.....	43
Contractor Eligibility .....	8
Effective Date .....	2
Electrical Installation .....	8
Employer Rights.....	4
Examinations .....	25
Exclusive Referral .....	23
Favored Nations .....	7
Foreman Callout.....	5
Foreman Clause .....	18
Four 10-Hour Days.....	12
General Working Conditions .....	22
Grievances/Disputes.....	3
Health & Welfare .....	34
Heat Safety.....	22
High Time .....	21
Hiring and Transferring Apprentices.....	28
Holidays/Vacation/Personal Time Off/Sick Leave.....	13
Inspection of Referral Procedure Records.....	27
Joint Apprenticeship & Training Committee .....	29
Labor Day .....	13
Loaning of Men .....	8
Local Labor Management-Cooperation Committee (LMCC) .....	37
Management Rights .....	5
Masthead .....	1
National Electrical Industry Fund (NEIF) .....	37
National Labor-Management Cooperation Fund (NLMCC) .....	39
NEBF .....	33

Inside Construction Agreement  
IBEW Local 684 &  
Modesto Branch, Northern California Chapter, NECA  
June 1, 2015 through May 31, 2018

Non Transmittal Hours .....	28
Non-Discriminatory Referral .....	24
Non-Resident Employees (Portability).....	7
Normal Construction Labor Market .....	25
Order of Referral .....	26
Overtime .....	13
Overtime Notification – Employees.....	14
Overtime Notification – Employers.....	13
Payment of Wages .....	14
Pension Trust .....	36
Posting of Referral Procedure .....	28
Rebate of Wages .....	12
Referral Procedure .....	23
Register of Applicants.....	24
Repeated Discharge .....	26
Resident .....	25
Right of Rejection .....	23
Safety.....	40
Safety – Employer’s Responsibility .....	42
Separability Clause .....	44
Shift Overlap.....	20
Shift Work .....	19
Short Work Week .....	26
Substance Abuse .....	42
Supplementary Tunnel Agreement .....	46
Surety Bond .....	6
Table of Contents.....	i
Temporary Employees.....	25
Termination Slips.....	21
Tool Abuse and Accountability .....	10
Tools .....	9
Training Trust Fund .....	33
Travel Time .....	17
Union Job Access.....	9
Union Right to Discipline Members.....	8
Union Security Clause .....	11
Vacation .....	35
Vacation -- Administrative Expense in Operation of the Plan.....	35
Vacation – Methods of Calculating Vacation Allowance and Transmittal to the Bank .....	34
Vacation – Procedure for Withdrawal of Allowance from the Bank .....	36
Vacation Fund .....	34
Wage Zones .....	14
Wages .....	15



Inside Construction Agreement  
IBEW Local 684 &  
Modesto Branch, Northern California Chapter, NECA  
June 1, 2015 through May 31, 2018

Work Hours .....	12
Work Preservation Clause .....	6
Worker Recall .....	28
Workers Compensation Insurance ADR .....	6
Workmanship Corrections.....	23